

ON-CALL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into, between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **MULLER ENGINEERING COMPANY, INC.** (the "Consultant"), a Colorado corporation, whose address is 777 South Wadsworth Boulevard, Suite 4-100, Lakewood, Colorado 80226-4969.

RECITALS:

1. The City, through its Department of Public Works, seeks "readily available" professional engineering services and related technical services to support the Department's Transportation and Mobility Division on an "as needed" basis, Contract Control Number 201629325; and

2. The Consultant represents that its members include a duly-licensed engineer of the State of Colorado, and that the Consultant has the present capacity, experience and qualifications to perform professional engineering services for the City in connection with the planning, design and construction of various City projects, as specified in this Agreement; and

3. In response to the City's Request for Qualifications and Proposal, the Consultant submitted a Proposal for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rate Sheet for such professional services, a copy of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

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

SECTION 1 – ENGAGEMENT

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

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

1.03 Independent Contractor. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of

its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

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

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional engineering services for any assigned project, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Consultant shall prepare the plans, specifications and other documents as requested for each project in a format that complies with all City, state and federal requirements for that project. No funds will be paid to the Consultant for the

preparation of contract documents in a form other than that considered usual and customary by the City's Department of Public Works, Transportation and Mobility. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing by the Deputy Manager, the Consultant shall comply with the CAD Standards Guide, **Exhibit C**, for the final deliverable Record Documents. Final payment will be held until the receipt of the Record Documents. The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or other construction management techniques. The Consultant agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Consultant prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Manager and the user agency for any identified phase of a project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Consultant agrees to review the City's program and budget for each assigned project with the Project Manager and further agrees to timely notify the City in writing if Consultant becomes aware that the project cannot be accomplished within such budget.

2.04 Coordination and Cooperation.

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

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

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Manager shall notify the Consultant and give the Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, the Manager may require the Consultant to reassign or replace such key personnel. If the Manager notifies the Consultant that certain of its key personnel or a

subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.

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

2.06 Basic Services – General.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced engineering personnel to support the Department's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved project proposal for the particular project assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each project to which it is assigned and its proposal is approved.
- (b) When directed by the Manager to perform under this Agreement on a particular project, the Consultant shall prepare a project specific proposal in accordance with the provided scope or description of Work for that project. A separate project specific proposal shall be prepared for each project for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) A not to exceed maximum fee for the Consultant's services.
 - (2) The surveying, utility locating and testing budget for the project if applicable.

- (3) The additional services budget, if any, for the Project.
 - (4) The budget for reimbursable expenses if applicable.
 - (5) A description of the project and requested scope of work (the "Work").
 - (6) An agreed upon schedule for the Consultant's performance.
 - (7) For all work Consultant shall include estimated hours and rates per the contract rate schedule and classifications.
- (c) Upon approval by the Manager of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
 - (d) The assigned Work shall be performed in conformance with the approved project specific proposal upon approval of the Proposal.
 - (e) The Consultant's basic services for each project to which it is assigned may consist of any one or combination of the phases described below and shall include, but are not limited to the civil, structural, mechanical, and electrical engineering and testing services appropriate to each phase of each project and the services described in **Exhibit A**.
 - (f) The Consultant shall obtain written authorization from the City before proceeding with each phase of each assigned project.
 - (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of projects assigned under this Agreement.
 - (h) If a project which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the project specific proposal for such project, and included in the Consultant's basic services responsibilities for such project.
 - (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. All of the services described in this Section 2.07, unless specifically noted as omitted in the project specific proposal for a specific project, are included in the Consultant Basic Fee for each project to which the Consultant is assigned.

(a) Programming and Investigation Phase:

- (1) The Consultant shall attend such conferences as may be required for a complete understanding of each project, and the Consultant shall document all such conference notices and distribute minutes of such conferences to the City.

- (2) If construction, design or document standards have been adopted by the City, the state, or the federal government for the Project, the Consultant shall comply with all such standards when applicable.
- (3) The Consultant shall perform all additional research or investigation it deems necessary to ensure a complete understanding of the project.
- (4) The Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on the information provided by the City.
- (5) The Consultant shall then review the project requirements with the City to confirm its understanding of the project, budget and any applicable limitations.
- (6) Upon approval of such costs by the City, and subject to the surveying, utility locating and testing budget for the specific project, the Consultant shall obtain all plats, special studies and engineering data necessary to properly investigate and report on the project.
- (7) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to program needs and budget of the City.
- (8) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(b) Schematic Design Phase:

- (1) The Consultant shall not begin work on the Schematic Design Phase of any project unless and until written notice to proceed with such phase is received from the Project Manager.
- (2) During the Schematic Design Phase for each project, the Consultant shall, in response to the City's requirements, the budget restrictions of the project and the format of design and construction selected by City, prepare for the City's approval schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.
- (3) The Consultant shall also provide a preliminary Statement of Probable Construction Cost of the project, taking into account the City's project budget.
- (4) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(c) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design Documents and the Statement of Probable Cost.
- (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Manager.
- (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.
- (4) As required, the Consultant shall prepare Design Development drawings which shall include but not be limited to:
 - (i) Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.
 - (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
 - (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment and, plumbing and heating, where applicable.
 - (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
 - (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
 - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
- (5) The Consultant 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.
- (d) Construction Documents Phase:
- (1) Prior to beginning the Construction Documents Phase, the Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.
 - (2) The Consultant shall prepare the Construction Documents from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.
 - (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
 - (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.

- (5) Acceptance of the Construction Documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions or errors.
- (6) All final plans and specifications shall bear the signature(s) and seal(s) of Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
- (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Consultant shall provide a list of long lead items to the City's Project Manager.
- (9) The Consultant shall provide the City with a Final Statement of Construction Cost based upon the submitted Design Documents for the City's consideration.
- (10) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific Proposal.
- (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.

(e) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the project, the Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents.
- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda. During this phase, the Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents, bid documents, and the invitation for bids for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not

relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;

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

(f) Construction Administration Phase:

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

scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.

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

- (10) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (11) The Consultant shall use reasonable efforts and professional judgement to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (12) The Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Consultant shall immediately make an oral report of such nonconformance to the City Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- (13) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a written field observation report using the form(s) approved by the Project Manager for each individual project.
- (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) "Record Drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract. Record Drawings may also be referred to as as-built drawings or just as-builts.

Prior to Final Inspection, the Consultant shall obtain the original "Marked-up As Built" drawings and final survey, if applicable, as well as a conformed copy of the Project Specifications from each Contractor. Based on these documents, the Consultant shall prepare, as necessary, and deliver to the Project Manager Record Drawings and a conformed copy of the Project Specifications showing all changes made during construction. Such Record Drawings shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" sets of drawings prepared by Contractor. The Record Drawings shall incorporate the Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Consultant as being Record Drawings. These drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such Record Drawings and all Record Documents are received.

- (19) The Consultant shall attend the Final Inspection with the Contractor and the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (20) Prior to final payment to the Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.

- (21) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished to the City.
- (22) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

2.08 Surveying and Testing.

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

2.09 Compliance with DBE Equal Opportunity Requirements and Federal Grant Requirements.

- (a) The Consultant agrees to comply with all requirements of the City's Equal Employment Opportunity program and the Federal Disadvantaged Business Enterprise Participation program as set out in Article III, Division 2, Chapter 28 of the Denver Revised Municipal Code, 49 C.F.R. Part 26, and any rules, regulations, and guidelines set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon which the Agreement was initially awarded, unless otherwise authorized by the law or any rules, regulations, or guidelines. The Consultant identified in its Proposal DBE firms with which it

intends to subcontract under this Agreement, with a total participation level by such firms of 15%.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Basic Services. The City agrees to pay the Consultant, as compensation for any basic services rendered for a particular Project, either a maximum basic services fee, to be set forth in each approved Project proposal prepared prior to commencement of any work under this Agreement, or an amount based on the Consultant's periodic invoices, whichever is less.

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of any approved project proposal, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call work order as a not-to-exceed reproducible expense.

3.03 Surveying and Testing. The Consultant shall be reimbursed its costs for any previously approved surveying, utility locating and testing services it provides for any assigned project, subject to the terms and conditions set forth herein and any surveying, utility locating and testing budget limits for that specific project.

3.04 Additional Services. The Consultant shall be compensated for any additional services for any assigned project, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.

3.05 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses, surveying and testing and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned project, shall not be made until after the project is accepted, all guarantees, certificates of completion, and record drawings and reproducible copies are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Consultant. No deductions shall be

made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

3.06 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum amount of **\$2,500,000.00**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular projects assigned to the Consultant under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned project, at the time it accepts each proposal for a specific project. The Manager of Public Works, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific project to exceed the amount appropriated for the Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a project are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on the date of the first Notice to Proceed under this agreement and shall expire three years after that date, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in

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

4.02 Termination.

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

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final engineering documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection

the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.

- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents, including all CAD 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.
- (f) If the City reuses Design Documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's approval, the City will have no claim against the Consultant arising out of any alleged defects, deficiencies or flaws in the Documents.

5.03 Taxes and Licenses. The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 Consultant's Records. Records of the Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Agreement and records of accounts between the City and the Consultant shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

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

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

5.07 Insurance.

(a) General Conditions: Contractor 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor 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 Contractor'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), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

(e) Subconsultants: All 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 Contractor. Contractor 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. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance: Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor'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 Contractor executes this Agreement.

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

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

(j) Additional Provisions:

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;

- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (3) Contractor 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense and Indemnification.

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

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

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

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

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

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

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

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

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

Sections 1 through 5
Exhibit D
Exhibit C
Exhibit B
Exhibit A

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

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

5.13. Conflict of Interest.

(a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated projects. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable task order or the Agreement.

(b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees

not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

(c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

5.17 Proprietary or Confidential Information.

(a) City Information: The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other

materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

5.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the

termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

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

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

5.25 Notices. When this Agreement requires notice to the City or the Consultant it shall be sent by certified mail, return receipt requested to the addresses listed below:

to the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

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

to the Consultant: Muller Engineering Company, Inc.
777 South Wadsworth Boulevard, Suite 4-100
Lakewood, CO 80226-4969

5.26 Severability: It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions

or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

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

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

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

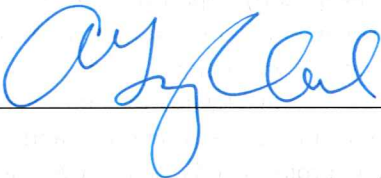
By _____

By _____



Contract Control Number: PWADM-201629325-00

Contractor Name: MULLER ENGINEERING COMPANY, INC.

By: 

Name: A. Gray Clark
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Derek Johns
(please print)

Title: Secretary
(please print)





2016 PW Transportation and Mobility Professional Service On-Call
Exhibit A Scope of Work

A. Project Description

The City and County of Denver (CCD) Department of Public Works Transportation and Mobility Division obtains Federal funding for various traffic and transportation related projects, and is seeking firms to provide on-call professional services in the area of Traffic, Transportation, Bicycle and pedestrian, Multimodal, Parking, Civil, Water Resources, Survey, Geotechnical, Material Testing, Construction Management, Environmental, and various services to support a multitude of Transportation and Mobility projects and other City Agency projects as necessary. The category of services include, but are not limited to, Traffic and Transportation Analysis, Traffic Signal and Signal Systems, Bike and pedestrian Planning and Concept Design, Urban Design, Transportation and Multimodal Studies, Parking Management Studies, Geotechnical Engineering, Design Reports, Material Testing and Inspection, Construction Management, Environmental, General Civil/Water Resources Design, Surveying, Bridge/Structural Design and Inspection, Public Involvement and Communications, and Other Expertise.

B. Summary of Required Services

All firms selected and awarded the 2016 PW Transportation and Mobility Professional Service On-Call contract are expected to meet the DBE GOALS set by the CCD Division of Small Business Opportunity. In addition, the following is a list of anticipated Traffic, Transportation and other Professional Services needed through this (these) on-call contract(s). In order to be considered and selected for this work, a firm or team must possess a minimum of 60% of the list of anticipated capabilities and/or expertise.

Traffic and Transportation Analysis

1. Data Collection
 - Traffic volume count
 - Parking occupancy count
 - Pedestrian volume count
 - Bike volume count
 - Turning movement count
 - Vehicle Classification
2. Traffic Operational Delay Analysis
 - Traffic warrant study
 - Left turn study
 - Transit Study
3. Multimodal, Traffic Safety and Accident Analysis
4. Development Related Traffic Impact Analysis
5. Intersection and Street Conceptual Design Analysis

Traffic Signal and Signal Systems

1. Corridor Signal Retiming
2. Traffic Signal Design
3. Traffic Signal System and ITS Planning and Design

2016 PW Transportation and Mobility Professional Service On-Call
Exhibit A Scope of Work

4. Network/Fiber Design
5. Signal System Management
6. Transportation System Performance Measures
7. Transportation Planning and Traffic Simulation Modeling
 - o Visualization/Simulation
8. Construction Inspection for ITS and Traffic Signal Projects

Traffic/Transportation/Bicycle/Multimodal/Parking Management Planning and Studies

1. Corridor Safety Studies
2. Neighborhood Traffic Management and Traffic Calming
3. Bike and Pedestrian Planning and Studies
4. Multimodal Planning and Studies
5. Parking Management Planning and Studies – Complete Streets
6. Bicycle and Pedestrian – Facility Design & Signage Plans
7. Signing and Striping Plans

Geotechnical/Structural Engineering/Design Reports/Material Testing and Inspection/Environmental

1. Subsurface Soils Borings, Profiling and Analysis
2. Geotechnical Engineering Design for Foundations, Structures or Soil related parameters
3. Pavement Designs addressing Traffic, Subgrade, Asphalt, Concrete
4. Vehicle Classification for Pavement Design
5. Non-destructive Testing and Analysis of Pavements
6. Non-destructive Testing of Existing Bridge, Culvert and Retaining wall structures
7. Non-destructive Inspection of Signal Poles and Mast Arms
8. Inspect and Verify bearing strata support
9. Test and Assess Soil Subgrade Preparation for Construction
10. Inspect and/or Test soils, asphalt, concrete, concrete reinforcing, masonry, timber, steel, welds, structural connections, sewer pipes, cast-in-place-pipes; Cured-In-Place Pipes
11. Inspection Observation Services
12. Forensic Testing and Analysis
13. Perform CDOT required ID/IQ Testing for all construction projects
14. Fill Out CDOT required Documentation (such as the form 250) for all construction projects
15. Create a Testing Plan to comply with CDOT/FHWA/FTA project requirements
16. Federal and State Environmental Processes
 - o National Environmental Policy ACT (NEPA)
 - A. Categorical Exclusions (CatEx)
 - B. Environmental Assessments (EA)
 - C. Environmental Impact Statement (EIS)
 - o Section 4(f)/6(f) Evaluation
 - o Phase II Environmental Site Assessment (ESA) Phase 2
 - A. Soils Investigation and Studies

2016 PW Transportation and Mobility Professional Service On-Call
Exhibit A Scope of Work

B. Groundwater Sampling and Analysis

- Paleontological, Archeological, and Historical Assessments and Section 106 Consultation
- Biological Resources Assessment
- Noise Assessment
- Visual Quality Assessment
- Air Quality Assessment
- Material Management Plans (MMP)
- Environmental Inspections

General Civil/Water Resources Design

1. Transportation Roadway/Intersection Design
 - Geometric Layout
 - Horizontal and Vertical Design
 - ADA Curb Ramp/Curb Returns/Sidewalk/Curb & Gutter/Median/Driveway/Valley Pan Design per CCD Standards
2. Stormwater/Sanitary Sewer Design
3. Water Resources Planning and Design
 - CLOMR/LOMR
 - BMP, Green Infrastructure and Water Quality Analysis/Design
4. Storm Drainage Studies
5. Other Utility Design

Surveying

1. Plats, Subdivision Plats, ROW Plans, Benchmarks, Range Points and Survey Documents
 - Adhere to all CCD City Surveyor office procedures, rules and requirements
 - See: <http://www.denvergov.org/survey>
2. Prepare ROW Plans in accordance with CCD and CDOT criteria
3. Perform Topographic Survey to support design projects
4. Prepare Legal(s) and Exhibit(s) for ROW/Easements in accordance with CCD and CDOT criteria

Bridge Design and Inspection

1. Provide Preliminary and Final design services for bridge, culvert, retaining wall, inlet/inlet transition, and special structure design projects in accordance with CCD and CDOT criteria
2. Provide Inspection (including underwater) and loss rating services for existing structures
3. Provide Construction Services for structural projects

Public Involvement and Communications

1. Community Outreach/Public and Agency Coordination
2. Written and Verbal Translation: Spanish

Other Expertise

1. Transportation Management for Special Events



Department of Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services / ERA Office – Dept. 507
Traffic Engineering Services – Dept. 508
Policy and Planning – Dept. 509
201 W. Colfax Avenue
Denver, CO 80202

www.denvergov.org/PublicWorks

2016 PW Transportation and Mobility Professional Service On-Call
Exhibit A Scope of Work

- 2. Project Scheduling
- 3. Cost Estimating
- 4. Utility Coordination
- 5. Underground Utility Investigation
 - o Utility Locates
 - o Potholing
- 6. Landscape Architecture/Urban Design (as relates to streetscape/design projects)
- 7. Clerical Office Support
- 8. Transportation Management Center Design and Operations
- 9. Database Program Development and GIS Interface
- 10. CAD/GIS and Civil 3D Expertise
- 11. Graphics Design

C. Selection Committee:

John Yu	Public Works Transportation & Mobility
Tanya Bower	Public Works Transportation & Mobility
Kristina Evanoff	Public Works Policy Planning & Sustainability
Brittany Price	Public Works Transportation & Mobility
Rachael Bronson	Public Works Transportation & Mobility
Mark Gehrke	Public Works Capital Project Management
Mike Lopez	Public Works Capital Project Management

D. Selection Criteria and Scoring Ranges:

Selection of firm or team is anticipated to be by Direct Selection based on the following scoring. However, pending on the number of proposals received and the quality of the proposals, a Second Interview by the short listed firms or teams may be required.

- 1. Qualifications and experience of the team in the professional areas listed in this RFQ, as indicated by prior successful completion of similar projects. **(15 points)**
- 2. Qualifications and experience of the Project Manager, Project Engineer, and other prime key personnel (including sub consultants) in the professional areas listed in this RFQ and in similar projects. **(15 points)**
- 3. Ability of the project manager and other prime key personnel to effectively communicate and coordinate as demonstrated by proposal technical completeness and prior experience with public agencies. **(10 points)**
- 4. Proposed approach to providing professional area expertise to complete the possible scopes of work and displaying successful completion of similar projects. **(10 points)**
- 5. Ability of the firm or team to meet the minimum required 60% of the list of anticipated capabilities and/or expertise. **(1 point)**
- 6. Diversity and Inclusiveness: Consultant demonstrates commitment to Diversity and inclusiveness **(1 point)**
- 7. Licensed in Colorado with any required professional license and registered with the Secretary of State of Colorado (if a corporation, limited liability company, or limited

Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety



Department of Public Works

Engineering Division
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Traffic Engineering Services – Dept. 508
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201 W. Colfax Avenue
Denver, CO 80202

www.denvergov.org/PublicWorks

2016 PW Transportation and Mobility Professional Service On-Call
Exhibit A Scope of Work

partnership) with a local office within the Denver Metropolitan area, or a commitment to establish such an office within 10 days of being awarded this contract, or partnering with a firm that has such a local office. **(1 point)**

8. Within the proposal, a completed Qualification Matrix of services provided by the firm or team in the professional areas listed in the RFQ. **(1 point)**

EXHIBIT B

MULLER ENGINEERING COMPANY, INC.

City and County of Denver SCHEDULE OF RATES

<u>Professional Staff Category</u>	<u>Hourly Rates</u>
Principal Engineer 2	\$189
Principal Engineer 1	\$181
Senior Project Engineer 8 / Senior Project Manager 8	\$172, \$181
Senior Structural Engineer 8	\$172
Senior Project Engineer 7 / Project Manager 7	\$156, \$164
Senior Project Engineer 6 / Project Manager 6	\$143, \$147
Project Engineer 5	\$130, \$138
Construction Manager 5	\$130
Project Engineer 4	\$121
Design Engineer 3	\$110
Design Engineer 2	\$102
Design Engineer 1	\$91
CAD Manager	\$126
Designer 3	\$121
Designer 2	\$115
Designer 1	\$107
GIS Specialist	\$99
Technician/CADD Operator 4	\$99
Technician/CADD Operator 3	\$89
Technician/CADD Operator 2	\$81
Technician/CADD Operator 1	\$72
Program Management Coordinator 5	\$130
Project Controller/Administrator	\$107
Administrative Support	\$74
Intern	\$57

Other Direct Costs

Black & White Photocopies – 8 ½ x 11	0.10 / copy
Color Photocopies – 8 ½ x 11	0.35 / copy
22" x 34" Prints	1.10 / sheet

Use of computers and computer software is included in the hourly rates of personnel.

Items charged at actual cost: _____, _____, equipment rental, _____, _____, travel costs, _____.

REIMBURSABLE EXPENSES

SUB-CONSULTANT: A.J. Ventures, Inc.

(Consultant may copy this page or modify it to conform to the services being offered)

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

1. Actual cost of transportation [REDACTED] when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½ x 11)	\$ <u>NA</u> / each
Copies (8 ½ x 14)	\$ <u>NA</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>NA</u> / page

REIMBURSABLE EXPENSES

SUB-CONSULTANT: All Traffic Data Services

(Consultant may copy this page or modify it to conform to the services being offered.)

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

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Clanton and Associates

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Harris Kocher Smith

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.06</u> / each
Copies (8 1/2 x 14")	\$ <u>.12</u> / each
Red-line copies	\$ <u>.41</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

REIMBURSABLE EXPENSES

SUB-CONSULTANT: LindaWilsonGroup

(Consultant may copy this page or modify it to conform to the services being offered.)

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

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Mundus Bishop Design

(Consultant may copy this page or modify it to conform to the services being offered.)

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

3. Actual cost of reproduction of drawings and specifications, requested by the city.
4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.25</u> / each
Copies (8 1/2 x 14")	\$ <u>.50</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>.50</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

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

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

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

Unless expressly authorized by the City as part of any approved project proposal or specified in the contract, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call task order as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Pinyon Environmental, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

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

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

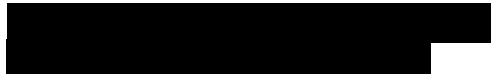



Actual Costs

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

LUMP SUM EQUIPMENT CHARGES

- Field Visits (General Projects) \$40/day
- Field Visits (Wetland Delineations and Other Biology Field Activities) \$50/day or \$100/week
- Soil Logging (during drilling) \$105/boring
- Monitoring well development \$55/well
- Monitoring well sampling \$67/well
- Asbestos Sampling Kit \$45/day
- Asbestos Air Monitoring Field Kit \$110/day

OTHER FEES

- 
- Outside Expenses (e.g., , rental equipment, ) Cost + 10%
- Subcontractor/Subconsultant/Laboratory Fees Cost 
- Specialty In-House Equipment Billed as Indicated in Site-Specific Proposals

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Toole Design Group, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversees overall project work, may provide QA/QC	297.18
Engineering Lead	Applies broad engineering knowledge, coordinates team, directs/oversees production, provides QA/QC	250.90
Senior Engineer	Applies broad engineering knowledge, coordinates team, coordinates production	206.76
Project Engineer	Applies broad engineering knowledge, coordinates team, coordinates production	167.70
Engineer II	Designs/completes project elements under, coordinates assignments, prepares reports and specifications	131.66
Engineer	Applies broad knowledge of design and technical criteria to engineering tasks	99.16
Planning Lead	Applies broad planning knowledge, coordinates team, directs/oversees production, provides QA/QC	247.12
Senior Planner	Applies broad planning knowledge, coordinates assignments, coordinates production	194.10
Project Planner	Applies broad planning knowledge, coordinates assignments, coordinates production	142.82
Planner II	Applies appropriate planning methods and techniques. Completes project elements and coordinates assignments.	119.80
Planner	Applies appropriate planning methods and techniques. Completes project elements.	102.04
Landscape Architect Lead	Applies broad landscape architecture, knowledge, coordinates team, directs/oversees production, provides QA/QC	177.42
Senior Landscape Architect	Designs/completes project elements under, coordinates assignments, prepares reports and specifications	134.96
Landscape Architect	Applies broad knowledge of design and technical criteria to landscape architecture and urban design tasks	115.28
Designer	Develops construction documents, illustrative renderings and 3D models. Applies knowledge of projects and guidelines.	95.56
Designer II	Designs and completes project elements and coordinates assignments.	141.52
GIS Specialist	Coordinates the transfer of GIS data, conducts data analysis, develops maps for print and web use.	110.54
Graphic Designer	Designs print and web campaigns for projects. Applies graphic design skills to final reports and presentations.	139.98
Intern / Admin	Schedules and coordinates meetings, maintains filing, prepares/assembles complex documents, invoicing.	77.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.15.



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

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Toole Design Group, LLC

(Consultant may copy this page or modify it to conform to the services being offered.)

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

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Triunity Engineering & Management, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
ITS Engineer	Network Fiber	163.63
Construction Inspector	Construction Inspection for ITS	116.96
Project Manager	Traffic and Program Management	226.70
Civil Engineer	Civil Engineering	174.38
Estimating Project Manager	Cost Estimating	109.51
Construction Manager	Construction Inspection for civil/structural Dave Lewis)	122.38
Construction Manager	Construction Management/Inspection Lead	145.73
Sr. Traffic Engineer (PE)	Traffic and Program Management	226.70
Communications Designer	Communication Systems Design	187.56
Sr. Communications Engineer	Communications & Control Systems Engineering	282.84
Program Controls Manager	Program Controls Lead	211.90
Project Manager – Project Controls	Project management, Project Controls Lead, Construction Administration	258.27

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

Direct Labor X 2.161 X 1.1

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

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Triunity Engineering & Management, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

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

- 3. Actual cost of reproduction of drawings and specifications, requested by the city.
- 4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

<u>Item</u>	<u>Actual Costs</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")		\$.04/ each (per side)
Copies (8 1/2 x 14")		\$.06/ each (per side)
Red-line copies		\$1.10/ S.F.
Reproducibles		\$1.132/ S.F.
		24 X 36 = .79/sheet
		30 X 42 = 1.19/sheet

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Yeh and Associates

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	Ensure project receives all needed support. Review schedule, budget.	\$180
Senior Project Manager	Responsible for day to day management of project.	\$160
Project Manager	Responsible for day to day management of limited scope projects.	\$135
Sr. Engineer/Geologist	Performs engineering/geological investigations.	\$115
Project Engineer/Geologist	Performs investigations, prepares reports.	\$100
Staff Engineer/Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$85
Engineer/Geologist Intern	Supports more senior geologists in investigations and evaluations.	\$60
Construction Project Manager	Performs construction inspection, submits daily reports, reviews specs.	130
Senior Field Inspector	Inspects construction, submits daily field reports.	\$105
Field Inspector	Provide construction inspection services, write field reports.	\$90
Senior Field Eng. Technician	Conducts tests on soils, concrete, asphalt. Is fully certified.	\$85
Field Eng. Technician	Samples and tests asphalt, concrete, aggregate, and soils.	\$68
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$85
Laboratory Technician	Conducts tests on soils, concrete, asphalt.	\$62
Graphics/CAD Specialist	Prepares conceptual studies and designs.	\$105
CAD Technician	Assists in preparing CAD designs.	\$65
Administrative Assistant	Composes and types correspondence; maintains file system.	\$60

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 Laboratory tests are quoted on separate schedule or cost plus 15 percent for outside laboratory testing when applicable.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 1

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

REIMBURSABLE EXPENSES

SUB-CONSULTANT: Yeh and Associates

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½ x 11")	\$ 0 / each
Copies (8 ½ x 14")	\$ 0 / each
Red-line copies	\$ 0 / S.F.
Reproducibles	\$ 0 / page

Exhibit C

City and County of Denver (CCD) CAD STANDARDS

Introduction: The intended audience for the CCD CAD Standards is architects/engineers (A/Es) (or other contractors) preparing CAD deliverables for CCD, along with CCD staff requesting and reviewing CAD deliverables. Direct any questions to the CCD Project Manager. Paragraph numbers below are for ease of reference. It is the A/E's responsibility to obtain its own copy of the United States National CAD Standard® (NCS).

1. CCD has adopted the NCS. A/Es preparing CAD deliverables for CCD, including design and construction, must comply with the current NCS Version (Currently NCS V6). The purpose of the CCD CAD Standards is to set the following additional requirements.
2. CCD will not waive NCS or CCD CAD Standards requirements under any circumstances, including when A/Es use building information modeling (BIM). CAD drawings exported from the building information model must comply with NCS and CCD CAD Standards requirements.
3. A/Es must submit CAD drawings in DWG file format. CCD must be able to open the file in its current version of AutoCAD without being prompted with any error messages. Some examples of error messages include font not found, xrefs not found, image xref resolution errors, and proxy object errors. The "no error" requirement does not mean files must be authored in "out of the box" AutoCAD only. A/Es may use the following exceptions with advance approval and confirmation in writing from the CCD Project Manager:
 - A/Es may author files using all the advanced features (including the 3-D features) of Autodesk AutoCAD Architecture and AutoCAD MEP.
 - A/Es may use an AutoCAD third-party add-on, if the A/E provides CCD with a fully supported and free object enabler.
 - A/Es may use other vendor CAD applications as long as NCS and CCD CAD Standards requirements are met.
 - A/Es may choose to use more recent software versions than CCD is using, but the A/E must provide the more recent version files and a set of files saved as a version usable by CCD.
4. The A/E must include the following items with each drawing submission:
 - One self-contained file representing each single drawing sheet, with reference files inserted. If using AutoCAD, the appropriate command is Bind using the Insert selection. Do not explode result. Bound layers must maintain NCS layer names.
 - All project files (such as detail, model, sheet, and reference files) used to produce the paper drawing sheets. A/Es must make certain to include all base drawings, custom fonts, line types, pen tables, etc., used to produce the drawing submission. AutoCAD has an express tool command called etransmit that can create a package of all reference files.
 - One full-size set of the drawing sheets (as PDF files) capable of producing a paper drawing set.
5. The A/E is responsible for ensuring that all submissions by any subcontractors comply with the "no error" requirement and other NCS and CCD CAD Standards requirements.
6. CCD will verify that the CAD data and other materials submitted by the contractors complies. Any CAD drawing submission that does not substantially comply will be rejected. The contractor is responsible for correcting the submission to be in compliance.

7. Electronic files and media submitted to CCD must not contain computer viruses. The A/E must label media with the contract control number, project title, submission stage (i.e. Record Drawings, Bid Documents, etc.) and submission date. If the A/E must submit files on CDs or DVDs, they must be labeled and they may not contain compressed (ZIP) or self-extracting (EXE) files. CCD must be able to read all submitted media and without being prompted with error messages.
8. Contractors are responsible to keep all electronic deliverables for one (1) year; these items should be accessible to deliver as requested by the City and County of Denver, PUBLIC WORKS.
9. All digital files, associated data, and other products generated under any CCD design and/or construction contract become the property of the City.
10. The sheet file title block must contain the following information at a minimum and if applicable:
 - CCD contract/order number, project title, and project number
 - CCD building name, building number, and street address
 - Submission date, stage, and percent (for example, 100 percent construction documents)
 - A/E firm name(s)
 - Certifications (signatures and seals) (DWGS do not need to display)
 - Key plan and North arrow
 - Graphic scale
 - Drawing date and revision dates
 - Drawing title (type of drawing and contents) and drawing number
 - Drawing scale (plot scale of sheet file) and sheet size
11. The A/E must comply with the following requirements:
 - Draw models life size using architectural units. One drawing unit equals 1 inch.
 - Use sheet files to create views to scale of the model for plotting as a sheet.
 - Do not use a single file for multiple sheets. Use one file per sheet. This applies to DWG and PDF file formats.
 - Accurately represent actual building dimensions within 1 inch of exterior and half an inch of interior field measured conditions.
 - Use precision input and object snaps.
 - Ensure that line endpoints meet exactly, tangents intersect at a single point, and vertical lines are at exactly 90°.
 - Create entities within blocks on Layer 0 and avoid use of nested blocks.
 - Define objects' layers and line types by layer unless inside a complex block definition.
 - Put hatch patterns on their own layer.
 - Use PATT to modify any major or minor group in the layer list. Do not explode.
 - Limit use of ANNO as a minor group field.
 - Include any A/E-defined hatch patterns, line types, and colors with drawing submission.
 - Ensure that plotted text does not appear smaller than one-eighth of an inch height (one-sixteenth of an inch on half-size drawings).
 - Purge drawings of unreferenced blocks, layers, and line types. If using AutoCAD, audit as well.
 - Delete objects outside drawing limits and zoom to drawing extents.
 - All external reference files must use a common insertion point.
12. CCD may provide the A/E with existing CAD drawings for convenience. However, these drawings must be used as a base reference only. Unless otherwise specified by the contract documents, the A/E

is responsible for field verification of existing conditions and ensuring that all electronic deliverables are accurate and comply with NCS and CCD CAD Standards requirements.

13. Construction documents must be signed and sealed by the responsible design professional. To meet this requirement, the A/E must submit a full set of 100 percent final construction documents as PDF files. Each drawing sheet, as well as the cover pages of the specifications and any engineering calculations, must display the appropriate signatures and seals.



EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/06/2016

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

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

Table with 2 main columns: PRODUCER (Marsh Sponsored Programs) and CONTACT NAME (acecclientrequest@marsh.com). Includes sub-sections for INSURER(S) AFFORDING COVERAGE with details for INSURER A, B, C, D, E, and F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured when required by written contract.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City and County of Denver) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of Brenda Kinast).

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