

**NATIONAL WESTERN CENTER HORIZONTAL DESIGN SERVICES ON-CALL
AGREEMENT**

between

THE CITY AND COUNTY OF DENVER

and

MERRICK & COMPANY

Contract No. 201840729

THIS AGREEMENT entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **MERRICK & COMPANY** (the "Consultant"), a Colorado corporation registered to do business in Colorado, whose address is 5970 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111.

RECITALS

1. The City wishes to secure professional engineering and design services and related services to support the National Western Center ("NWC") Phase 1 and Phase 2 capital build phases on an "as needed" basis; and

2. The Consultant represents that its members include a duly-licensed engineer and architect of the State of Colorado, and that the Consultant has the present capacity, experience and qualifications to perform professional engineering and design services for the City in connection with the planning, design and construction of Phase 1 and Phase 2 of the NWC capital build program, as specified in this Agreement; 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 basic 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 engineering and design services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of the Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination

and approval of work performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Consultant.

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

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

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional engineering and design services as assigned by written task order, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement shall be adequate and sufficient for their intended purpose.
- (d) All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Consultant shall prepare the plans, specifications and other documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable

format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing, the Consultant shall produce plans and Record Documents using AutoCAD Civil 3D and comply with applicable CAD Standards. An electronic copy of all final project documents, filed using CPM standard directory structure, shall be delivered to the Project Manager on completion of the Work. Final payment will be held until the receipt of the Record Documents and electronic documents. The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or other construction management techniques. The Consultant agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Consultant prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Director and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to the assigned 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 employee, agent, consultant or subconsultant of the City.
- (j) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

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

2.04 Coordination and Cooperation.

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific task. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, professional design 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 Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Director shall notify the Consultant and give the Consultant the time which the Director considers reasonable to correct such performance. Thereafter, the Director may require the Consultant to reassign or replace such key personnel. If the Director 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 Director'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 Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Director before they are assigned to a specific task.
- (k) The Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or her designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) The Consultant shall, under the general direction of and at the written request of the Director, furnish experienced engineering and design personnel to support the Department's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved task proposal for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned and its proposal is approved.
- (b) When directed by the Director 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) A not to exceed maximum fee for the Consultant's proposed services.
 - (2) Itemized fee breakdown. No markup will be allowed on basic services or reimbursables.
 - (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 Director 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 specific proposal. 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 not proceed with any Task until a Notice to Proceed is execute by the City and issued to the Consultant.
- (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 specific proposal for such task, and included in the Consultant's basic services responsibilities for such 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.

2.07 Basic Services - Specific. The services described in this Section 2.07, unless specifically noted as omitted in a task order, are included in the agreed to fee for each task.

- (a) **Review and Assessment.** Assess and measure likelihood of Program financial success and identify and propose improvements to ensure quality of financial information available. Provide a review and assessment of the Program's scope, progress, performance and financial status and forecasts as measured against baseline schedules and budgets.
- (b) **Risk Analysis.** Identify potential issues, risks and cost exposures, and provide early warning of issues in order to mitigate or minimize impacts.
- (c) **Reporting and Communication.** Report and communicate key issues and opportunities to interested agencies including but not limited to Public Works, Arts Venues Denver, the Mayor's Office, Parks and Recreation, City Council members, and outside partners to manage expectations and needs of affected parties.
- (d) **Financial Tracking and Reporting.** Gather necessary data, prepare and deliver financial reports that meet the needs of the City and other stakeholders.
- (e) **Support Financial Tracking.** Consultant will direct City staff on financial reporting requirements and compile financial information to prepare summary level data of project expenses (both projected and actual). Consult will support "change management" practices to address needed project funding adjustments.
- (f) **Scheduling Support.** Consultant will compile necessary information to prepare summary level data of overall project schedules. Consultant will support "change management" practices to address needed project schedule adjustments.

- (g) Contract Support. Consultant will support Intergovernmental Agreements (IGAs) and other contracts related to Program.
- (h) Status Updates. Provide ongoing formal and informal presentations to the City team, City Council, and outside partners on status of the Program, including details on project status and financials.
- (i) Meetings. The Consultant shall attend such meetings as may be required for a complete understanding of each task, and the Consultant shall document all such meetings and distribute minutes to the City within a week of the meeting.
 - (1) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to program needs and budget of the City.
 - (2) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.
- (j) Schematic Design Phase:
 - (1) The Consultant shall not begin work on the Schematic Design Phase of any project unless and until written notice to proceed with such phase is received from the Project Manager.
 - (2) During the Schematic Design Phase for each project, the Consultant shall, in response to the City's requirements, the budget restrictions of the project and the format of design and construction selected by City, prepare for the City's approval schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.
 - (3) The Consultant shall also provide a preliminary Statement of Probable Construction Cost of the project, taking into account the City's project budget.
 - (4) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.
- (k) Design Development Phase:
 - (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design Documents and the Statement of Probable Cost.
 - (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Director.
 - (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems,

materials, and any other project elements appropriate under each project scope and design.

- (4) As required, the Consultant shall prepare Design Development drawings which shall include but not be limited to:
 - (i) Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.
 - (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
 - (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment and, plumbing and heating, where applicable.
 - (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
 - (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
 - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
 - (5) The Consultant shall also prepare preliminary specifications. The Consultant must ensure that existing standard details and technical specifications for specific requesting agencies are strictly followed. Alteration and editing of existing standards is not acceptable. Project specific alterations which are necessary to existing standards must be addressed using revision sheets.
 - (6) The Consultant shall provide a proposed project time schedule, including key dates and milestones.
 - (7) The Consultant shall then prepare a Statement of Probable Construction Cost which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
 - (8) The Consultant shall provide, as part of this phase, all services included in applicable portions of the approved project specific Proposal.
- (1) Construction Documents Phase:

- (1) Prior to beginning the Construction Documents Phase, the Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.
- (2) The Consultant shall prepare the Construction Documents from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.
- (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
- (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.
- (5) Acceptance of the Construction Documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions or errors.
- (6) All final plans and specifications shall bear the signature(s) and seal(s) of Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
- (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Consultant shall provide a list of long lead items to the City's Project Manager.
- (9) The Consultant shall provide the City with a Final Statement of Construction Cost based upon the submitted Design Documents for the City's consideration.
- (10) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific Proposal.
- (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.

(m) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the project, the Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents.
- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda. During this phase, the Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents, bid documents, and the invitation for bids for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;
 - (ii) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
 - (iii) Providing the City with bid documents in accordance with the format required by the City;
 - (iv) Assist the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
 - (v) Assist the Project Manager with the preparation of any necessary addenda;
 - (vi) Participating in the pre-bid conference with prospective bidders;
 - (vii) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
 - (viii) Performing all services included in the applicable portions of the applicable approved project specific Proposal.

(n) Construction Administration Phase:

- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
- (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation

will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.

- (3) The Consultant shall attend Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- (4) Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (5) If, in the Consultant's opinion, the Contractor has fallen behind schedule, the Consultant shall immediately notify the Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure its completion within the time specified in the Contract Documents, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Consultant shall immediately notify the City and recommend a course of action.
- (6) The Consultant will assist the City Project Manager with interpreting the requirements of the Project Plans and Specifications. The Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- (7) The Consultant shall notify the City's Project Manager of unacceptable work which, in the Consultant's opinion, does not conform to the Contract Documents. The Consultant shall review and approve all shop drawings, samples and other required submissions of the Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Consultant has ascertained that they are in conformance with the design concept of the project and in compliance with contract documents. Submissions of Contractor(s) shall be acted on and returned to the Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Consultant shall notify Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. Resubmittals shall be acted on and returned to Contractor within five (5) days. The Contractor shall submit to the City Project Manager and Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.
- (8) The Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Consultant shall submit written recommendations to the City concerning all requests for Change Orders.
- (9) All change orders shall be on forms supplied by the City. The Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.

- (10) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (11) The Consultant shall use reasonable efforts and professional judgement to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (12) The Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Consultant shall immediately make an oral report of such nonconformance to the City Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- (13) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a written field observation report using the form(s) approved by the Project Manager for each individual project.
- (14) If the Consultant knows or reasonably should have known that the Contractor or any subcontractor fail to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Consultant, the Consultant shall report such failure to the City's Project Manager immediately. The Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.
- (15) If the Consultant becomes aware of any condition or event constituting a material default by the Contractor or that otherwise justify termination of a Contractor for cause, the Consultant shall notify the City immediately.
- (16) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (17) The Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.

- (18) “As-Built Drawings” shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract. “As-Built Drawings” may also be referred to as “Record As-Built Drawings.”

Prior to Final Inspection, the Consultant shall obtain the original "Marked-up As-Built" drawings and final survey, if applicable, as well as a conformed copy of the Project Specifications from each Contractor. Since the original construction drawings are signed and stamped by a Professional Engineer and/ or Architect, the submitted As-Built changes shall also be signed and stamped by the Professional Engineer or Architect of record. These drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As-Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such As-Built Drawings and all Record Documents required are received by the City Project Manager and accepted by PWERA.

- (19) The Consultant shall attend the Final Inspection with the Contractor and the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Consultant and the City and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (20) Prior to final payment to the Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (21) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished to the City.
- (22) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

2.08 Surveying and Testing.

- (a) The Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

- (b) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City.
- (c) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Consultant shall notify the City in writing immediately.
- (d) Payment to the Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

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

3.02 Contract Rate Adjustment. Initial rates will apply until April 30, 2022. Consultant may request a rate adjustment for services provided starting May 1, 2022 and in subsequent years, by submitting a written request for approval to the NWCO Executive Director no later than May 1st of the preceding year. The cumulative increase in hourly rates in all years of this Agreement will not exceed the percentage that the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for Denver-Boulder-Greeley has increased over the 2017 index.

A. Such request is to be accompanied by a justification letter with support documentation. In addition; the City reserves the right to accept, reject, or negotiate the rate adjustments or timing thereof.

B. In the event that budgets are being capped and/or reduced, and/or City employee pay rates are frozen due to budgetary restraints, no increases will be allowed.

3.03 Reimbursable Expenses. Unless expressly authorized by the City as part of an approved task proposal 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 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.

3.05 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Consultant shall maintain 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 Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Consultant.

3.06 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **TWENTY-FIVE MILLION DOLLARS AND ZERO CENTS (\$25,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it accepts each proposal for a specific task. The Manager of Finance, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific task.
- (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 to exceed the amount appropriated for the Consultant's work on a specific task is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Director 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.

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 Project, at the time it executes the Task Order for a Project. The applicable Director or her 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 Project to exceed the amount appropriated for the Consultant's work on that Project is expressly prohibited. In no event shall the issuance of any form of order or directive by the City be considered valid or binding if it requires additional compensable services to be performed, which would cause the aggregate amount payable for such services to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the applicable Department Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. Consultant shall work with the City to verify that the amounts already appropriated for the Consultant's services on a Project are sufficient to cover the entire cost of such services. Any services undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on April 15, 2018 and shall expire on April 14, 2023 unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director. The term of this agreement may be extended for one additional year at the City's sole discretion by written amendment.

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 Director.
- (b) The Director may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Director. 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 (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 **23%**.

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

6.02 Ownership of Documents. Engineering and design documents and deliverables, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the 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.

- (a) 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.

- (b) 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.
- (c) 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.
- (d) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (e) If the City reuses Design Documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's approval, the City will have no claim against the Consultant arising out of any alleged defects, deficiencies or flaws in the Documents.

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 Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not 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. Records of the Consultant's direct personnel, Consultant's sub consultants and records of reimbursable expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

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 this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor 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, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) **Proof of Insurance.** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under

this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability - if required, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) Commercial General Liability. Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (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;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (3) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6.08 Defense and Indemnification.

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

6.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

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

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

In the event of an irreconcilable conflict between a provision of Sections 1 through 6 and the listed exhibits, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in the following order:

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

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

6.12 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

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 Director, in her 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.

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 and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

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, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall 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.

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 No Employment of Illegal Aliens to Perform Work Under the Agreement.

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

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

6.20 Disputes. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

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

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

6.23 Advertising and Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, 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 Director 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 Director, City Council or the Auditor.

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

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

to the City: Executive Director of Mayor’s Office of the
National Western Center
201 West Colfax Avenue, Dept. 205
Denver, Colorado 80202

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

to the Consultant: Merrick & Company
5970 Greenwood Plaza Blvd.
Greenwood Village, Colorado 80111

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon personal delivery or upon placing the notice in the United States mail. The addresses may be changed by the Parties by written notice.

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

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

6.28 Electronic Signatures. Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically

by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201840729-00

Contractor Name: MERRICK & COMPANY

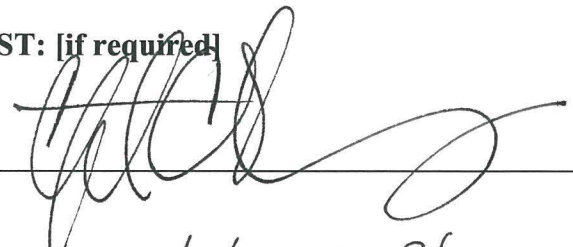
By: 



Name: MICHAEL J. MARTIN
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: Christopher C. Sherry
(please print)

Title: President
(please print)



EXHIBIT A

SCOPE OF WORK

Scope of Work

The work to be performed by the selected Horizontal Design team will be authorized, at the sole discretion of NWCO, through the issuance of Task Orders. An outline of the potential scope of services that the Horizontal Design team may be called upon to provide for NWCO is set forth and described below.

NWCO reserves the exclusive right to choose and subsequently control the nature, extent and timing of each Horizontal Design team work assignment depending upon the overall schedule of program work, availability of funding, Horizontal Design team qualifications, performance, and other factors.

The NWC campus infrastructure work is a complex element of the overall program, requiring creative thinking to deliver innovative and affordable solutions, while meeting the overall design standards and programmatic requirements including innovative sustainable design solutions. The Horizontal Designer is also expected to be proactive in developing designs that can be safely and efficiently constructed, operated and maintained efficiently and work with the Horizontal Integrated Contractor (HIC) to review and accommodate constructability of their designs. The Horizontal Designer will also coordinate with the HIC Contractor or subsequent contractors as required.

Types of design packages (including but not limited to):

- Enabling works design:
 - a. Site clearance (vegetation, tree protection (if required), ecological clearance/protection, removal of known underground obstructions, removal of historic materials and storage for reuse, historic oversight requirements);
 - b. Bulk earthworks and site grading to sub grade elevations to support follow on development (including utility corridors, open space, bridges, ROW, and vertical build facilities);
 - c. Geotechnical assessment and improvement (obstruction/void removal and backfill requirements);
 - d. Existing utility protection and provision of temporary supplies;
 - e. Site cleanup, as required/directed by program Materials Management Plans (MMP);
 - f. Excavation and clean backfill of utility corridors and other disturbances;
 - g. Deep sewer/storm water installation below/outside standard utility corridors;
 - h. Expected on-site materials reuse/recycling, including reuse and technical specification requirements;
 - i. Storm water, water quality and erosion control

- Environmental design (including, but not limited to contaminated soil and groundwater):
 - a. Bulk excavation and materials control (including reuse and haul off site);
 - b. In place groundwater barriers;
 - c. Groundwater control during and post construction, and relationship with water quality features
 - d. Large cofferdam design;
 - e. Soil and groundwater vapor and landfill gas control measures;
 - f. In place improvement methods for landfill;
 - g. Environmental specifications to include minimizing cumulative environmental impacts (e.g., stormwater, fugitive dust emissions, noise, traffic, access limitations, etc.) during construction including taking into account surrounding projects.
 - h. Development of environmental and permit specification requirements
 - i. Methods to limit quantity and/or control of hazardous materials including petroleum products brought onsite, to prevent pollution.

- Open space design:
 - a. Landscape architecture and site design;
 - b. Planting design;
 - c. Sustainable and climate resilient design solutions;
 - d. Incorporation of water quality features;
 - e. Pedestrian and bicycle walkways, trails and paths;
 - f. Open space furniture;
 - g. Small park structures, shelters and shade canopies
 - h. Lighting;
 - i. Irrigation design;
 - j. Signage and wayfinding
 - k. Public amenity utilities requirements;
 - l. Ecological and river bank improvement design, including invasive species removal and species/biodiversity management plan;
 - m. Temporary and permanent surface lot parking design;
 - n. Other hardscape in areas required to support the campus public realm
 - o. Coordination with USACE, UDFCD, Greenway Foundation

- Site wide infrastructure design:
 - a. Final utility design and coordination with utility providers to either construct for approval / adoption or utility provided self-installed work (including removal of redundant utilities to align with construction schedule requirements;
 - b. Smart technology infrastructure design;
 - c. Renewable energy infrastructure networks and systems (e.g. sewer heat recovery, photo-voltaic, geothermal);
 - d. One water infrastructure approach prioritizing the right quality of water to the right use throughout the site: Reduce overall water consumption, and minimize potable water use.
 - e. Maximize landscape and green infrastructure in support of water, stormwater, stream health, and enhance resilience to extreme weather
 - f. The relocation of Delgany Interceptor from current surface location to buried
 - g. Utility tie ins/stubs to plot specific package boundaries (for vertical build facilities);
 - h. Final grading and ROW construction, including water quality, storm water, landscaping/green infrastructure, signage and signals, pavements, sidewalks, curbs and gutters (including ADA accessible ramps), street furniture, street lighting, etc.;
 - i. Incorporation as appropriate of recovered materials for reuse/recycled usage in final construction;
 - j. All associated structures (including retaining walls, headwalls, vaults, etc.);
 - k. Roadway widening and tie in to existing ROW as necessary at perimeter boundaries;
 - l. Required review process and permitting

- Bridge and associated structures design
 - a. ROW bridges over the South Platte River (Bettie Cram Drive and 51st Avenue)
 - b. Pedestrian walkways (over existing and planned rail corridors – BNSF, RTD, DRIR), including ADA accessible vertical circulation towers and ramps as required;
 - c. Bridge abutments, piers, and interchanges;
 - d. Pedestrian and road underpasses
 - e. Retaining walls
 - f. Any other structures determined to be required

- Rail design interface (Final Rail design provided outside of this On-Call Contract)

- a. Selected Designer expected to coordinate with the NWC Rail Consolidation Designer and supplement the design as necessary to integrate the final rail alignment into the final campus development. This includes coordination with existing/new rail interfaces (crossings, permits, etc)

Possible Additional Packages:

- b. Local drainage studies and design aligning to regional requirements
- c. Document/drawing/data integration management

General Horizontal Design Services

1. Full range of structural and bridge design services - steel, timber, and concrete bridges (including cast-in-place, pre-stressed or post-tensioned; retaining walls, sound walls, piers, columns, culverts, abutments and other related structures)
2. Roadways, bike lanes, amenities, alleys, sidewalks, and trail design
3. Site final grading and water quality design
4. Geotechnical engineering and pavement design
5. Survey to support engineering and design
6. Utility design (including permitting), utility coordination, and potholing
7. Electrical and lighting design
8. Sustainability design solutions including, (but not limited to) water quality and drainage and natural environment, renewable energy systems, green infrastructure, waste reuse/recycling solutions and specification requirements to conserve energy and natural resources (e.g., water, non-potable water use, air quality, waste generation, etc.) during construction.
9. Railroad trackage and crossing design
10. Environmental (contaminated soil, groundwater, soil vapor and landfill gas, soil and groundwater vapor intrusion and landfill gas) design
11. Development of permits (e.g., air quality and stormwater) and consistent site-wide environmental compliance plans for transfer to contractor(s) for implementation.
12. Railroad coordination and permitting
13. Landscape architecture (i.e. urban/streetscape design, irrigation design, etc.)
14. Signage and Wayfinding
15. Cost estimation and review (i.e. bid item estimations, market condition analysis, planning projections, etc.)
16. Procurement support in the assembly of work packages
17. Design services during construction
18. Design and management of geotechnical/environmental supplementary site investigations as required to support detailed design
19. Design review process with National Western Center Authority design review board

Traffic Engineering

1. Signal system management including signal retiming along corridors or systems of corridors
2. Traffic signal system communications including expansion of the signal system, fiber optic interconnect which may include cabinet changes, CDOT project processes, plan preparation and splicing diagrams
3. Traffic signal and signal system design
4. Traffic and safety analysis
5. Supporting infrastructure for multi-modal uses and types (including pedestrian, bicycle, electric vehicle, local private transportation such as taxi services and ride share)

Hydrology and Hydraulics Design

1. Collect historical data; research flood history and previous designs in the project proximity
2. Complete a hydrological analysis using existing studies or approved methods
3. Urban Pipe Design (i.e. storm & sanitary pipe design, inlets, street capacity, hydrologic/hydraulic modeling, drainage reports, and development of plans and specifications)
4. Water Quality Analysis and erosion control design. Prepare and submit the CASDP and other permits as required
5. River & Pond Design (i.e. floodplain modeling, design, alternatives, remediation, CLOMRs, LOMRs, multi-agency coordination, etc.)
6. Concept and Basin Level Plans (i.e. major drainage way & sanitary basin plans, outfall systems plan, FHADs, CLOMRs/LOMRs, etc.)

Environmental

1. Review environmental conditions, determine required federal, state and local environmental regulatory requirements and identify required permits, including permits for larger common area of development associated with air quality and stormwater management.
2. Delineation and mitigation recommendations of wetlands
3. Prepare and/or review environmental documents
4. Environmental remediation design (soil, groundwater, soil and groundwater vapor and landfill gas)
5. Conduct and prepare environmental surveys and clearance reports
6. Regulatory Permitting (i.e. NPDES, USACE 401/404, Colorado Air Quality, Dewatering, Denver Fire Department, Colorado Discharge Permit System, etc.)
7. Development of material management plans, and groundwater treatment designs
8. Phase II Environmental Site Assessments
9. Unknown/unexpected land conditions may include but are not limited to: debris, solid waste, containers, Underground storage tanks (USTs), petroleum contaminated soil, regulated asbestos contaminated soils (RACS), asbestos/transite piping, PCB materials including piping, hazardous waste, archaeological/cultural/historical found items, etc.
10. LEED design services as appropriate for the horizontal portfolio scope of services
11. Review environmental conditions, determine required federal, state and local environmental regulatory requirements and identify required permits, including permits for larger common area of development associated with air quality and stormwater management.
12. Delineation and mitigation recommendations of wetlands
13. Prepare and/or review environmental documents
14. Environmental remediation design (soil, groundwater, soil and groundwater vapor and landfill gas)
15. Conduct and prepare environmental surveys and clearance reports
16. Regulatory Permitting (i.e. NPDES, USACE 401/404, Colorado Air Quality, Dewatering, Denver Fire Department, Colorado Discharge Permit System, etc.)
17. Development of material management plans, and groundwater treatment designs
18. Phase II Environmental Site Assessments
19. Unknown/unexpected land conditions may include but are not limited to: debris, solid waste, containers, Underground storage tanks (USTs), petroleum contaminated soil, regulated asbestos contaminated soils (RACS), asbestos/transite piping, PCB materials including piping, hazardous waste, archaeological/cultural/historical found items, etc.

Construction/Preconstruction/Post Construction Services

1. Geotechnical Engineering, materials testing, weld inspection, environmental and hazardous materials analysis
2. Construction Engineering/Project Management Assistance

3. Project Management Services
4. Construction Design Support including the review and approval of shop drawings and preparing responses to contractor Requests for Information (RFI).
5. Inspection: all civil and structural, transportation and vertical (building) project components (quality assurance, quantity takeoffs & measurement, etc.)
6. Claim and schedule analysis
7. Analysis of construction phasing false work, shoring, methods statements, structure erection plans, and CPM schedules (Microsoft Project and/or Primavera)
8. Constructability Reviews
9. Post construction documentation and handover packaging (working with HIC)

Infrastructure Minor Facilities

(Note: to support the appropriate infrastructure facilities only. Main facilities to be completed under the vertical portfolio)

1. Architectural design
2. Landscape design
3. Mechanical engineering
4. Building commissioning
5. Electrical design
6. Plumbing design
7. Fire Alarm/Fire Protection
8. ADA design review/subject matter expertise with ADA compliance
9. Data and telecommunications for facilities
10. Roofing
11. LEED Consulting
12. Any other required facility utilities

Additional Services

1. Alternate project delivery methods and recommendations (i.e. risk analysis, examination of project scopes to recommend delivery methods, etc....)
2. Project scheduling in MS Project or other scheduling software as requested
3. Project Management
4. Survey to support engineering and design services
5. Public Involvement/Agency Coordination Support including assistance with meetings, handouts and website updates
6. Data collection, including infrastructure assets or other information as needed
7. CAD and drafting
8. Programming necessary to modify the CCD Custom Profile for use within AutoCAD Civil 3D (C3D)
9. Drafting Support. All work will be done using AutoCAD C3D
10. Parking studies, traffic safety analyses, and other traffic studies
11. Plan, specification, and cost estimate checking and/or quality control
12. Plan Review, including reviews of transportation, storm and sanitary sewer studies
13. Reporting on project performance metrics relative to the program
14. Presentations (as required) to NWC committees, partners, and others

Contract Management Services:

1. Proactive participation and compliance with Program HSSE requirements and expectations
2. Cost Estimating (engineer's estimate for accuracy and for future projects/work packages);
3. Adherence to baseline schedule and meeting of deadlines and milestones;

4. Quality Assurance and Quality Control of design work products;
5. Value Engineering/Alternatives to stay within existing budget and meet construction schedule requirements;
6. Proactive design risk management;
7. Sustainable design thinking and innovation, including the use and incorporation of site-generated materials in design, integration of water management and quality in landscaping and public realm, use of different water sources in design and renewable energy solutions, and requirements to conserve energy and natural resources (e.g., water, non-potable water use, air quality, waste generation, etc.) during construction.
8. Design integration and interfaces with other projects within the program, and potentially other projects within NDCC;
9. Managing scope creep while fulfilling expectations of all program partners;
10. Assistance to CCD staff in the assembly of procurement packages;
11. Design support services during construction;
12. Effective management of CCD and other regulatory permitting and NWC program governance approvals to meet the above;
13. Community Engagement, including updates for use by other Program contracts and presentation updates to the National Western Center Citizens Advisory Committee

Summary of Required Services

To provide comprehensive professional design services as requested by NWC to support the successful delivery of the Horizontal Portfolio scope of services for the NWC Campus as directed by NWC. Detailed scope of services will be performed on a Task Order by Task Order Basis.

EXHIBIT B

RATES AND CLASSIFICATIONS

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Merrick & Company

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management	\$240.00
Senior Project Manager	Project Management	\$225.00
Project Manager	Project Management	\$204.00
Senior Project Engineer	Project Engineering	\$182.00
Project Engineer	Project Engineering	\$154.00
Senior Design Engineer	Project Engineering	\$134.00
Design Engineer	Project Engineering	\$117.00
Senior Designer	Project Engineering	\$123.00
Designer II	Project Engineering	\$99.00
Designer I	Project Engineering	\$87.00
Senior Construction Manager	Field Engineering	\$182.00
Construction Manager/Construction Administrator	Field Engineering	\$164.00
Senior Field Engineer	Field Engineering	\$154.00
Field Engineer/Senior Field Technician	Field Engineering	\$114.00
Field Engineering Technician	Field Engineering	\$97.00
CAD Manager	Drafting	\$141.00
Technician III	Drafting	\$121.00
Technician II	Drafting	\$97.00

PRIME CONSULTANT: Merrick & Company

Title/Classification	Responsibilities	Rate/Hr.
Technician I	Drafting	\$87.00
Survey Project Manager	Surveying	\$224.00
Senior Professional Land Surveyor	Surveying	\$196.00
Professional Land Surveyor	Surveying	\$151.00
Computer Survey Technician (Office)	Surveying	\$116.00
Two-Person Crew	Surveying	\$187.00
One-Person Crew	Surveying	\$135.00
GIS Manager	GIS Mapping	\$183.00
GIS Applications Engineer	GIS Mapping	\$142.00
GIS Applications Technician	GIS Mapping	\$100.00
GIS Photogrammetrist	GIS Mapping	\$100.00
GIS Technician	GIS Mapping	\$88.00
Clerical	Administration	\$90.00
Survey Party Chief, PLS	Surveying	\$100.00

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

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Atkins North America, 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).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Manages, directs and controls the operations of a large operating unit of the firm. Provides leadership, direction and guidance to managers	\$336
Project Director	Manages complex and unconventional technology or delivery systems for a single significant project. Provides leadership, direction, and technical guidance to managers.	\$286
Senior Group Manager	Supervises the staff and work production of a large technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$219
Group Manager	Supervises the staff and work production of a technical work unit. Provides leadership, direction, and technical guidance to staff to ensure that quality technical services are provided.	\$191
Senior Project Manager	Provides professional and project management expertise in the direction of highly unconventional projects requiring multiple technical units.	\$181
Project Manager II	Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects.	\$162
Project Manager I	Applies technical expertise and project management experience to manage project teams on conventional projects.	\$127
Associate Project Manager	Under supervision, applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$106
Senior Engineer IV	Serves as a recognized technical specialist providing advice on the resolution of major technical problems of marked importance.	\$183
Senior Engineer III	Applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$164
Senior Engineer II	Provides the expertise of a seasoned engineer to all conventional aspects of functional area and applies advanced concepts and techniques to unconventional engineering problems.	\$127

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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

- (1) Mileage: Reimbursable at the current IRS Business Rate **ONLY** when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Atkins North America, 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).

Title/Classification	Responsibilities	Rate/Hr.
Senior Engineer I	Applies full competency in conventional engineering work and broad knowledge of precedents in specialty area.	\$111
Engineer II	Under supervision, applies technical professional proficiency to the investigation of engineering problems, the coordination of project activities, and the preparation of preliminary plans and documents.	\$104
Engineer I	Under supervision, performs routine engineering work while developing professional proficiency.	\$89
Senior Designer I	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$128
CAD Designer	Under general supervision, provides expertise in the performance of varied and highly complex computer-assisted drafting and design work to support technical services.	\$104
Senior CAD Technician	Under supervision, provides proficiency in computer-assisted drafting and design to support technical services.	\$110
CAD Design Technician	Under general supervision, provides expertise in the performance of computer-assisted design to support development, planning, transportation and other technical services.	\$87
Senior Planner II	Provides the expertise of a seasoned planner, applying advanced concepts and techniques to unconventional problems.	\$144
Senior Planner I	Applies full competency in conventional planning work and broad knowledge of precedents in functional area of assignment.	\$119
Planner II	Under supervision, applies technical professional proficiency to the solution of planning problems and the coordination of related project activities.	\$83
Planner I	Under supervision, performs routine planning assignments while developing professional proficiency.	\$76

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Atkins North America, 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).

Title/Classification	Responsibilities	Rate/Hr.
Senior GIS Analyst I	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a major project.	\$104
GIS Analyst II	Under supervision, applies technical professional proficiency to GIS studies and the coordination of related activities.	\$87
GIS Analyst I	Under supervision, performs standard GIS work while developing professional proficiency.	\$79
Senior Landscape Architect	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems.	\$185
Landscape Architect II	Under supervision, applies technical professional proficiency to the solution of landscape architectural problems and the coordination of related project activities.	\$111
Landscape Architect I	Under supervision, performs routine assignments in landscape architecture while developing professional proficiency.	\$72
Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating or performing a variety of technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$94
Senior Program Assistant	Provide proficient administrative support of a complex and confidential nature. Relieve manager and staff of routine administrative matters.	\$71
Administrative Clerk	Provide proficient routine administrative support.	\$60
Senior Resident Engineer	Serves as a recognized technical specialist, directing the firm's construction services activities in a regional or specific service area.	\$190
Senior Project Engineer II	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract. Personnel with engineering degree and/or license.	\$160

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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

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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Atkins North America, 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).

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Engineer I	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree and/or license.	\$121
Senior Construction Manager	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract, and determining project quality, cost, and adherence to established completion schedule.	\$168
Construction Manager	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract, and determining project quality, cost, and adherence to established completion schedule.	\$132
Associate Construction Manager	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor.	\$118
Construction Management Representative II	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, twelve years related experience.	\$105
Construction Management Representative I	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, ten years related experience.	\$83
Senior Field Representative II	Under general supervision, applies the strong technical skills of a highly experienced field representative, researching and interpreting contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$106
Senior Field Representative I	Under general supervision, applies the strong technical skills of a highly experienced field representative, researching and interpreting contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$85
Program Manager	Senior leader for entire program providing direction and supervision to all program staff. Responsible for directly reporting to client manager.	\$304
Sector Manager	Manages, directs and controls the operations of a Sector of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$333
Division Manager	Manages, directs and controls the operations of a Division of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$243

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Wilson & Company, Inc., Engineers & Architects

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

Title/Classification	Responsibilities	Rate/Hr.
Principal in Charge, Quality Manager	Ensure all company resources; Quality Assurance	\$270.00
Senior Project Manager	Overall Project Management; Contract Manager	\$225.00
NEPA Task Manager	Task Management of Environmental Clearance Process	\$185.00
Civil Design Task Manager	Task Management of Civil/Site Design	\$180.00
Senior Civil Design Engineer	Senior Level Civil Engineering Design	\$165.00
Civil Design Engineer	Civil Engineering Design Lead	\$135.00
Civil Designer	Civil Engineering Design	\$115.00
Structures Task Manager	Task Management of Bridge and Miscellaneous Structures	\$210.00
Senior Structures Engineer	Senior Level Structures Design	\$170.00
Structures Engineer	Structure Design and Design Check	\$130.00
Rail Design Task Manager	Task Management of Railroad Design Process	\$230.00
Rail Design Engineer	Railroad Track Design	\$130.00
Drainage Task Manager	Task Management of Drainage and Water Quality	\$240.00
Senior Drainage Engineer	Senior Level Drainage and Water Quality Design	\$175.00
Drainage Engineer	Drainage System Analysis and Design	\$130.00
Drainage Designer	Drainage Plan Production	\$105.00
Traffic Engineer	Traffic Engineering – Signing, Pavement Marking, WZTC	\$140.00
Survey Project Manager	Registered Land Surveyor	\$175.00
Party Chief Surveyor	Provides survey duties	\$85.00
Instrumentation	Provides assistance for survey duties	\$60.00
Senior CADD Technician	Senior CADD project design for engineering and survey	\$110.00
CADD Technician	CADD project design for engineering and survey	\$100.00
Graphic Designer	Develops graphics for reports and presentation	\$125.00

Firm Name: Wilson & Company, Inc., Engineers & Architects

Administrative/Clerical	Contracting, project administration, invoicing	\$95.00
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Apex Design, PC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract Management, general project oversight, quality review, public involvement participation, project design troubleshooting. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 208
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 204
Senior Transportation Engineer III	Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 186
Senior Transportation Engineer II	Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on transportation projects.	\$ 150
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 130
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 130
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 104
Engineering Technician	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements. Responsible for training and supervision of technicians and/or large projects.	\$ 128
Senior Construction Inspector	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements.	\$ 112
Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 104
Engineer In Training	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 90
Financial Manager	Responsible for QC of invoices and oversight of project financial management.	\$ 148
Project Administrator	Responsible for all accounting aspects of project.	\$ 112
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 80
Engineering Intern	Assistance with engineering plans, reports and Calculations.	\$ 46

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

Firm Name: Apex Design, PC

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: ArtHouse Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Participate in all project meetings, attend to the needs of the client and oversee the firm's design approach.	\$175
Design Director	Participate in project meetings and manage the project team. Coordinate schedules, submittals & meetings, oversee the quality of deliverables.	\$150
Senior Designer	Participate in project meetings and manage the project team, design & implement the strategic approaches developed by the collective team, act as liaison with chosen fabricator.	\$150
Senior Designer	Design and implement the strategic approaches developed by the collective team.	\$150
Senior Designer	Design and implement the strategic approaches developed by the collective team.	\$150
Designer	Provide assistance to project leaders through information gathering, design development and implementation and presentation support.	\$125
Designer	Provide assistance to project leaders through information gathering, design development and implementation and presentation support.	\$125
Production/Support	Provide assistance with file preparation, production, mockups etc.	\$100

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

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Diverse Project Consultants, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Manager (PE,PMP)	Senior level engineering & management	\$165
Senior Project Engineer (PE)	Construction manager, engineering manager	\$150
Senior Construction Advisor	Construction manager, contract manager	\$145
Project Engineer (PE)	Construction manager, engineering manager	\$140
Design Engineer (EI)	CAD designer, engineering	\$120
Construction Coordinator	Field observation and inspection	\$115
Admin Assistant	Project data management, controls, filing	\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: **GEOCAL**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Commits resources, negotiates contract, provides quality review	\$ 206.85
Project Manager/Senior Engineer	Manage activities, provide technical guidance & review, track schedule and budget, assist with report and recommendations	\$ 148.26
Project Engineer	Review field work, conduct analyses, check lab calculations, write report	\$ 99.81
Staff Engineer	Assist with data reduction, do Cad for boring locations, logs, and plotting data	\$ 83.25
Field Geologist or Engineer	Logs the subsurface borings, conducts site reconnaissance, collects samples and stages the samples for review	\$ 77.10
Laboratory Manager	Oversees lab operations, calibration of equipment, laboratory technique, calculations of results	\$ 80.48
Laboratory Technician	Conduct laboratory testing for engineering properties	\$ 74.92
Materials Technician	Conducts construction materials testing	\$ 79.62
Operations Manager	Oversees field testing services, equipment calibration, procedures	\$ 136.08
Construction Manager	Provides construction management including schedule review, pay applications, contractor progress, RFI submittal reviews, punch lists, quantities, inspections, and other construction management duties	\$ 163.95
Construction Observation	Provides construction observations to evaluate conformance with the plans and specifications, including quantity measurements	\$ 90.11
Cad Technician	Does computer aided design for boring logs, geologic sheets, other report items	\$ 69.37
Clerical	Assists with typing, report distribution, filing	\$ 61.05

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 2.7751

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Firm Name: GEOCAL

Outside services and expenses to be billed at actual cost may include, but not limited to:

- Drilling subcontractor
- Coring subcontractor
- Traffic control subcontractor
- Private utility locates
- Permit fees/binding
- Specialized laboratory testing
- Pick-up and haul fees
- Waste disposal fees

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Owner	Direct all aspects of firm operations	\$180.00
Principal	Assures technical, staff, and scheduling requirements	\$175.00
Project Manager III	Leads and reviews technical work	\$145.00
Project Manager II	Leads and reviews technical work	\$130.00
Project Manager I	Leads and reviews technical work	\$120.00
Landscape Architect (Principal)	Leads and reviews technical work	\$160.00
Landscape Architect II	Leads and reviews technical work	\$110.00
Landscape Architect I	Leads and reviews technical work	\$90.00
Designer III	Completes technical work under direction of PM/LA	\$110.00
Designer II	Completes technical work under direction of PM/LA	\$105.00
CAD II	Completes technical work under direction of PM/LA	\$105.00
CAD I	Completes technical work under direction of PM/LA	\$85.00
Administrator	Bookeeping and HR	\$110.00
Administrative Assistant	Filing, documentation, and administrative support	\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Group14 Engineering PBC

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

Title/Classification	Responsibilities	Rate/Hr.
Sustainability Project Manager	Sustainability project manager duties	\$144.11
Sustainable Design Consultant	Sustainable design consultant duties	\$136.37
Sustainable Design Consultant	Sustainable design consultant duties	\$117.42
Sustainable Design Consultant	Sustainable design consultant duties	\$117.42
Principal	Principal duties	\$181.47
Project Engineer	Project engineer duties	\$133.43
Project Engineer	Project engineer duties	\$133.43

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

2.7

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Martinez 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).

Title/Classification	Responsibilities	Rate/Hr.
Principal Professional	Principal-in-charge and senior reviewer	\$145.00
Senior Professional	Project management and senior engineer	\$135.00
Project Manager	Construction project management	\$110.00
Project Professional	Project engineering and analysis	\$100.00
Sr. Staff Professional	Field investigation, engineering and analysis	\$90.00
Staff Professional	Field investigation and engineering	\$80.00
Inspector	Construction materials inspection and testing	\$90.00
Sr. Engineering Technician	Construction materials observation and testing	\$60.00
Engineering Technician	Construction materials observation and testing	\$55.00
Administrative Assistant	Report typing, accounting and clerical	\$45.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

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Outside services and expenses to be billed at actual cost may include, but not limited to:

- Drilling subcontractor
- Coring subcontractor
- Traffic control subcontractor
- Private utility locates
- Permit fees/binding
- Specialized laboratory testing
- Pick-up and haul fees
- Waste disposal fees

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal/Executive Management	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$201
Project Manager II	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$179
Project Specialist	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$153
Project Engineer/Scientist	Conducts data analysis and input, field data gathering, miscellaneous field services related to engineering, NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$ 127
Staff II Engineer/Scientist	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, scientific data, noise or air measurements.	\$117
Staff I Technician/Project Assistant	Data management and administrative support, maintain field equipment; administrative contract control.	\$94
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Field Technician/Project Assistant	Maintain Field Equipment, Data Management	\$86
Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01

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

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Firm Name: Pinyon Environmental, Inc.

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REIMBURSABLE EXPENSES

FIRM: Pinyon Environmental, Inc.

EXPENSE OR SERVICE	RATE	BILLING RATE
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Photoionization Detector / FID or similar	day	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Rental Vehicle	day	\$50
Support Vehicle	Day	\$150.00
Copies – B&W / Color	Page	\$0.10
Field Visits (General Projects [e.g., Phase I ESA])	Day	\$40.00
Field Visits (Wetland/Biology)	Day	\$50.00
Soil Logging (During Drilling)	Boring	\$105.00
Monitoring Well Development	Well	\$55.00
Monitoring Well Sampling	Well	\$67.00
Asbestos Sampling Kit (Building Inspections)	Day	\$45.00
Asbestos Air Monitoring Kit	Day	\$110.00
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost	Cost
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Bonding Rate	2.2%	

SUB-CONSULTANT TEAM MEMBERS

Firm Name: PK Electrical, 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).

Title/Classification	Responsibilities	Rate/Hr.
Principal / Engineer of Record	Oversees entire project, manages client. Provides QA / QC reviews.	215.00
Senior Project Engineer	Engineer in charge of design, staff and attends client meetings.	175.00
Senior Project Manager	Assist Project Engineer, manages staff, resources, schedule	165.00
Electrical Designer	Designs lighting and power systems, edits specs	150.00
Drafter	Microstation, BIM, CAD drafting and production	95.00
Admin	Filing, document control, spec editing, general tasks	80.00
Telecomm Manager	Designs DATA/Voice, A/V, Security, CCTV, Infrastructure Systems	165.00
Bookkeeper / Admin	Finance Accounts Manager / Bookkeeping	95.00
Electrician / Field Tech / Designer	Assist in designs, performs field investigations & site surveys	130.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: StudioCPG

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal	Design, Construction Documents, CO, Quality Review, Contracting, Billings	\$200
Principal	Design, Construction Documents, CO, Quality Review, Contracting, Billings	\$175
Sr. Project Manager	Design, Construction Documents, CO, Project Managt., Quality Review	\$155
Project Manager I	Design, Construction Documents, CO, Project Managt., Quality Review	\$130
Landscape Architect I	Design, Construction Documents, CO, Quality Review	\$110
Landscape Architect II	Design Development, Construction Documents, ACAD	\$107
Landscape Architect III	Design Development, Construction Documents, ACAD	\$100
Landscape Designer	Design Development, Construction Documents, ACAD	\$95
Graphic Design	Graphic Design; Illustrative Support	\$95
Administration	Admin. Support, Document Production, Clerical, Support, Billing	\$75
Intern	Office Support, ACAD, Production	\$70

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

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- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Zoeller Consulting, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
PI Project Manager	Oversee all PI services	\$150/hr
PI & Gov't Relations	Support PI & Gov't Relations	\$135/hr
PI & Interpretation	Support PI & Language Services	\$120/hr
PI & Writing Specialist	Support PI & written content development	\$120/hr
PI Logistics & Language Support	Support PI, meeting logistics & on-site language needs	\$95/hr
General Admin Support	Assist with public activities & administrative needs	\$75/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.24

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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

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

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

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

EXHIBIT C

KEY PERSONNEL

**KEY PERSONNEL
AND
CONSULTANT TEAM MEMBERS**

KEY PERSONNEL	TITLE
Michael Martin, PE (Merrick)	Principal-in-Charge
Mark Schaefer, PE, PTOE (Merrick)	Project Manager
James Colbert, PE (Merrick)	Deputy Project Manager
Brian Poling, PE (Merrick)	Discipline Specialist
Mike Galuzzi, PE, PMP (Merrick)	Discipline Specialist
Paul Greco, PE (Atkins)	Discipline Specialist
Marc Devos, PE (Wilson)	Discipline Specialist
Marty Gregg (ArtHouse)	Discipline Specialist
Laura Charlier, LEED AP BD+C (Group 14)	Discipline Specialist
Brian Partington (Pinyon)	Discipline Specialist
Ilene Flax, RLA (StudioCPG)	Discipline Specialist
Lisa Zoeller (Zoeller)	Discipline Specialist

EXHIBIT D

INSURANCE

