

ON-CALL PROFESSIONAL LAND SURVEYING SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

MERRICK & COMPANY

Contract No. DOTI-202369451

THIS AGREEMENT (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a home rule municipal corporation of the State of Colorado, and **MERRICK & COMPANY** (the "Consultant"), a Colorado corporation, whose address is 5970 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111.

RECITALS:

1. The City, through its Department of Transportation and Infrastructure (the “Department”) desires to secure “readily available” professional land surveying services and related technical services to support the Department on an "as needed" basis; and

2. The Consultant represents that its owner(s) include a duly-licensed professional land surveyor of the State of Colorado, and that the Consultant has the present capacity, experience and qualifications to perform professional land surveying services for the City in connection with various City projects, as specified in this Agreement; and

3. In response to the City’s Request for Qualifications, the Consultant submitted a Qualifications Statement for such services to the City. The Consultant and the City have negotiated a Scope of Services and Fee Proposal for such professional services, a copy of which is 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 land surveying services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City’s Executive Director of the Department of Transportation and Infrastructure (“Executive Director”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the City Surveyor, or designee(s), as the Executive Director’s authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Consultant under this Agreement. The City Surveyor and from time to time in conjunction with the City’s Director of Real Estate, as applicable, 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 Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director's behalf by written notice to the Consultant.

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

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

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional land surveying 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, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to survey each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, of the City, state and federal government and all industry standards.
- (c) All professional services, surveys, drawings, specifications and other work, or deliverables provided under this Agreement for any specific project shall be adequate and sufficient for the project and its intended purpose.
- (d) The Consultant shall prepare the surveys and other documents as requested for each project in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (e) The surveys, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Executive Director and the user agency for any identified phase of a project, must

represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all professional land surveying skills applicable to that phase of the project.

- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City. The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget:

- (a) The Consultant agrees to discuss the City's program and budget for each assigned project with the City Surveyor and further agrees, unless it has notified the City in writing that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and final proposal cost. Should the Consultant determine that an assigned project cannot be accomplished within the final proposed cost, the Consultant shall immediately notify the City Surveyor, in writing, so that the project scope or project budget can be reviewed and modified, if necessary.
- (b) If the City requires the Consultant to prepare a formal and/or informal proposal with a maximum estimated fee, delineated scope of work and time schedule for a particular project, the Consultant agrees to complete the project within the limits of the approved final proposal cost and during the approved time schedule, unless otherwise modified by the City. Should all project work exceed such cost, the Consultant agrees to complete the project at no additional cost to City and, in a manner acceptable to the City. Notwithstanding the foregoing, the Consultant agrees and understands that the City may solicit formal and/or informal proposals in a "mini-bid" format for a particular project from all of its on-call professional land surveyors. The City may evaluate the proposals with criteria established by the City in its sole discretion and may award work on a particular project from the submitted proposals.

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 the City Surveyor, or as otherwise directed by the City. Such coordination may also include field and office reviews of surveys and other documents as required for any specific project. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments:

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the

Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.

- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional land surveying 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 C**. The hourly rates specified in **Exhibit B** include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the 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 Executive Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Executive Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Executive Director shall notify the Consultant and give the Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, the Executive Director may require the Consultant to reassign or replace such key personnel. If the Executive Director notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, and the Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict.
- (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 Executive Director a list of any additional key

professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Executive Director before they are assigned to a specific project.

- (k) The Executive Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services - General

- (a) The Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced land surveying 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 Executive Director 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) The maximum fee for the Consultant's proposed services.
 - (2) The surveying 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.
- (c) Upon approval by the Executive Director 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.
- (e) The Consultant's basic services for each project to which it is assigned may consist of any of 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) The Consultant shall perform all additional research or investigation it deems necessary to ensure a complete understanding of the project.
- (3) 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.
- (4) The Consultant shall then review with the City the project requirements with the City to confirm its understanding of the project, budget and any applicable limitations.
- (5) The Consultant shall also prepare preliminary specifications, when specifically requested, for each project. 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 also provide, as part of this phase, all applicable services referenced in **Exhibit A**.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its service performed and expenses incurred under this Agreement and each task order as follows.

3.01 Basic Services: The City agrees to pay the Consultant, as compensation for any basic services rendered for a particular project, either a maximum basic services fee, to be set forth in each approved project, proposals prepared prior to commencement of any and all 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 or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, parking, 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 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 Additional Services: The Consultant shall be compensated for any previously approved additional services performed for any assigned project, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.

3.04 Special Services: Subject to prior approval of such costs by the Executive Director, the Consultant shall be paid its actual costs for special supplies or services and when applicable for Consultant's actual time spent overseeing work not included within either the services listed in **Exhibit A** or any other exhibits for individual projects subsequently incorporated herein, but which the City specifically directs the Consultant to provide under this Agreement.

3.05 Invoices: The Consultant shall invoice and be paid monthly in proportion to the progress of the work on each assigned project. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Consultant shall maintain 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 Surveyor, 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 support documentation 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. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

3.06 Maximum Contract Amount; Funding:

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all work performed under this Agreement, shall not exceed a maximum of **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 U.S. DOLLARS (\$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, whether direct or contingent, 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 Executive Director, 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. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (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 Executive Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's work on a 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 stated on the City's signature page 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 as of the expiration

date of this Agreement and the term will extend until the work is completed or earlier terminated by the Executive Director. Notwithstanding the foregoing, the City, at its sole option may renew this Agreement for up to two (2) additional one (1) year terms by written amendatory agreement executed in the same manner as this Agreement.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time upon written notice if the Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) 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.
- (d) Notwithstanding the preceding paragraphs, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick-backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- (e) 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.
- (f) 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 have no claim against the City by reason of, or arising out of, incidental or relating to termination, except 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.
- (g) All surveys, 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. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

- (h) 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 surveys, 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 the 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 documents, and all data used in the development of the same, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (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 AutoCAD files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City Surveyor, upon termination or expiration of this Agreement.

5.03 Minority and Women Business Enterprise (MWBE) Requirements

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 20%.
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:
 - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
 - (3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
 - (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project

subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

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

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

5.08 Insurance:

- (a) General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as

Exhibit D, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- (c) Additional Insureds: For Commercial General Liability, Business Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
- (i) Professional Liability (Errors & Omissions): Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

5.09 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.

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

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

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

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

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

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

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

5.14. Conflict of Interest:

- (a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the 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, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

5.15 Inurement: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

5.17 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.

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

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

5.20 Use, Possession or Sale of Alcohol or Drugs: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

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

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

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

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

5.24 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 the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

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

to the City:	Department of Transportation and Infrastructure Attn: Executive Director 201 West Colfax Avenue Dept. 608 Denver, Colorado 80202
with a copy to:	City Attorney's Office 201 West Colfax Avenue Dept. 1207 Denver, Colorado 80202
to the Consultant:	Merrick & Company 5970 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111

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

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

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

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

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

5.30 City Execution of Agreement: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

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Contract Control Number: DOTI-202369451-00
Contractor Name: MERRICK & COMPANY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202369451-00
MERRICK & COMPANY

By:  _____
DB98C41CC1E94D8...

Name: Torin Haskell
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

The Consultant's services for each project to which it is assigned may consist of any one or combination of the following scope of work items: boundary surveys (including monumented land survey plats and ALTA/NSPS land title surveys), right-of-way surveys, ownership maps, monumentation diagrams, aerial surveys, topographic surveys, construction layout, as-built surveys, subsurface utility engineering surveys, updating existing surveys, preparing legal descriptions and exhibits, preparing Subdivision Plats, locating improvements, determining property lines, providing survey related GIS services, range point restoration (full dig and/or paved-overs), document scanning and indexing, and various other additional survey related tasks.

The successful Professional Land Surveying Services firms shall possess the requisite expertise to successfully complete all the various scope of work items outlined within this request for qualifications, whether provided directly by the prime consulting firm or one of their sub-consultant team members working with them to support any facet of the various task order work scopes.

EXHIBIT B

RATES

PRIME TEAM MEMBERS

Prime: Merrick & Company

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

Title/Classification	Responsibilities	Rate/Hr.
Survey Project Manager	Manage projects, assign resources, review deliverables	\$ 243.87
Project Controls / Admin	Accounting duties, assist PM in creating invoices	\$ 119.30
Lead Surveyor	Supervise, plan, and assess proposed field survey projects	\$ 137.98
GPS Processor	Process field data, prepare field packages, review field notes	\$ 137.98
Sr. Professional Land Surveyor	Manage survey projects, boundary analysis, QC	\$ 220.32
Professional Land Surveyor	Perform survey boundary analysis, red line work products	\$ 149.37
Survey CAD Technician	Compile field data into survey products, plats, maps	\$ 120.11
One-Person Crew*	Perform field work, includes equipment and vehicle	\$ 149.99
Two-Person Crew*	Perform field work, includes equipment and vehicle	\$ 225.03
Utility Designations / SUE*	Perform utility designations, includes equipment and vehicle	\$ 150.18
Remote Sensing / GIS Project Manager	Day-to-day management of remote sensing and GIS projects	\$ 269.81
Aerial Triangulation (AT) Technician	Performs AT tasks for film and digital imagery	\$ 113.99
Photogrammetry Supervisor	Supervise responsibilities for AT and photogrammetry Techs.	\$ 204.92
Photogrammetry Technician	Perform data compilation of breaklines and planimetry	\$ 101.93
Imagery Supervisor	Supervision responsibilities for Imagery Analysts	\$ 156.82

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

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

PRIME TEAM MEMBERSPrime: Merrick & Company

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

Title/Classification	Responsibilities	Rate/Hr.
Imagery Analyst	Ortho rectification, mosaicking, seamline edits, image edits, etc.	\$ 121.08
GIS Supervisor (ArcInfo)	Supervises GIS Technicians	\$ 186.51
GIS Analyst (ArcInfo)	Development and preparation of final GIS data deliverables	\$ 102.76
GIS Applications Supervisor	Supervises senior and lower level Application Analysts	\$ 186.51
GIS Applications Senior Analyst	Application needs assessment, design, programming, development	\$ 156.38
GIS Applications Analyst	Application testing, analysis, application design support	\$ 156.38
QC/Edit Supervisor	Supervision responsibilities for CAD/Edit technicians	\$ 204.92
Edit CAD/Edit	QA/QC and edit tasks of remote sensing derivative products	\$ 87.61
Lidar/Imagery Flight Planning	Preliminary and final flight planning exercises	\$ 113.99
Lidar/Imagery Data Collection	Verify flight plans, field collection, field coverage check, etc.	\$ 73.05
Lidar Post-processing	Lidar coverage and quality review, data processing, etc.	\$ 128.72
Lidar Classification	Lidar classification, secondary control checks, final formatting	\$ 90.46
Imagery Post-processing	Digital imagery production tasks, including GNSS, IMU, EO	\$ 156.82
Lidar/Imagery Project Management	Supervision of all internal remote sensing production phases	\$ 299.82
MARS® Support / Training	Tasks for Merrick Advanced Remote Sensing (MARS®) Software	\$ 127.77
Hyperspectral Scientist	hyperspectral, multi-spectral, and thermal (FLIR) airborne imagery	\$ 331.35

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

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

REIMBURSABLE EXPENSESPrime: Merrick & Company

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>20</u> / page

ADDITIONAL COSTS*Surveying Related:*

Drone/UAS	\$ 150.00/day
ATV	\$ 100.00/day
NavVis	\$ 400.00/day

Aerial/LiDAR Related:

Vehicle (Truck) Mobilization	\$ 0.90/mile
Twin Engine Fixed-wing Aircraft w/Pilot	\$ 808.49
Lidar/Imagery Onsite	\$ 918.64
Lidar/Imagery Mobilization	\$ 7.60/mile

SUB TEAM MEMBERSSub: 105 West, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Dir.of Survey/Mapping	Project Principal/Perform Survey work and ROW work	\$155
Project Surveyor	Manage Projects/day-to-day field operations & surveying	\$135
Survey Technician	Perform all types of surveying required for completion	\$110
Party Chief	Perform field work and coordination	\$105
Instrument Operator	Assist Party Chief in performing field work/coordination	\$75
Administrative	Perform administrative duties	\$80
Survey Crew (1-Man)	Perform field work and coordination	\$150
Survey Crew (2-Man)	Perform field work and coordination	\$180
Survey Manager	Manage Projects/Perform Survey work and ROW work	\$150

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

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

REIMBURSABLE EXPENSES

Sub: 105 West, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.12</u> / each
Copies (8 1/2 x 14")	\$ <u>0.14</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERSSub: CompassData, inc

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

Title/Classification	Responsibilities	Rate/Hr.
PLS (Professional Land Surveyor)	Surveyor in responsible charge, survey calculation, review of field and office work.	\$125.83/Hr
CFedS (Certified Federal Surveyor)	Research work from BLM, Federal, State and Indian Land.	\$115.39/Hr
CP (Certified Photogrammetrist)	Photogrammetrist review of photogrammetric work, acquisition methods and final products.	\$115.04/Hr
Project Manager	Managing Projects from start to finish, point of contact.	\$95.24/Hr
QA/QC Manager	Setting procedures, verification, and validation of data. ISO 9001:2015 documentation, monitoring, and review.	\$70.60/Hr
Data Processor	Processing GPS, Total Station and Levelling Data. Processing Drone, Lidar and Mobile Mapping Data.	\$70.76/Hr
Survey Drafting	Drafting maps, drawings, cross sections, plan views, contours, DEMs, DTMs, and vector extraction.	\$65.76/Hr
Field Crew Manager	Managing field operations, equipment, and logistics	\$70.60/Hr
Technical Lead	Defining procedures. Software analysis. Technical review.	\$80.15/Hr
Field Service Personnel (1)	Performing field work. In charge of decisions in the field.	\$65.67/Hr
Field Service Personnel (2)	Assistant to the above	\$65.67/Hr
Certified Drone Pilot	Operating safely drones and other equipment.	\$70.60/Hr

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

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

REIMBURSABLE EXPENSES

Sub: CompassData, Inc.

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

Actual Costs

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

Charge Rate

\$ not applicable / each

\$ not applicable / each

\$ not applicable / S.F.

\$ not applicable / page

SUB TEAM MEMBERS

Sub: Eugene Lynne

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project lead, design concepts, project oversight	\$177/hr
Professional Land Surveyor	Oversee field staff and design deliverables	\$155/hr
Project Surveyor	Perform field and office tasks, direct Survey Technician	\$115/hr
Surveying Technician II	Perform field and office survey tasks, direct Survey Tech I	\$95/hr
Surveying Technician I	Perform field and office survey tasks	\$90/hr
One-Person Field Crew	Data Collection in Field (one person with vehicle and equipment)	\$153/hr
Two-Person Field Crew	Data Collection in Field (two person with vehicle and equipment)	\$192/hr

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

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

REIMBURSABLE EXPENSES

Sub: Eugene Lynne

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.75</u> / each
Copies (8 1/2 x 14")	\$ <u>1.00</u> / each
Red-line copies	\$ <u>2.75</u> / S.F.
Reproducibles	\$ <u>17</u> / page

SUB TEAM MEMBERSFirm Name: H.C. Peck & Associates, Inc.

List **ALL** potential firm personnel title/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	Project oversight/ troubleshooting; title Research, preparation of title commitments and other title-related reports/memos; & title curative.	225
Title Staff	Title Research, preparation of title commitments and other title-related reports/memos.	150

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

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

REIMBURSABLE EXPENSES

Subconsultant: H.C. Peck & Associates, Inc.

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: Legacy Traffic Management

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

Title/Classification	Responsibilities	Rate/Hr.
Traffic Control Supervisor (TCS)	Setting and Maintaining lane/road closures	\$103.00
Traffic Control Laborer	Assists TCS with setting and maintaining closures and flagger breaks.	\$55.50
Flagger	Flagging traffic and stop/slow one lane road operations.	\$34.50
Project Manager	Works with contractor to schedule and ensure quality of traffic control services.	\$119.50
Truck Mounted Attenuator (TMA) W/Driver	Follows mobile crews when a static closure is not an option.	\$114.00
Uniformed Traffic Control W/Vehicle	UTC is needed when working in a lit intersection.	Market Price
Traffic Control Planner	Draft traffic control plans as needed. 1 hour min.	\$100.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.15.

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

REIMBURSABLE EXPENSES

Sub: Legacy Traffic Management

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

Actual Costs

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

Charge Rate

\$ NA / each

\$ NA / each

\$ NA / S.F.

\$ NA / page

SUB TEAM MEMBERSSub: Stolfus & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Directs all aspects of firm's operations.	\$245
PE-5	Project Director providing advice and quality assurance	\$215
PE-3	Project manager responsible for leading the design team	\$195
PE-2	Project engineer/manager serving as design or mgmt lead	\$170
PE-1	Project engineer serving as the design lead	\$155
EIT 3	Non-licensed engineer performing under PE supervision	\$140
EIT 2	Engineer-in-Training performing under PE supervision	\$135
EIT 1	Entry level engineer performing under PE supervision	\$130
Student Intern	Engineering student receiving practical training	\$75
Administrative Assistant	Performs routine clerical/office support work	\$80
Staff Accountant	Performs routine accounting/budget work	\$105

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7269.

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

REIMBURSABLE EXPENSES

Sub: Stolfus & Associates, Inc.

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

Actual Costs

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

Junior Vac Technician	Performs test hole and locating activities, operates associated equipment	\$ 90.00
Senior Utility Coordinator	Performs utility coordination tasks	\$ 182.00
Utility Coordinator	Performs utility coordination tasks	\$ 165.00
Administrative	Performs administrative tasks	\$ 98.00

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

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

REIMBURSABLE EXPENSES

Sub: SurvWest, LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.25/each
Copies (8 1/2 x 14")	\$0.25 each
Red-line copies	\$0.85/S.F.
Reproductions	\$0.25/page

SUB-CONSULTANT TEAM MEMBERSFirm Name: Underground Consulting Solutions

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.
Underground Utility Locating	Calling UNCC, obtaining necessary permits, field pre marks	\$150.00
Engineered Utility Locating	Calling UNCC, obtaining necessary permits, field pre marks	\$150.00
Story Staking	Calling UNCC, obtaining necessary permits, field pre marks	\$150.00
Utility Potholing	Calling UNCC, obtaining necessary permits, identifying top, bottom, width of each utility to the extent possible, backfilling/plugging holes, marking pothole name, utility size/type, etc., provide pothole data sheets	\$300/hole
Hard Surface Coring and Restoration	Includes coring of pavement and concrete and restoration to specs.	\$180/hole
Utility Locating and Mapping	Calling UNCC, obtaining necessary permits, utility locating/field pre-marks, utility owner verification, and mapping	\$250.00
Utility Coordination	Calling UNCC, field pre-marks, and meeting pre-dig locators	\$150.00
Traffic Control	Obtain necessary permits, install traffic control barriers/cones/etc. and flaggers as required, set up, and tear down	\$1500/day
Uniformed Traffic Control Plan (UTCP)	Same as Traffic Control with a traffic control supervisor and uniformed officer	\$2200/day

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

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: Underground Consulting Solutions_____

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	n/a
Copies (8 1/2 x 14")	n/a
Red-line copies	n/a
Reproducibles	n/a

EXHIBIT C

KEY PERSONNEL

Key Professional Staff

Merrick's field and office staff bring an average of 25 years of experience completing Colorado surveying projects. The Merrick team will draw upon the experience of our MWBE subconsultants and in-house resources to maintain the staffing and capacity to address each task order promptly. Biographies for key Merrick staff based out of our Greenwood Village and Loveland office are included below and information on subconsultants is provided on page 20.

EXPECTED STAFF CONTRIBUTION

Expected contribution of each of key individual is represented as a percentage of the total effort and their respective workload during the contract period. While these estimates are based on current workloads and experience on past projects with the City, the time dedicated to City projects will be dependent on the number and types of projects received.

MERRICK KEY STAFF & RESPONSIBILITIES	UNIQUE EXPERIENCE
 <p>John Wilhelm, PLS, CFedS <i>Contract & Project Manager, MWBE Coordinator</i></p> <p>John has three decades of experience overseeing surveying projects for federal, state, and local municipalities. John will serve as the primary point of contact and will be responsible for all contractual obligations for the City, ensuring each task order is staffed appropriately.</p> <p>Expected Time Contribution to this Contract: 10-15%</p>	<ul style="list-style-type: none"> • Experience supporting on-call task orders for CCD, the City of Westminster, and other Colorado clients • Contract manager for current on-call survey work with Denver Water • Served CCD in a staff augmentation capacity on previous on-call contracts
 <p>Todd Beers, PLS <i>Lead Surveyor, QA/QC</i></p> <p>Todd has more than 40 years of experience serving as manager and director of a wide range of surveying efforts and lidar applications. He Todd is very active in the Professional Land Surveyors Society of Colorado (PLSC) and received the PLSC "Surveyor of the Year" award in 2013. Todd will coordinate field efforts for staff deploying out of the Greenwood Village office.</p> <p>Expected Time Contribution to this Contract: 10-15%</p>	<ul style="list-style-type: none"> • Experience supporting on-call task orders for Arapahoe County, City of Boulder, Denver Water, and other Colorado clients • Experience collaborating with CCD on a variety of Xcel Energy and RTD projects • Past President of the Professional Land Surveyors of Colorado
 <p>Jacob Frisch, PLS, CFedS <i>Lead Surveyor, QA/QC, Project Manager</i></p> <p>Jake has more than 25 years of technical and production management experience involving ALTA/NSPS land title surveys, boundary surveys, land survey plats, plan & profiles, topographic surveys, subdivision plats, and GIS and remotes sensing projects. He leads Merrick's northern Colorado survey team and will provide support from our Loveland office.</p> <p>Expected Time Contribution to this Contract: 10-15%</p>	<ul style="list-style-type: none"> • Experience supporting on-call task orders for CCD, the City of Broomfield, City of Fort Collins, and other Colorado clients • Project Manager for Sand Creek and Second Creek Interceptor Project, which involved CCD collaboration • Former President of Chapter 6 of the International Right of Way Association



MERRICK KEY STAFF & RESPONSIBILITIES

UNIQUE EXPERIENCE

**Ken Ouellette, PLS***Project Surveyor, ROW Expert*

Ken has more than 40 years of experience as a professional land surveyor for municipalities across the Front Range and has extensive experience in construction, design-build, and land development projects. Over the past 10 years Ken has completed 50+ ALTA surveys in CCD. As a CDOT ROW plans expert, Ken will coordinate with our team to ensure complete deliverables and compliance with CDOT-related project tasks.

Expected Time Contribution to this Contract: 15-20%

- Developed CDOT-specific ROW plan sets for Sky Ridge Bridge for the RidgeGate Development and Clay Community Trail for Mile High Flood District
- Experience supporting work for CCD, including construction staking for Denver International Airport and design surveys for the Globeville Landing Sewer Outfall
- Project manager & Principal Surveyor for the Arapahoe County Water and Wastewater Authority (ACWWA)

**Chad Pringle, PLS, CFedS***Project Surveyor, Utility Survey Specialist, Project Manager*

Chad has 17 years of land surveying experience including establishing survey control, level loops, field staking and layout, ROW-related tasks, and boundary retracement. Chad will provide field and office coordination support to ensure field packages are assembled and utilities survey data is processed to project specifications.

Expected Time Contribution to this Contract: 15-20%

- Completed more than 100 surveys for Xcel Energy while employed at Merrick
- Worked on a variety of projects for local municipalities including Jefferson County, the City of Broomfield, and the City of Westminster
- Experience conducting ROW and ALTA Surveys for CCD utilities, landscape features, signs, structures, sanitary and storm drain as-builts.

**Ian Eldridge***Chief of Parties, Remote UAS Pilot, Terrestrial Lidar Lead*

Ian is a surveyor with almost 20 years of experience in the lidar laser scanning and construction surveying fields. His experience includes 12 years of field surveying and four years of terrestrial lidar and UAS experience. Ian will lead Merrick's survey teams and support specialized projects by operating UAS and lidar equipment.

Expected Time Contribution to this Contract: 20-30%

- Chief of Parties for on-call survey tasks for Denver Water, including manhole scanning and topographic surveys
- Led lidar scanning and topographic surveys for Metro Water Recovery's Second and Sand Creek Interceptors
- Completed terrestrial lidar and UAS surveys of the Gross and Hazeltine reservoirs for Denver Water

**Erika Zimmerman, PLS***Survey Technician Lead*

Erika has more than 15 years of surveying experience on a wide variety of surveying projects. Her strengths are topographic surveys, plan and profiles, plats, ROW plans, boundary determination, and creation of easement descriptions/exhibits. Erika will lead survey technicians in the preparation of deliverables to ensure quality and completeness.

Expected Time Contribution to this Contract: 20-30%

- Lead Survey Tech for projects for Denver Water, Metro Water Recovery, City of Westminster, and CCD
- Senior Survey Tech for ROW determination for the Barker-Lacombe Transmission Line in Denver
- Experience completing civil, environmental, geotechnical, and structural engineering



MERRICK KEY STAFF & RESPONSIBILITIES

UNIQUE EXPERIENCE



Cory Bloomfield, PLS

Senior Survey Technician

Cory has almost two decades of surveying experience as a Party Chief and Survey Technician. He will support the City with extensive experience creating topographic, boundary, and planimetric surveys, plan and profiles, easements, and property descriptions, as well as processing and modeling terrestrial and airborne-based lidar scanning data.

Expected Time Contribution to this Contract: 20-20%

- Worked on the First Creek Interceptor project in the City of Denver, from both office and field positions
- Supported survey efforts for a number of municipalities in Colorado, including Arapahoe, Lincoln, and Elbert counties
- Founding member of Merrick's Diversity, Equity, and Inclusion Task Force



Merinda Lobato, GISP

Geodesist & Lidar Coordinator, Project Manager

Merinda has over 20 years of industry experience coordinating lidar, imagery, and GIS projects for a variety of surveying and mapping applications. She will support the City by coordinating projects requiring airborne and terrestrial lidar, ortho and oblique imagery, and meteorological data to generate deliverables.

Expected Time Contribution to this Contract: 5-15%

- Supported projects in the Denver area for Mile High Flood District, Xcel Energy, Denver Water, and Metro Water Recovery.
- Coordinated thousands of miles aerial mapping efforts for the Western Area Power Administration, USGS, and other remote sensing clients



Geoff Preston, CST III

Technical Drafting Lead

Geoffrey has more than 18 years of surveying experience and manages all survey software, workflows, and CADD standards for Merrick's survey group. His current responsibilities include the reduction of field notes and processing of conventional and GPS field survey data; production of plat, topographic, ALTA, and plan and profile survey drawings; creating property descriptions and drafting exhibits; and providing survey data and researching documents of record to support field crews.

Expected Time Contribution to this Contract: 20-30%

- Supported surveying efforts for Denver Water, the City of Thornton, Mile High Flood District, Metro Water Recovery, and the City of Broomfield
- Involved on infrastructure upgrades for numerous Colorado transmission lines for Xcel Energy
- Certified as a Level III Survey Technician and is experienced as a Survey CAD Manager



Kevin Kenna, PLS


Survey Party Chief

Kevin has almost 40 years of experience and is Merrick's longest-tenured survey team member. He has completed survey efforts in every state west of the Mississippi River and several other locations nationally and internationally. Kevin will be available to oversee survey processes both in the field and office, and ensure all field crews have clear site survey plans and equipment so that projects can launch efficiently.

Expected Time Contribution to this Contract: 20-30%

- GPS Party Chief on Xcel Energy surveying projects throughout Colorado
- Experience with utility inventorying, dam monitoring, developing geodetic networks, and construction survey tasks
- Experience with local municipal entities, including the City of Westminster, Colorado Springs Utilities, and the City of Broomfield, among others



MERRICK KEY STAFF & RESPONSIBILITIES		UNIQUE EXPERIENCE
 <p>Mike Ijams <i>GIS Services Lead</i></p> <p>As a GIS Director, Mike brings 20 years of experience supporting GIS applications and development, including 3D visualization. His proficiency in both GIS and 3D visualization enables him to enhance communication between designers, clients, and the public, resulting in a streamlined approval process.</p> <p>Expected Time Contribution to this Contract: 5-25%</p>	<ul style="list-style-type: none"> As an instructor at Santiago Canyon College, he taught Introduction to GIS as part of the College's Survey and Mapping Sciences curriculum In charge of leading GIS services for Merrick's partnerships with ACCWA, Aurora Water, and other Colorado Water and Sanitation Districts 	
 <p>Greg Jachyra <i>Utility Designation Lead</i></p> <p>Greg offers over 20 years in experience in Utility Designation and Subsurface Utility Engineering (SUE). He is well-versed in inverts, manhole blowdowns, confined space, and video pipe inspections and concrete scanning. Greg has drawn on his experience to drive our team's processes and financial investment into cutting edge utility locating equipment and will lead all utility designation efforts for this contract.</p> <p>Expected Time Contribution to this Contract: 20-30%</p>	<ul style="list-style-type: none"> Performed Quality Level A and B utility designation efforts for the National Western Center Program for CCD Supported high-traffic utility designation efforts for projects in Denver, Aurora, Glendale, and Colorado Springs Directed SUE projects for the Town of Breckenridge and City of Evans 	

Staff Involvement with Tab 2: Team Qualifications-Firms Projects

KEY STAFF	TAB 2 PROJECT EXPERIENCE							
	1	2	3	4	5	6	7	8
John Wilhelm, PLS, CFedS	●	●	●	●		●		
Todd Beers, PLS	●	●	●	●	●	●	●	●
Jacob Frisch, PLS, CFedS		●			●		●	
Ken Ouellette, PLS	●		●	●	●			●
Chad Pringle, PLS, CFedS	●	●						●
Ian Eldridge	●	●	●	●	●	●	●	●
Erika Zimmerman, PLS	●	●	●			●		

KEY STAFF	TAB 2 PROJECT EXPERIENCE							
	1	2	3	4	5	6	7	8
Cory Bloomfield, PLS	●	●		●	●			
Merinda Lobato, GISP	●	●					●	
Geoff Preston, CST III	●	●				●		●
Kevin Kenna, PLS	●	●	●		●	●		●
Mike Ijams	<i>Manages Merrick's Colorado GIS Clients</i>							
Greg Jachyra	●					●		●

TAB 2 PROJECT KEY

1. City Pipe & General Consulting On-Call
2. Second Creek & Sand Creek Interceptors
3. Pepsi Bottling Plant ALTA Survey
4. City & County of Denver ALTA Surveys

5. Old Hampden Avenue Utility Improvements
6. Breckenridge Pedestrian Walkway Survey & Control Network
7. ERWSD Control Network, Collection System Modeling, & GIS
8. RidgeGate Development Surveying Support

CONFLICTS OF INTEREST

Merrick and its proposed key staff have **NO** relationships within the past eighteen months that could create or appear to create a conflict of interest with the City if selected to the qualified pool of consultants for this contract. Additionally, Merrick certifies that, if selected, it will not take any engagement which could result in a conflict of interest without first receiving the informed consent, confirmed in writing, of the City.

STAFF COMMITMENT

Merrick assures that the staff proposed above and on the previous pages will be the staff assigned, visible, and working on City projects. The proposed staff members have been chosen to support this project based on their previous experience on relevant projects and availability to support the City. More information on the availability and capacity of our staff is provided in *Tab 4 – Capacity and Approach*.

MWBE Subconsultant Partners

Merrick's MWBE partners will provide additional resources, project flexibility, and support in accomplishing specific tasks for our team. We are committed to meeting the 20% MWBE participation on this contract and will work with our subconsultant team members to identify opportunities to ensure a diverse and equitable share of work. Information for our partners is included below.

MWBE SUBCONSULTANT BIOGRAPHY & ROLE

Underground Consulting Solutions (UCS) will provide underground utility location and SUE capacity as well as boring services for Quality Level A investigations. Merrick has partnered with UCS on over 200 projects, including work for Denver Water, Metro Water Recovery, and dozens of other local Colorado municipal and district entities for infrastructure engineering projects.

H.C. Peck & Associates, Inc. (H.C. Peck) is a full service national right-of-way acquisition and relocation company, providing professional land services to both private industry and government agencies. They are a certified MWBE and SBE firm with over 25 years of experience performing services for Denver. For this contract, they will provide as-needed title services and right-of-way research. Merrick has worked with H.C. Peck on over 15 major infrastructure projects in Colorado, including the 27th Street Drainage project in Denver and Metro Water Recovery's Second and Sand Creek Interceptors.

105 West, Inc. (105 West) is a Denver-based land surveying firm, specializing in the transportation engineering industry. 105 West is certified as a SBE, MWBE, and DBE and has more than a decade of experience working on Denver projects. 105 West has previously worked with Merrick on major Denver projects such as the National Western Center Horizontal Infrastructure, performing the vast majority of the surveying work on this important and visible City project. 105 West will provide survey capacity during this contract.

CompassData, Inc. (CompassData) specializes in surveying, remotely-sensed data, and photogrammetry for engineering and GIS application. Merrick has partnered with CompassData on other major efforts, including several remote-sensing projects with United States Geological Survey (USGS). CompassData will serve as survey capacity.

Eugene Lynne, LLC (EL) is a land surveying and civil engineering consulting firm that provide services include topography and utility mapping, boundary determination, and construction surveying. EL has provided services on locally for a variety of projects such as Denver Central Library design, Morrison Road Improvements, and Washington Park construction. EL will provide survey capacity on this contract.

SurvWest, LLC (SurvWest) is a dynamic firm specializing in surveying/mapping, construction layout, SUE, utility and railroad coordination, and real estate services. SurvWest is a certified MWBE with the City and is currently on Merrick's team supporting infrastructure engineering for work on Denver's National Western Center. They will provide surveying capacity and utility designation support on this contract.

Stolfus & Associates, Inc. (Stolfus) has provided access management, traffic management, safety services, and roadway design to Colorado communities for over 20 years. Currently, Stolfus is a part of Merrick's Horizontal Infrastructure team for the National Western Center. For this contract, Stolfus will provide traffic control plans.

Legacy Traffic Management, LLC (Legacy) has over 20 years of combined experienced in the state of Colorado and have supported Merrick on numerous surveying projects for Denver Water. Legacy will provide supervisors, flaggers, barricades, and signs to safely manage traffic. Additionally, they will complete onsite assessments, drawing management plans, and permitting assistance when needed.



EXHIBIT D

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

3/1/2024

DATE (MM/DD/YYYY) 2/28/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____			
	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">PHONE (A/C, No. Ext):</td> <td style="width: 30%; border: none;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2" style="border: none;">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No. Ext):	FAX (A/C, No):	E-MAIL ADDRESS:
PHONE (A/C, No. Ext):	FAX (A/C, No):			
E-MAIL ADDRESS:				
INSURER(S) AFFORDING COVERAGE				
INSURER A: Hartford Casualty Insurance Company	29424			
INSURER B: Allied World Surplus Lines Insurance Company	24319			
INSURER C: Twin City Fire Insurance Company	29459			
INSURER D: Hartford Fire Insurance Company	19682			
INSURER E:				
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** 18232601 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	37UUNOLS760	3/1/2023	3/1/2024	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	Y	Y	37UENOLS761	3/1/2023	3/1/2024	<table style="width: 100%; border: none;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$ XXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$ XXXXXXXX</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$ XXXXXXXX</td></tr> <tr><td>COMP/COLL DED</td><td>\$ 1,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ XXXXXXXX	BODILY INJURY (Per accident)	\$ XXXXXXXX	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	COMP/COLL DED	\$ 1,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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COMP/COLL DED	\$ 1,000																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	37 XHU OL5762	3/1/2023	3/1/2024	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td></td><td>\$ XXXXXXXX</td></tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$ XXXXXXXX								
EACH OCCURRENCE	\$ 3,000,000																				
AGGREGATE	\$ 3,000,000																				
	\$ XXXXXXXX																				
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WEOL6HSJ	3/1/2023	3/1/2024	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
B	<input type="checkbox"/> PROF & POLL LIAB. SHARED LIMITS-CLAIMS MADE	N	N	0312-7589	3/1/2023	3/1/2024	\$2,000,000 PER CLAIM & \$2,000,000 ANNUAL AGGREGATE SIR \$50,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL, AUTO AND UMBRELLA LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTEREST IS INCLUDED ON THE GENERAL LIABILITY PER THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER 18232601 CITY AND COUNTY OF DENVER 201 W. COLFAX AVE. DEPT. 1207 DENVER CO 80202	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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