

ON CALL PROFESSIONAL SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

IRON HORSE ARCHIRECTS INC.

Contract No. 202368011-00

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered effective as of the date set forth on the City’s signature page below (**“Effective Date”**), by and between the **CITY AND COUNTY OF DENVER** (the **"City"**), a municipal corporation of the State of Colorado, and **IRON HORSE ARCHITECTS INC.** (the **"Consultant"**), a Colorado corporation, whose address is 1900 Grant Steet, Suite 1130, Denver, Colorado 80203, US.

RECITALS

1. The City, through its Department of Transportation and Infrastructure, wishes to secure professional services and related services to support the Department’s Project Delivery Administration on an "as needed" basis; and

2. The Consultant represents that it has the present capacity, experience and qualifications to perform professional services for the City in connection with the planning, design and construction, as applicable, of various City projects, as specified in this Agreement; and

3. In response to the City’s Request for Qualifications, the Consultant submitted a Proposal for specific categories and services to the City. The Consultant and the City have negotiated a basic scope of categories and services, which includes the committed MWBE participation goals (**Exhibit A**) established by the Division of Small Business Opportunity (**“DSBO”**), and Rates for such professional services (**Exhibit B**), copies of which are attached hereto.

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 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 (**“Manager”**) is the City's representative

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responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the Manager of the Program Resource Office (“**Manager Program Resource**”) as the Manager’s authorized representative for the purpose of designating a Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director’s behalf by written notice to the Consultant.

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

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

SECTION 2 – CONSULTANT’S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to plan, design and/or engineer each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement shall be adequate and sufficient for their intended purpose.
- (d) All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.

- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Consultant shall prepare the plans, specifications and other documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents. The Consultant shall be responsible for correcting any errors or omissions found by the City at no cost to the City.
- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing, the Consultant shall produce plans and Record Documents using AutoCAD Civil 3D and comply with applicable CAD Standards. In addition, all deliverables shall be provided using established City supported tools and formats, or those that are defined in the task order scope of work. An electronic copy of all final project documents shall be delivered to the Project Manager on completion of the Work. Final payment may be held until the receipt of the Record Documents and electronic documents. The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or other construction management techniques. The Consultant agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Consultant prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Director and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all planning and engineering skills applicable to the assigned task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any employee, agent, consultant or subconsultant of the City.
- (j) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

- (k) The contractor shall provide value engineering. If the Contractor designs a project that exceeds the budget provided by the City, then the contractor shall, at no cost to the City, revise their design to fit the City's scope and budget.

2.03 Program and Budget.

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

2.04 Coordination and Cooperation.

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific task. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified by category and reflected in **Exhibit C**, will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, professional design personnel in sufficient strength to meet the requirements of the City. Such

personnel shall be of the classifications and rates referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written task order.

- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Director shall notify the Consultant and give the Consultant the time which the Director considers reasonable to correct such performance. Thereafter, the Director may require the Consultant to reassign or replace such key personnel. If the Director notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City. Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Director before they are assigned to a specific task.
- (k) The Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives

the list of changes. If the Director or her designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) The Consultant shall, under the general direction of and at the written request of the Director, furnish experienced personnel to support the Department’s existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved task proposal for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned and its proposal is approved.
- (b) When directed by the Director to perform a particular task or tasks, within the scope of the categories agreed upon and outlined within **Exhibit A**, attached hereto, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant’s services are required and shall set forth, at a minimum all of the following:
 - (1) A not to exceed maximum fee for the Consultant’s proposed services.
 - (2) Itemized fee breakdown. No markup will be allowed on basic services or reimbursables.
 - (3) The additional services budget, if any, for the task.
 - (4) Any reimbursable expenses approved pursuant to paragraph 3.02.
 - (5) A detailed description of the task and scope of work (the “Work”).
 - (6) A list of deliverables for the task.
 - (7) An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Director of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
- (d) The assigned task shall be performed in conformance with the approved task specific proposal. The terms of this Agreement cannot be altered by task order.
- (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall not proceed with any Task until a Notice to Proceed is execute by the City and issued to the Consultant.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.

- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the task specific proposal for such task, and included in the Consultant's basic services responsibilities for such task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Specific.

The services described in this Section may be assigned as awarded, negotiated and applicable, and are included in the agreed to fee for each task as referenced in the attached exhibits.

- (a) Review and Assessment. Assess and measure likelihood of Program financial success, and identify and propose improvements to ensure quality of financial information available. Provide a review and assessment of the Program's scope, progress, performance and financial status and forecasts as measured against baseline schedules and budgets.
- (b) Risk Analysis. Identify potential issues, risks and cost exposures, and provide early warning of issues in order to mitigate or minimize impacts.
- (c) Reporting and Communication. Report and communicate key issues and opportunities to interested agencies including but not limited to Department of Transportation and Infrastructure, Arts Venues Denver, the Mayor's Office, Parks and Recreation, City Council members, and outside partners to manage expectations and needs of affected parties.
- (d) Financial Tracking and Reporting. Gather necessary data, prepare and deliver financial reports that meet the needs of the City and other stakeholders.
- (e) Support Financial Tracking. Consultant will direct City staff on financial reporting requirements and compile financial information to prepare summary level data of project expenses (both projected and actual). Consultant will support "change management" practices to address needed project funding adjustments.
- (f) Scheduling Support. Consultant will compile necessary information to prepare summary level data of overall project schedules. Consultant will support "change management" practices to address needed project schedule adjustments.
- (g) Contract Support. Consultant will support Intergovernmental Agreements (IGAs) and other contracts related to Program.
- (h) Status Updates. Provide ongoing formal and informal presentations to the City team, City Council, and outside partners on status of the Program, including details on project status and financials.
- (i) Meetings. The Consultant shall attend such meetings as may be required for a complete understanding of each task, and the Consultant shall document all such meetings and distribute minutes to the City within a week of the meeting.

- (1) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to program needs and budget of the City.
- (2) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(j) Schematic Design or Planning Phase:

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

(k) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design or Planning Documents and the Opinion of Probable Cost.
- (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Director.
- (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.
- (4) As required, the Consultant shall prepare Design Development drawings which shall include but not be limited to:

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

(1) Construction Documents Phase:

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

- (10) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific Proposal.
- (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.

(m) Bidding Phase:

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

(n) Construction Administration Phase:

- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
- (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.
- (3) The Consultant shall attend Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- (4) Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (5) If, in the Consultant's opinion, the Contractor has fallen behind schedule, the Consultant shall immediately notify the Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure its completion within the time specified in the Contract Documents, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Consultant shall immediately notify the City and recommend a course of action.
- (6) The Consultant will assist the City Project Manager with interpreting the requirements of the Project Plans and Specifications. The Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- (7) The Consultant shall notify the City's Project Manager of unacceptable work which, in the Consultant's opinion, does not conform to the Contract Documents. The Consultant shall review and approve all shop drawings, samples and other required submissions of the Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Consultant has ascertained that they are in conformance with the design concept of the project and in compliance with contract documents. Submissions of Contractor(s) shall be acted on and returned to the Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Consultant shall notify Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. Resubmittals shall be acted

on and returned to Contractor within five (5) days. The Contractor shall submit to the City Project Manager and Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.

- (8) The Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Consultant shall submit written recommendations to the City concerning all requests for Change Orders.
- (9) All change orders shall be on forms supplied by the City. The Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.
- (10) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (11) The Consultant shall use reasonable efforts and professional judgement to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (12) The Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Consultant shall immediately make an oral report of such nonconformance to the City Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- (13) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a written field observation report using the form(s) approved by the Project Manager for each individual project.
- (14) If the Consultant knows or reasonably should have known that the work of the Contractor or any subcontractor fails to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Consultant, the Consultant shall report such failure to the City's Project

Manager immediately. The Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.

- (15) If the Consultant becomes aware of any condition or event constituting a material default by the Contractor or that otherwise justify termination of a Contractor for cause, the Consultant shall notify the City immediately.
- (16) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (17) The Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (18) "As-Built Drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract. "As-Built Drawings" may also be referred to as "Record As-Built Drawings."
- (19) Prior to Final Inspection, the Consultant shall obtain the original "Marked-up As- Built" drawings and final survey, if applicable, as well as a conformed copy of the Project Specifications from each Contractor. Since the original construction drawings are signed and stamped by a Professional Engineer and/ or Architect, the submitted As-Built changes shall also be signed and stamped by the Professional Engineer or Architect of record. These drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As-Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Consultant's basic services fee for each project may not be paid until such As-Built Drawings and all Record Documents required are received by the City Project Manager and accepted by the City.
- (20) The Consultant shall attend the Final Inspection with the Contractor and the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1)

any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.

- (21) Prior to final payment to the Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (22) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished to the City.
- (23) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

2.08 Surveying and Testing

(a) The Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.

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

(c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.

(d) The Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.

(e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.

(f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous

waste material be known to exist on a specific project or if the Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Consultant shall notify the City in writing immediately.

(g) Payment to the Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

3.03 Additional Services. The Consultant shall only be compensated for additional services if the additional services are approved in advance by written task order and subject to an additional services budget for that specific task.

3.04 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 6.27. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by task order. With each invoice, the Consultant shall also submit a completed Contractor/Consultant Certification of Payment form listing all first tier subconsultants and all MWBE certified firms whose participation will count towards any assigned program goal. The Consultant shall submit the requested information on the City's current Contractor/Consultant Certification of Payment form at the time of invoicing and in the format requested by the City (e.g. PDF and/or Excel). Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned

task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Consultant.

3.05 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, which includes all categories selected under this Agreement, shall not exceed a maximum of **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it accepts each proposal for a specific task. The Manager of Finance, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific task.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific task to exceed the amount appropriated for the Consultant's work on a specific task is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the

Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned Project, at the time it executes the Task Order for a Project. The applicable Director or her designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement runs from the Effective Date of this Agreement for a period of three (3) years or until the Maximum Contract Amount specified is expended, whichever is sooner; or unless this Agreement is terminated earlier as provided in this Agreement; or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to the City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) Either City or Consultant may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the other Party, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the task is, for any reason, stopped or discontinued, the

Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

- (f) All documents relating to the work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS

5.01

- (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 **14%**.
- (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.

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.

5.02 SPECIFIC REQUIREMENTS FOR COMPLIANCE WITH PROMPT PAYMENT

1. D.R.M.C. Sec. 28-72 – Contractor/Consultant prompt payment; MWBE subcontractors/subconsultants.

- (a) Each contractor/consultant on a city contract with certified MWBEs as subcontractors/subconsultants shall pay the respective subcontractors/subconsultants any invoiced and undisputed amounts for accepted and completed work within thirty-five (35) days of the contractor's/consultant's receipt of the subcontractor's/ subconsultants invoice. Payment to the subcontractor/subconsultant shall be timely made as required under this section regardless of whether the contractor has been paid for the same work or payment period. For the purposes of the section 28-72, any subcontractor/subconsultant, regardless of whether that subcontractor/subconsultant holds a city contract, may be required to make payments to MWBEs as set forth in this section.

(b) Contractor/consultant is required to provide written notice to its subcontractor/subconsultant of either approval or rejection of the subcontractor's/ subconsultant's invoice within ten (10) days of receipt. If the invoice is rejected, the written notice to the subcontractor/subconsultant shall include the deficiencies or disputes regarding the invoice.

(c) Failure to comply with the payment requirements in this section may be grounds for withholding of payment by the city to the contractor/consultant, and may be grounds for breach of the city contract.

(d) The payment requirements under this section shall apply to MWBE subcontractors/subconsultants regardless of tier.

(e) This section 28-72 shall apply only to city contracts in the amount of one million dollars (\$1,000,000.00) or more based on the original contract amount before amendments or changes.

(f) The Prime shall ensure that tiered subcontractors comply with this section.

SECTION 6 – GENERAL PROVISIONS

6.01 City's Responsibilities.

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

6.02 Ownership of Documents.

The City shall have title and all intellectual and other property rights, in and to all phased and final design documents and deliverables, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.

- (a) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other

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

- (b) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (c) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (d) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (e) If the City reuses Design Documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's approval, the City will have no claim against the Consultant arising out of any alleged defects, deficiencies or flaws in the Documents.

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

6.04 Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information

acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require consultant to make disclosures in violation of state or federal privacy laws. consultant shall at all times comply with D.R.M.C. 20-276.

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

6.06 No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or 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, military status, sexual orientation, gender identity, gender expression, marital status, source of income, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

6.07 Insurance.

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any

policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability - if required, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) Workers' Compensation/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 occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

6.08 Defense and Indemnification.

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

6.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per

person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

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

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

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

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

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

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

6.13 Conflict of Interest.

- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Director, in his sole discretion, may terminate the applicable task order or the Agreement.
- (b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City

which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (d) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.

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

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

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

6.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of it work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant

shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

6.19 Reserved

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

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

6.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which,

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

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

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

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

to the City: Executive Director
Department of Transportation and Infrastructure
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

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

to the Consultant: Iron Horse Architects Inc.
475 17th St., Suite 1130
Denver, Colorado 80202

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

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

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

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Contract Control Number: DOTI-202368011-00
Contractor Name: Iron Horse Architects Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202368011-00
Iron Horse Architects Inc.

By: DocuSigned by:
Suzanne Miller
640E65A2926C44C...

Name: Suzanne Miller
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Scope of Work

Category 1 – Architectural Design

Architectural firms are asked to partner with sub-consultants creating a complete Design Team capable of providing full architectural and engineering services in response to numerous and varied projects arising within the City. The Agreement for On-Call Architectural and Technical Design Services will have a three-year term and will have a contract limit of \$5,000,000.00. Projects will be initiated by issuing task orders to the contract with the aggregate fee for all task orders limited to \$5,000,000.00. The City reserves the right to issue Proposal Requests to multiple On-Call Consultant Teams for a single Task Order.

Task order scopes can include but will not be limited to:

- Programming and design studies
- Workplace strategy
- Design
- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
- Landscape Architecture
- As-built documentation
- ADA and code evaluation and compliance
- Roof design
- Sustainability/Commissioning
- Cost Estimating
- Historic Preservation
- Fire Protection and Life Safety
- Peer Review
- Public Engagement
- Bridge, sidewalk, ROW elements, roadway design
- Data Collection
- Project Management / Staff Augmentation
- Program Management / Staff Augmentation
- Structural evaluations, studies, and designs
- Construction administration
- Facility Condition Assessment of existing facilities and building systems
- ADA Measurement/Inspection and review
- full architectural and engineering design services including programming, schematic design, design development, construction documents, bidding/negotiation, permit facilitation, and construction administration.

For specific task orders requiring specialty consultants under the On-call Professional and Technical Design Services: Category 1- Architectural Design Agreement (the “Agreement”), the Design Consultant may solicit a proposal from a sub consultant who is not listed as a Consultant Team Member in the Agreement. Participation from specialty sub-consultants added at the Task Order level who are not listed as a Consultant Team Member in the Agreement can count towards the M/WBE goal if they have an M/WBE Certification with the City.

To assist in expediting design services for task orders, consultant teams are encouraged to include more than one sub consultant for disciplines/firms often experiencing a back-log of work. The City expects its On-Call Design Service consultants to provide responsive customer service as it relates to project needs and requirements. Please note the prime consultant is responsible for managing the approach to meeting the prescribed M/WBE goal associated with the Agreement.

State and local government facilities must follow the requirement of the 2010 ADA Standards for Accessible Design (2010 ADA Standards). Facilities that do not comply with the 2010 ADA Standards may prevent people with disabilities from fully and equally enjoying Denver's services, programs, or activities and may constitute discrimination on the basis of disability. Any construction or alterations to Denver buildings and facilities by it or on its behalf will fully comply with the requirements of the 2010 ADA Standards. Consultants are therefore responsible for ensuring architectural designs for construction and/or alterations are compliant with the 2010 ADA Standards.

The Agreement is managed by Department of Transportation and Infrastructure, who has contract authority on behalf of the City. Department of Transportation and Infrastructure is contractually responsible for managing each task order, and a Project Manager within Department of Transportation and Infrastructure will be the Consultant Team's direct point of contact for each task order issued. The awarded Consultant Teams shall ensure project communication between the Consultants and the End User is conveyed and managed through the Department of Transportation and Infrastructure Project Manager. In addition, the City would like the Design Consultant to identify a consistent point of contact who will become familiar with the contract language, forms, and requirements set forth in the Agreement, as well as fully understand the City's process of doing business as it relates to the task orders and On-Call Agreement.

The Consultant Team must possess the following capabilities.

- Full Service Architectural Design including compliance with Americans with Disabilities Act (ADA) requirements and all applicable codes, regulations, and standards
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating

The Consultant Team is encouraged to provide the following specialty disciplines.

- Roof Consulting
- Low Voltage Consulting: Security, Access Controls, Voice & Data Telecommunications, Audio/Video, CATV
- Sustainability / LEED Consulting
- Americans with Disabilities Act (ADA) Consulting
- Code Consulting
- Acoustical Engineering
- Commissioning
- Cost Estimating (consultant) & Independent Cost Estimating (contractor)
- ICE should have the skills and background required to prepare bottom-up, production-based estimates, and the ability to independently analyze the labor, equipment,

production rates, and schedule required to construct the project. The ICE is expected to know the local market and maintain a relationship with Subcontractors, certified firms, Minority, Woman and Disadvantaged Business Entity (SMWDBE's), and other Subject Matter Experts to assist the ICE (if necessary) in validation of trade specific pricing and estimates.

Below is a list of various design projects completed using past On-Call Design Services. The intent of providing this list is to provide examples of the types of projects the City may request the awarded Design Consultants to propose on as part of the On-Call Design Services Agreement:

- Central Library Arcade Design Study – Design budget \$22,000
- Webb Excise & License Counter Renovation – Design Budget \$8,500
- Design Renovation of 4330 East 48th Ave. – Design budget \$50,000
- PAB, Ramp Design Project – Design budget \$20,000
- Central Library 6th Floor (Phase 3) – Design budget \$65,000
- DPD Gang Program Development – Design Budget \$13,000
- Red Rocks Trading Post Maintenance – Design Budget \$70,500
- DFD Station 27 Stucco Repair – Design Budget \$10,500
- Urban Farm Assessment – Design Budget \$21,000
- McNichols Master Plan – Design Budget \$113,000
- Blair Caldwell Security System – Design Budget \$32,500
- 11th and 12th Floor City Attorney's Office Renovation – Design Budget \$20,000
- Eugene Field Parking Lot Improvements – Design Budget \$60,500
- Homeless Shelter Study – Design Budget \$14,000
- Community Rec Center Toilet Remodel – Design Budget \$18,000
- Red Rocks ADA Accessibility Study – Design Budget \$50,000
- DFD Kitchen Renovations – Design Budget \$29,000
- LFC Glazing Repairs – Design Budget \$59,000
- Roslyn Truck Wash Door – Design Budget \$9,000
- Webb Bldg. Floor 6 NDCC Design – Design Budget \$40,000
- Botanic Gardens Stair Repair – Design Budget \$16,000
- Wellshire Inn HVAC Study – Design Budget \$11,000
- DPD SWAT Program – Design Budget \$41,000
- Buell Façade & Structural – Design Budget \$55,500
- CDL Children's Pavilion Waterproofing – Design Budget \$24,000
- Hadley Library Renovation – Design Budget \$60,500
- DPL – Camera Project – Design Budget \$50,000
- Smiley Library Waterproofing – Design Budget \$155,000
- Fire Arson Relocation – Design Budget \$37,000
- Denver Public Restrooms Project – Design Budget \$20,000
- Roslyn Building C Roof – Design Budget \$20,000

Work under the Agreement will be performed within facilities operated by, but not limited to, the following City Agencies:

- Denver Parks and Recreation
- Denver Arts and Venues
- Denver Public Libraries
- Denver Police Department

- Denver Fire Department
- Denver Sheriff Department
- Denver Department of General Services
- Denver Zoo
- Denver Department of Transportation and Infrastructure
- Department of Housing Stability (HOST)
- Climate Action, Sustainability & Resiliency (CASR)
- Denver Real Estate/Department of Finance

Exhibit B

Rates

REIMBURSABLE EXPENSES

Iron Horse Architects, Inc.

Sub-Consultant: _____

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

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

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

Actual Costs

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

Charge Rate

\$.10 / each

\$.15 / each

\$ / S.F.

\$ / page

Oversized Copies BW up to 11 x 17 .15

Oversized Copies Color up to 11 x 17 .25

Large Scale Drawings, Red Lines, and Reproducibles Cost + 10%

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: CMTA, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Staff management, design decisions, stamp/sign documents	\$290
Sr. Proj. Manager	Project management, communication, QA/QC	\$250
Project Manager	Project management, communication, engineering tasks	\$225
Sr. Engineer	Communication, engineering tasks	\$210
Engineer	Engineering tasks	\$195
Eng.-in-Training	Engineering tasks	\$155
Sr. Designer	Communication, design tasks	\$170
Designer	Design tasks	\$145
CAD Oper./Tech.	CAD and/or Revit operation, technical support	\$140
Administrative	Administrative duties	\$120

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

Sub-Consultant: CMTA - no reimbursable expenses are expected.

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

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

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub-Consultant: Coffman Engineers, Inc.

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.62</u> / each
Copies (8 1/2 x 14")	\$ <u>0.78</u> / each
Red-line copies	\$ <u>9.99</u> / S.F.
Reproducibles	\$ _____ / page

REIMBURSABLE EXPENSES

Sub-Consultant: D. L. Adams Associates, Inc.

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Entitlement and Engineering Solutions, Inc. (EES)

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.
President	Oversight of technical merit, quality, schedule, and budget for all projects	\$291.00
Principal	Oversight of engineering design and quality; technical design direction	\$260.00
Associate/Sector Lead	Oversight of engineering design and quality; technical design direction	\$210.00
Sr. Project Manager	Technical design direction; oversight of team; performs design tasks and quality reviews	\$197.00
Project Manager	Provide design direction; tracking of schedule, budget and project milestones	\$191.00
Sr. Engineer V	Responsible for design direction and technical merit	\$184.00
Sr. Engineer IV	Responsible for design direction and technical merit; performs design	\$168.00
Engineer III	Performs design and engineering calculations	\$161.00
Engineer II	Performs design and engineering calculations	\$153.00
Engineer I	Assist with the design and engineering calculations	\$146.00
Engineering Intern	Assist with the design and engineering calculations under the supervision of a licensed engineer	\$139.00
Project Scheduler	Assist project managers with schedule planning, monitor the timelines of assignments	\$191.00
Site Development Coordinator	Responsible for a variety of development tasks for public and private development projects	\$171.00
Designer	Designing, planning and execution of projects; advanced knowledge of CAD	\$146.00
Sr. CAD Technician	Establishes and ensures drafting standards; performs drafting/design	\$139.00
CAD Technician	Performs drafting of technical drawings	\$124.00
Administrative Support	Support of non-technical tasks	\$112.00
Sr. Administrative Support	Oversight, direction and management of non-technical tasks; advanced skill required	\$152.00

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

Sub-Consultant: Entitlement and Engineering Solutions, Inc. (EES)

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.20 / each
Copies (8 1/2 x 14")	\$ 1.35 / each
Red-line copies	\$ 1.85 / S.F.
Reproducibles	\$ 1.85 / page

REIMBURSABLE EXPENSES

Sub-Consultant: enLighten Engineering, LLC

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.10</u> / each
Red-line copies	\$ <u>1.05</u> / S.F.
Reproducibles (30" x 42")	\$ <u>5.67</u> / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Group14 Engineering, PBC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight and quality control	\$235
Service Director	Oversight and quality control	\$215
Team Leader, Sr. Engineer III	Project management - general project oversight	\$202
Sr. Proj. Mgr II, Sr. Engineer II	Project management - general project oversight	\$192
Sr. Proj. Mgr II, Engineer III	Project management - general project oversight	\$173
Proj. Mgr. II, Engineer III	Project management - general project oversight	\$155
Proj. Mgr I, Consultant III, Job Captain II	Project management - general project oversight	\$146
Engineer II, Consultant II, Job Captain I	Consulting and support services	\$137
Engineer I, Consultant I	Consulting and support services	\$125
Tech Support	Technical support	\$101
Admin Support	Administrative support	\$87

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

Sub-Consultant: Group14 Engineering, PBC

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0 / each
Copies (8 1/2 x 14")	\$ 0 / each
Red-line copies	\$ 0 / S.F.
Reproducibles	\$ 0 / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: HLB Lighting Design

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal	Manages the work of 2-5+ team members, and leads design project work. Is a technical leader and expert in their field tasked with the responsibility to understand and interpret the overall project goals.	\$320
Principal		\$310
Associate Principal	Manages the work of 2-5+ team members, and leads design project work. Is a technical leader and expert in their field tasked with the responsibility to understand and interpret the overall project goals.	\$300
Senior Director	Manages the work of 2 - 10+ team members and leads the design project work. Offers best-in-class technical and design support.	\$290
Director	Manages the work of 2 - 5+ team members and leads the design project work. Offers best-in-class technical and design support.	\$280
Associate Director	Manages the work of 1 - 5+ team members and leads the design project work. Offers best-in-class technical and design support.	\$260
Senior Associates	Manages and/or supports the work of 2 or more team members and is an experienced project manager. Responsible for full delivery of a project from start to finish with the team, and ownership of all associated tasks.	\$230
Associates	Manages the work of 1 or more team members and is an experienced project manager. Responsible for full delivery of a project from start to finish with the team, and ownership of all associated tasks.	\$210
Senior Designer	Supports and/or manages the work of 1 or more team members and is a project manager. Takes the design intent and turns it into the work product..	\$190
Designers	Supports the work of 1 or more team members and assists in the lighting design process.	\$165
Design Assistants		\$135
Administrative	Includes all responsibilities not listed above.	\$80 - \$150

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

Sub-Consultant: HLB Lighting Design

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>5.00</u> / each
Copies (8 1/2 x 14")	\$ <u>5.00</u> / each
Red-line copies	\$ <u>1.50</u> / S.F.
Reproducibles	\$ <u>0.15</u> / page

REIMBURSABLE EXPENSES

Consultant: JENSEN HUGHES (Code Consulting)

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.01</u> / each
Copies (8 1/2 x 14")	\$ <u>.01</u> / each
Red-line copies	\$ <u>.04</u> / S.F.
Reproducibles	\$ _____ / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Martin/Martin, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall Contract Management. Principal-in-charge, engineer-of-record, quality assurance, scheduling staff	\$254.00
Associate	Project manager for individual task orders: manage engineering staff and internal survey crews	\$221.00
Senior Project Engineer	Structural or civil engineering investigation, design, consultation, and detailing for construction documents	\$200.00
Senior Building Envelope Specialist	Building envelope investigation/design/construction.	\$200.00
Project Engineer	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration services	\$167.00
Building Envelope Specialist	Building envelope investigation/design/preparation of construction documents.	\$162.00
Professional Engineer	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration services	\$157.00
Engineer-in-Training II	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration support	\$135.00
Engineer-in-Training I	Structural or civil engineering investigation, design, and construction administration support	\$124.00
Senior Designer	Designer position, supervises, directs, schedules, and manages Technician and Designer staff.	\$167.00
Designer	Assists engineers as a para-Design Professional working with the model and developing drawings.	\$146.00
Technician III	Computer-aided drafting and modeling	\$130.00
Technician II	Computer-aided drafting and modeling	\$119.00
Technician I	Computer-aided drafting and modeling	\$108.00
Survey Crew (Two-Man)	Collect design survey data in field. Collect evidence of boundary monumentation and ownership, and layout of design for construction.	\$254.00
Survey Crew (One-Man)	Collect design survey data in field. Collect evidence of boundary monumentation and ownership, and layout of design for construction.	\$167.00
Professional Land Surveyor	Determine boundaries based on field evidence and other evidence, write legal descriptions, and preparation of survey documents.	\$151.00
Survey Technician I	Process field survey data, prepare final drawing for design, boundary, and ALTA surveys including plotting of legal descriptions.	\$103.00

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

Sub-Consultant: Martin/Martin Inc.

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.04</u> / each
Copies (8 1/2 x 14")	\$ <u>NA</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>NA</u> / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Mead & Hunt, Inc. dba Ambient Energy

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.
Sr. Client/ Project Manager	Contract execution, client relations, invoicing oversight	\$262.73
Cx Team Leader/ Sr. Project Manager	Team/ resource allocation, QA/QC implementation, technical oversight	\$195.76
Sr. Cx Provider	Commissioning services	\$180.30
Cx Provider IV/ Project Manager	Commissioning services, project and team management	\$154.55
Cx Provider III/ Project Manager	Commissioning services, project and team management	\$144.24
Cx Provider II	Commissioning services	\$133.94
Cx Provider I	Commissioning services	\$113.33
Building Performance Team Leader / Project Manager	Team/ resource allocation, QA/QC implementation, technical oversight	\$195.76
Sr. Building Performance Engineer	Energy modeling	\$180.30
Building Performance Engineer II	Energy modeling	\$139.09
Building Performance Engineer I	Energy modeling	\$108.18
Sustainability Team Leader/ Project Manager	Team/ resource allocation, QA/QC implementation, technical oversight	\$195.76
Sr. Sustainability Consultant/ Project Manager	Sustainability consulting, green building rating facilitation	\$154.55
Sustainability Consultant II	Sustainability consulting, green building rating facilitation	\$128.79
Sustainability Consultant I	Sustainability consulting, green building rating facilitation	\$108.18
Project Assistant	Project set up and team support	\$103.03
Administrative Assistant	Project set up and invoicing support	\$92.73

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

Sub-Consultant: Mead & Hunt, Inc. dba Ambient Energy

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

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

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub-Consultant: Meeting the Challenge, Inc (MTC), A CP&Y Company

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

1. Actual cost of reproduction of drawings and specifications requested by the City. **None**
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM. **Depends on on site needs of PRIME. If necessary, we will travel from Colorado Spring to Denver.**

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub-Consultant: NORESCO - no reimbursables are expected at this time.

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

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

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

Actual Costs

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

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Norris Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Conduct the team to orchestrate the delivery of each contract. Involved with client meetings, guide the design and planning process, and will administer QA/QC to the plans.	\$190
Project Manager	Direct contact and lead for each project, involved with client meetings, manage the contractual obligations, and will administer QA/QC to the plans.	\$150
Project Landscape Architect	Involved with client meetings and manage the project team for coordination between the design coordination and the plan production.	\$130
Staff Landscape Architect	Team members documenting the design development and construction plans.	\$120
Project Irrigation Designer	Involved with client meetings and manage the project team for coordination between the irrigation design coordination and the plan production.	\$150
Staff Irrigation Designer	Team members documenting the irrigation design development and construction plans.	\$120
Landscape Designer	Team member assisting with landscape design tasks and CAD production for plans.	\$100
Designer	Team member assisting with design tasks and CAD production for plans.	\$90
Graphic Designer	Graphic design, development/design/coordination of signage and wayfinding elements.	\$150
Administrative Support	Responsible for the processing of client and consultant invoices, reimbursable expenses and project related documents.	\$65
CAD Draftsperson	Supports the team to develop the design of others and performs routine design assignments.	\$80
3D Graphic Team	Production of graphics and potential 3D/VR visualizations and virtual models.	\$150

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

Sub-Consultant: Norris Design

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Photocopies	\$ <u>0.20</u> / each
Color Xerox 8 1/2 x 11	\$ <u>1.55</u> / each
Xerox 11 x 17	\$ <u>0.45</u> / each
Color Xerox 11 x 17	\$ <u>2.80</u> / each
Black & White Plots	\$ <u>0.50</u> / S.F.
Color Plots	\$ <u>6.00</u> / S.F.
Outside Materials/Services/Supplies	\$ <u>Cost + 10%</u>

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: The RMH Group, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Project Principal	Overall responsibility for success of a project and client relationship including marshaling necessary resources to meet project requirements	\$337.39
Project Manager 2	Manages the technical and project management goals of the project are met, as well as organizing and supervising the work of team members	\$277.23
Project Manager 1	Manages the technical and project management goals of the project are met, as well as organizing and supervising the work of team members	\$225.63
Engineering Specialist	Leads the effort to create a technically appropriate and fully coordinated engineering solution for a specific discipline and supervises the work of staff for their discipline; responsible for quality control	\$262.37
Project Engineer 1	Leads the effort to create a technically appropriate and fully coordinated design for a specific discipline and coordinates the work of staff for their discipline	\$197.17
Senior Lighting Designer	Leads the effort to create a technically appropriate and fully coordinated engineering solution for the lighting discipline and oversees the work of staff for the lighting discipline	\$197.17
Engineer 2	Works closely with the Project Engineer to develop a technically appropriate solution for a specific discipline	\$176.69
Engineer 1	Works closely with the Project Engineer to develop a technically appropriate solution for a specific discipline	\$136.86
Designer 2	Prepares preliminary designs for the design engineer's approval, works to support the design engineer, and coordinates drafting efforts	\$173.14
Designer 1	Prepares preliminary designs for the design engineer's approval, works to support the design engineer, and coordinates drafting efforts	\$153.33
Engineering Aide	Coordinates submittals, RFIs, and other documentation in support of the project manager and design engineers	\$121.35

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

REIMBURSABLE EXPENSES

Sub-Consultant: The RMH Group, Inc.

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11") - Black and white only	\$ <u>0.25</u> / each
Copies (8 1/2 x 14") - Black and white only	\$ <u>0.30</u> / each
Red-line copies - Black and white only	\$ <u>0.45</u> / S.F.
Reproducibles	\$ <u>cost+10%</u> / page

REIMBURSABLE EXPENSES

Consultant: Rider Levett Bucknall

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

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

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

Actual Costs

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

Rider Levett Bucknall does not require any reimbursable expenses at this time.

REIMBURSABLE EXPENSES

Sub-Consultant: ROOFTECH Consultants, Inc - No reimbursables are expected at this time.

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

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

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub-Consultant: S.A. Miro - No reimbursables are expected at this time.

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

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

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

Actual Costs

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

REIMBURSABLE EXPENSES

Sub-Consultant: Spectrum General Contractors

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.10</u> / each
Copies (8 1/2 x 14")	\$ <u>.15</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>NA</u> / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Thornton Tomasetti, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Building Information Modeler	Performs basic drafting and modeling functions, such as creating 3D BIM models of structural systems, editing models or generating drawings.	\$190/Hr.
Engineer	Prepares analysis and designs for structural elements and systems; performs construction administration services on assigned projects.	\$200/Hr.
Senior Engineer	Prepares analysis and designs for structural elements and systems; performs construction administration services on assigned projects.	\$220/Hr.
Project Engineer	Coordinates project activities and tasks with internal staff, clients and contractors; performs construction administration services on assigned projects.	\$250/Hr.
Senior Project Engineer	Coordinates project activities and tasks with internal staff, clients and contractors; performs construction administration services on assigned projects.	\$260/Hr.
Associate	Manages projects for production, quality and budgetary objectives; supervises and coordinates activities of project staff; and directs technical aspects of project.	\$270/Hr.
Senior Associate	Manages projects for production, quality and budgetary objectives; supervises and coordinates activities of project staff; and directs technical aspects of project.	\$285/Hr.
Vice President / Associate Principal	Manages projects for production, quality and budgetary objectives; supervises and coordinates activities of project staff; and directs technical aspects of project.	\$350/Hr.
Senior Vice President / Principal	Manages projects for production, quality and budgetary objectives; supervises and coordinates activities of project staff; and directs technical aspects of project.	\$375/Hr.

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

Sub-Consultant: Thornton Tomasetti

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.10</u> / each
Copies (8 1/2 x 14")	\$ <u>.15</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

Oversized Copies BW up to 11 x 17 .15

Oversized Copies Color up to 11 x 17 .25

Large Scale Drawings, Red Lines, and Reproducibles Cost + 10%

REIMBURSABLE EXPENSES

Sub-Consultant: Valerian LLC

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

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.15 / each
Copies (8 1/2 x 14")	\$ 0.75 / each
Red-line copies	\$ 1.00 / S.F.
Reproducibles	\$ 1.50 / page

SUB-CONSULTANT TEAM MEMBERSSub-Consultant: Wiss, Janney, Elstner Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal	Professional Staff	\$400.00
Principal	Professional Staff	\$330.00
Associate Principal	Professional Staff	\$280.00
Senior Associate	Professional Staff	\$250.00
Associate III	Professional Staff	\$220.00
Associate II	Professional Staff	\$190.00
Associate I	Professional Staff	\$150.00
Senior Specialist	Professional Support Staff	\$180.00
Specialist	Professional Support Staff	\$160.00
Senior Technician	Professional Support Staff	\$140.00
Technician II	Professional Support Staff	\$120.00
Technician I	Professional Support Staff	\$100.00
Admin Support	Professional Support Staff	\$120.00

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

WJE - No reimbursables are expected at this time.

Sub-Consultant: _____

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

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

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

Actual Costs

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

Exhibit C

Key Personnel



Kevin Ashby

AIA, LEED AP

Principal-in-Charge
Chief Design Officer | Principal

A highly collaborative and interactive design process with solutions focused on client's goals and objectives has been a hallmark of Kevin Ashby's approach to architecture and design. Since joining Iron Horse Architects, he has been the Principal-in-Charge on several high profile and notable projects for the City and County of Denver. With each project he brings a fresh perspective and challenges the status quo, resulting with thoughtful, resilient and responsible design solutions for his clients. Because many of his projects are public facing, he has been heavily involved with community engagement efforts ensuring that the end result is equitable for all users.

- Colfax Bus Rapid Transit, CCD
- Red Rocks Amphitheatre ADA Upgrades, CCD
- National Western Center (NWC) Equestrian Center & Garage, CCD
- National Institute of Technology (NIST) Bldg. 3 Program of Requirements (POR)
- NIST Wind / Fire Tunnel & Emissions Control Facility POR



Tara Burke

RA, NCARB

Senior Project Manager
Associate Principal

Ms. Burke has over seventeen years of experience in a variety of project types. She is an exceptional team builder and excels at leading high performance teams. Currently, she manages design, delivery, building information modeling, and spatial coordination of multiple multi-modal light and commuter rail stations and parking garages, coordinating with the client, contractor and design team. She has worked on projects in transportation, recreation and residential across the state and country. She approaches each project with a fresh perspective, tailoring teams to maximize expertise, highly productive and collaborative results.

- On-Call Architecture & Technical Services Contract, CCD
- Red Rocks Amphitheatre & Colorado Convention Center ADA Upgrades, CCD
- Colfax Bus Rapid Transit, CCD
- Southeast Rail Extension and Parking Garage, RTD
- North Metro Rail Line, RTD



Michael Kutz

LEED AP

BIM Manager
Associate Principal

Michael Kutz has been leading the execution of Virtual Design & Construction (VDC) methods on all of our projects for over 15 years with Iron Horse Architects. He has performed this role on several different project types, including aviation, transportation, laboratory, and municipal. Michael understands the importance of using BIM at different stages of projects to ensure that proposed designs are modeled properly, drawings are done efficiently, and designs are coordinated across disciplines through the use of spatial coordination.

- Colfax Bus Rapid Transit, CCD
- Colorado Convention Center Expansion, CCD
- National Ice Core Laboratory Modernization, USGC
- Broomfield Campus Laboratory, CO Department of Agriculture
- Southeast Rail Extension and Parking Garage, RTD
- North Metro Rail Line, RTD



David Dorn

AIA, NCARB

Project Architect | Project Manager

With over 20+ years of experience, David has been delivering his clients a collaborative and thoughtful approach. As a Project Manager, he brings his client-centric philosophy and leadership skills to each project, providing transparency and honesty during critical decisions throughout the process. His ability to troubleshoot major variables and his effective communication are imminent to the success of the large and complex projects he is responsible for. David thrives in a collaborative environment, working with the client to help them reach their goals, and to deliver a quality project.

- Colorado Convention Center Expansion, CCD
- National Western Center (NWC) Equestrian Center & Garage, CCD
- National Institute of Technology (NIST) Bldg. 3 Program of Requirements (POR)
- NIST Wind / Fire Tunnel & Emissions Control Facility POR
- Denver International Airport Transit Center & Westin Hotel*

Project completed by employee prior to joining Iron Horse



Ashley Aniston

NCIDQ, NEWH

Senior Designer

Ashley Aniston has over 20 years of experience in architectural and interior design and has successfully managed projects from conceptual design through construction for hospitality, commercial, retail, and institutional spaces. During her years as an instructor and lecturer at esteemed institutions including Savannah College of Art and Design, Clemson University, and Colorado State University, she has trained hundreds of emerging designers in the context of NAAB and CIDA-accredited programs.

- NIST Wind / Fire Tunnel & Emissions Control Facility POR
- SUPERFRUIT Drink Kiosk, Denver International Airport
- Red Rocks Amphitheatre ADA Upgrades, CCD
- History Museum of Upcountry South Carolina*

Project completed by employee prior to joining Iron Horse



Evan Davis

NCARB, LEED GREEN ASSOCIATE

Project Architect | Project Manager

With over five years of experience, Evan brings a wealth of technical knowledge to each of his projects. As a Project Architect and Project Manager, he leads the coordination of multidisciplinary teams to ensure the delivery of a quality project that is built on the foundation of responsible design. His clients can expect a transparent approach, guiding the project from early phases of design through construction and completion. His passion for architecture, sustainable design, and technology is foundational to the success of his projects. As our Lead Technology Specialist, Evan focuses on the research and development of cutting-edge technology solutions specific to the industry, enhancing our process, while elevating project delivery for our clients.

- Colorado Convention Center Expansion, CCD
- Red Rocks Amphitheatre ADA Upgrades, CCD
- Denver Police Department Firing Range, CCD
- University of Colorado - Boulder, Bear Creek Student Housing



Damien Smith

PE, LEED AP

Mechanical Engineer

Damian Smith leads CMTA Denver's mechanical and plumbing design group. His robust foundation in engineering complements his strong communication skills and project management experience, which enable him to work effectively with project team members and stakeholders. His experience spans hospitality/retail, commercial, multifamily, science & tech, civic & government, and research/university settings.

- Colorado Convention Center Expansion
- National Western Center Livestock Center
- DEN Ground Transportation Building



Leif Rosenvold

PE, LEED AP

Electrical Engineer

As the lead of CMTA Denver's electrical design group, Leif Rosenvold has extensive experience on a diverse range of project types and scopes. He is successful working with owners, architects, and contractors throughout the design and construction phases, guiding projects toward innovative solutions that exceed client expectations. As a LEED-accredited professional with expertise in green building, he is a high-value partner to stakeholders interested in minimizing their projects' impact on the environment.

- National Western Complex Livestock Center
- One Platte
- On-call Services, CCD



Julie Brown

PE

Fire Protection Engineer

Julie has 14 years of experience in the field of fire protection, specializing in collaboration with architectural/engineering teams on the design and construction of new and renovated buildings in the public and private sectors. Her expertise includes fire and life safety analysis of building design projects to ensure compliance with all applicable fire and life safety codes. She also provides design services for fire suppression systems, fire alarm systems, mass notification systems, as well as fire, smoke, and egress modeling to support the design of smoke control systems. Julie also specializes in providing construction administration support services including life safety systems inspection and testing as well as smoke control system special inspections.

- US Custom House Ltd Modernization, Denver, CO
- Palisade Community Clinic, Palisade, CO
- GSA CO Risk Management Surveys, Denver, CO
- Brighton HS Life Safety Consulting, Brighton, CO



Paul Stuart

ASLA, PLA, LEED AP

Principal

Throughout his career Paul has worked with both public and private clients nationwide, gaining valuable experience along the way. Paul is committed to working with each project to generate ideas, shape visions and craft designs that address the complex issues of human activity on the land. Paul's focus emphasizes innovative yet realistic solutions based on the unique opportunities, specific program goals and the distinctive, complex characteristics of each site.

- Platte Street Plaza, Denver, CO
- The Square on 21st, Denver Community Planning and Development & Denver Parks and Recreation, Denver, CO
- Denver Urban Forest Analysis, Assessment & Recommendations, Denver, CO
- Vermijo + Sierra Madre Streetscape, City of Colorado Springs, Colorado Springs, CO



Allison Graham

PLA, LEED AP

Senior Associate

Allison is most inspired when science and culture are combined to create exciting spaces for users to inhabit. She understands the complex and interconnected nature of design, planning, engineering, public involvement, and the need for an integrated design process. She is committed to creative solutions that are responsive to environment and cultural identity

- Colfax-Federal Transformation, Denver, CO
- Brighton Boulevard Multi-Modal Streetscape, CCD
- Morrison Road Corridor Improvements, Denver, CO
- West Colfax Pedestrian/Transit Improvements, Denver, CO



Ben Bridgewater

Senior AV Consultant

Ben has over 20 years in the audio-video (AV) field with experience from all sides of a project including as a contractor, a facility operator, A1 audio engineer, and a system designer. Ben has a comprehensive understanding of the design and construction process including design documentation, project management, costing, implementation, construction administration, and system commissioning. Ben has been a project manager for a variety of AV and acoustical projects including conference spaces, casinos, corporate offices and performing arts centers. He is well versed in both audio video systems design and room acoustics

- Colorado Department of Education Boardroom, Denver, CO
- Farmington Civic Center Remodel, Farmington, NM
- Glenrock Community Center, Glenrock, WY



Ted Pitney
Senior Acoustical Consultant

Ted has been with D.L. Adams Associates since 2013. He has managed and consulted on a wide range of project types including civic, education, healthcare, multi-family residential, hotels, office buildings, multi-purpose performance facilities, worship, and recording studios projects. Mr. Pitney is responsible for all areas of acoustics including architectural acoustics, sound isolation, HVAC noise and vibration control, environmental noise control, field measurements and ASTM testing.

- Aspen Police Department Building, Aspen, CO
- Firestone Municipal Court, Firestone, CO
- Highlands Ranch Northridge Recreation Center, Highlands Ranch, CO



Amanda O'Connor
PE, PMP, LEED AP

Principal

Amanda founded EES in 2009. She offers a broad engineering background that includes site civil design, drainage design, transportation planning and design, traffic control design, and construction oversight. She has been responsible for the successful design, coordination, and management of municipal and private sector improvement projects, studies, and reports. She serves as project manager on interdisciplinary projects from the initial entitlement stages through design development and construction, and has directed inventive designs by successfully integrating the efforts of developers, municipalities, land planners, landscape architects, engineers, and architects.



Mike Austin
Civil Engineer

Michael is a highly effective and dynamic Lead Designer experienced in complex, three dimensional modeling employing Civil 3D for high-profile, nationwide civil design projects. Innovative project types include Mechanically Stabilized Earth Walls/Berms, Solar Powered Geo-membrane Systems, Landfill Mining and Material Processing, Class I Landfill Vertical Expansions using MSE Walls, Stormwater Diversion using Parabolic Channel Design, Waterline Replacement Reservoirs and Stormwater Treatment, Coal Ash Monofill Vertical Expansions using MSE and Soldier Pile Walls, Organics Recycling Studies, Landfill Gas Pipeline for Direct Use, Sanitary Sewer Force Main Pipeline, Sanitary Sewer Interceptor System, Airport Runway and Taxiway, Landfill Closures and Gas Systems in Arctic Regions, Dam and Levee Design.



Layne Webber

PE, LEED AP BD+C, LC

Electrical Engineer

Layne started her electrical engineering career designing movie theaters in Englewood, Colorado. As her career progressed she has provided project management, electrical engineering and lighting design for a wide variety of projects ranging from education, hospitality, government, medical, multifamily and civic. She has been involved in numerous construction projects throughout Colorado ranging from small remodels to large intricate new buildings and campuses.

- Colorado Convention Center Expansion, Denver, CO
- The Broadmoor Event Center (Broadmoor Hall), Colorado Springs, CO
- Rocky Mountain Lions Eye, Aurora, CO
- Rocky Mountain Deaf School, Lakewood, CO
- Tradecraft Industries, Denver, CO
- Copperleaf Multifamily, Fort Collins, CO



Laura Charlier

LEED AP BD+C, ID+C

GROUP14

Laura's role at Group 14 is to lead the sustainability team in enhancing the delivery of design and construction projects. With over 30 years of experience, Laura has an extensive understanding of the green rating system requirements, processes, documentation and resources. She has experience with multiple sustainability rating systems, including all versions and rating systems of LEED (including LEEDv4), Green Globes, Enterprise Green Communities, and WELL Building.

- DEN Sustainability & Utilities On-Call, Denver, CO
- DEN CCB & CCC East Expansion, Denver, CO
- Carla Madison Recreation Center, Denver, CO



Michael Lindsey

IALD, MIES, LEED AP BD+C

Associate Principal

Michael is committed to delivering designs that weave together programmatic requirements, budget, and aesthetic considerations. As he designs with light, he carefully considers both its artistic and scientific properties in order to reveal the architecture as envisioned by the client, as well as create spaces sensitive to the human experience.

- Larimer Square Revitalization, Denver, CO
- Governor George Deukmejian Courthouse, Long Beach, CA
- Los Angeles Federal Courthouse, Los Angeles, CA
- Oregon Convention Center, Portland, OR



Darcy Chinnis

PHD, PE, IALD, MIES, LEED AP BD+C,
WELL AP

Associate Principal

Darcie has a strong background in combining human factors, engineering, construction, art, and energy. She has also worked on multiple LEED-certified projects along with a strong working experience in daylighting, lighting controls, energy codes, and light pollution. She has also particularly enjoyed projects requiring a focus on the user experience, such as lighting designs intended to evoke an emotion or tell a story or meet a special visual need. She was the first leader of Sustainability when the HLB Daylighting and Sustainable Design studio was formed.

- Johnson County Courthouse, Olathe, KS
- Willows Historic Courthouse, Willows, CA
- Los Angeles Police Department Headquarters, Los Angeles, CA
- Vancouver Convention Center Expansion, Vancouver, B.C.



Scott Craig

PE

Senior FP Engineer

Scott has extensive experience in all aspects of fire safety and code consulting. His expertise ranges from fire alarm and detection systems, emergency communication systems, suppression systems, smoke control system design and commissioning, fire safety design alternatives, code compliance evaluations and reviews, fire hazard and risk assessment studies, and litigation and expert witness support. Clients include all levels of government, architects, and owners in support of all vertical markets. He specializes in consulting and project management for large complex and campus environments to support fire protection system evaluation, installation, and replacement projects.



Ashley Pitts

AIA, NCARB, LEED AP

Senior ADA Consultant

Ashley has nearly three decades of experience providing accessibility consulting for various project types, including civic/government, commercial, corporate hospitality, entertainment, institutional, mixed-use, and multifamily residential. Ashley evaluates architectural design work, new construction, alterations, and existing facilities against federal accessibility regulations, e.g., ADA, ABA, Section 504, and FHA; federal accessibility standards, e.g., 2010 ADA Standards, 2015 ABA Standards, Uniform Federal Accessibility Standards, and various HUD-approved FHA safe harbors; federal guidelines, e.g., PROWAG; and state and local accessibility codes and standards, e.g., IBC and ICC/ANSI A117.1. She specializes in design reviews, construction reviews, and surveys of existing facilities. Her years of architectural design work, fieldwork, and accessibility consulting experience give her the practical and in-depth knowledge necessary to help federal, public, and private entities comply with design and construction requirements applicable to their facilities.



Peter Buckley

PE

Principal / Civil Engineer

Peter has experience in site civil engineering design supporting vertical construction projects from development of conceptual plans to street layout and roadway design, site grading, sewage and waterline design, and preparation of final drainage reports. He has worked on several large projects in Denver and numerous City and County of Denver (CCD) projects. Peter is an organized manager focused on exceeding client expectations, professional document preparation, and delivery. He provides good judgment and coordinates resources to accomplish project goals on time and within budget. Peter also has long-term experience with the entitlement and permitting process for CCD projects.

- National Western Center Livestock Building and Equestrian Center, CCD
- Department of Human Services Castro Master Plan, CCD
- Wellington E. Webb Municipal Office Building, CCD



Benjamin Downey

PE

Principal / Structural Engineer

Ben has provided structural oversight, project management, and design for a variety of facilities and clients, including civic, sports, governmental, residential, medical, office, and educational facilities. With 18 years of experience, he has substantial knowledge in the design of steel, reinforced concrete, post-tensioned concrete, reinforced masonry, and wood structures. Ben is passionate about providing client-centric service and thoughtful, creative design solutions on our projects.

- CCD Department of Transportation and Infrastructure (DOTI) City Council Building Interior Improvements
- CCD Police District 6 Replacement
- CCD Police District 5 Police Station Replacement



Renee Azerbegi

PE, CEM, LEED AP WELL AP

National Sustainability Leader

Renée combines her passion for environmental sustainability and energy conservation with strong innovative and technical leadership to inspire clients to create high performing buildings based on resilient and regenerative design principles. With more than 20 years of industry experience, she consults on net-zero energy, carbon, waste and water strategies. Renee provides energy, electrification and sustainability planning for aviation, municipal, state and transit clients.

- Colorado Office of the State Architect Statewide Office Planning Design Guidelines, Colorado
- DEN Commissioning and Quality Assurance On Call, Denver, Colorado
- Colorado Department of Agriculture Office and Lab Consolidation
- University of Colorado Anschutz Campus Safety and Emergency Preparedness Facility, Aurora, Colorado
- Central Platte Campus Fleet Maintenance and Office



Jeff McEntee

CCP, CXA+BE, BECY, CEM, CAPM,
CDSM, IDL, LEVEL 1 THERMOGRAPGER

Commissioning Team Leader

Jeff brings more than 15 years of experience in commissioning HVAC, building envelope and low-voltage systems. His expertise on new and existing buildings and the implementation of energy efficiency measures makes him an excellent leader and a strong problem solver.

- Scheilter Recreation Center Renovations, Denver, CO
- Northfield Fire Station, Denver, CO
- Broomfield Service Center, Broomfield, CO
- Denver Water Operations Complex, Denver, CO
- Aspen City Offices Relocation, Aspen, CO
- DEN Concourse B and C East Expansion, Denver, CO
- DEN Commissioning and Quality Assurance On Call, Denver, CO
- Denver Rescue Mission Men's Shelter Renovation at 48th St, Denver, CO



Geoff Ames

Senior ADA Consultant

Geoff Ames (RAS), is a Senior ADA Consultant with Meeting the Challenge, Inc. (MTC), A CP&Y Company, since April 2002. His extensive knowledge and understanding of the Americans with Disabilities Act (ADA) is derived from more than ten years of providing technical assistance and training as an information specialist with the Rock Mountain ADA Center, prior to his role evolving to direct client services.

Geoff is an accessibility implementation specialist/ADA subject matter expert, responsible for managing consulting projects for architectural and program accessibility evaluations, under the ADA, Sections 504 and 508 of the Rehabilitation Act, the Architectural Barriers Act (ABA), the Air Carriers Access Act (ACAA,) the Fair Housing Amendments Act, and other disability rights laws.



Kevin Perri

CCP, CEM, LEED AP

**Sustainability Consultant
Commissioning**

Mr. Perri has nearly a decade of experience managing energy and sustainability projects. He has been involved with projects for K-12 schools, higher educational institutes, federal and state government buildings, and hospital facilities ranging in size from 1,000 square feet to 2,000,000 square feet. With his background and education of energy efficiency and building envelopes, Kevin has the experience and knowledge to ensure important details are addressed before and during the construction process to optimize energy performance and cost savings.

- Denver Central Library Renovation, CCD
- Englewood Police Headquarters
- Aurora Water Campus Redevelopment
- Kremling Hospital Expansion
- Granby Hospital Expansion



Michele Hendrick

LEED AP, WELL AP, FITWEL
AMBASSADOR

**Sustainability Consultant
Program Direction**

Michele has more than 18 years of architecture, environmental/sustainable design, and project management experience. Her expertise includes green building certification consulting and healthy building assessments, life cycle assessment modeling, including embodied carbon assessments, and technical knowledge in architecture and sustainable MEP design systems and strategies. Whether it's a new construction project or an existing structure, Michele excels in helping her clients develop sustainable design goals and solutions to create the most energy efficient design that meets the client's budget, schedule, and needs

- Davita World Headquarters TI
- 1144 Fifteenth Street Development
- T3 Denver (3500 Blake Street) Development
- Wynkoop Parcel C Multifamily Housing Development



Stacey Weaks

PLA, CLARB

Principal

Stacey is a planner and landscape architect with a diverse background in land use vision planning, community planning and urban planning. Stacey has been involved in the facilitation of public consensus building for transportation projects, land use planning and recreational planning. Stacey is a graduate of Colorado State University and started his professional career in Cincinnati, Ohio. Stacey is experienced in the coordination of project teams and working with local jurisdictions, creating solutions that work for all stakeholders. He brings enthusiasm and fresh ideas based upon balanced design and planning solutions to every project.

- Landscape Architectural Planning, Design & Related Consulting Services On-call, CCD
- DPR Crestmoor Park Trail & Picnic Area Renovation
- DPR Dailey Park Design
- DPR Harvard Gulch West Trail Renovation



Alyssa Bulter

PLA

Senior Associate

Alyssa joined Norris Design in 2014 after completing her Masters in Landscape Architecture at Kansas State University. Prior to joining Norris Design, she worked in the design/build industry and gained a thorough understanding of construction management and project implementation after the design process. With this comprehensive knowledge of both design and building processes, Alyssa proactively addresses project challenges for an efficient work approach with positive results.

- Arras Park, Thornton, CO
- Aster Conservatory Green, Aurora, CO
- Avion at Denver Connection Park, Denver, CO
- Boys & Girls Club, Commerce City, CO
- Viña Affordable Housing, Denver, CO
- 15th & Stout Hotel, Denver, CO



Peter Knowles

FRICS

Executive Vice President

Peter Knowles, FRICS, is a degreed Quantity Surveyor and has been with Rider Levett Bucknall for over 30 years. As a recognized expert in the field of construction cost management, Peter assists owners, design professionals and lenders in the control of the cost and time aspects of their construction projects. He also assists building owners and architects with the planning and management of construction cost, building life and RELifing®, Building Quality Assessment (BQA®) and life cycle cost issues.

- City & County of Denver - Castro Building Master Plan Renovation, Denver, CO
- City & County of Denver - CCC & Red Rocks ADA Compliance, Denver, CO
- City & County of Denver - Blair Caldwell Library Renovation, Denver, CO
- City & County of Denver - DDC Lobby Improvements, Denver, CO
- City & County of Broomfield - Broomfield Community Center Renovation, Broomfield, CO



Kristen Cremona

PE, LEED AP BD+C

**Project Manager
Lead Electrical Engineer**

Kirsten Cremona has more than 20 years of experience in electrical system design and project management. As an RMH vice president and team manager, Kirsten oversees an integrated team of engineers, designers, and drafters dedicated to specific clients and market sectors. She is responsible for allocating the resources necessary to enable timely and efficient project completion. Kirsten has applied her specialized knowledge of power systems to projects that include higher education facilities, administrative facilities, recreational facilities, parking structures, and labs.

- On-Call Architecture & Technical Services Contract, CCD
- Purple Line, MTA
- Southeast Rail Extension and Parking Garage, Denver RTD
- North Metro Rail Line, Denver RTD



Pennington Jordan

PE, LEED GA

**Project Manager
Lead Mechanical Engineer**

Penny Jordan is a mechanical engineer with extensive experience working on public projects. Her past experience includes mechanical design for parks, recreational facilities, maintenance and storage facilities, office buildings, manufacturing facilities, laboratories, and higher education buildings. Her experience includes design for HVAC, chilled water, steam, heating water, fire suppression, and plumbing systems.

- City and County of Denver, 16th Street Mall Rehabilitation, Denver, Colorado – mechanical engineer
- City and County of Denver, Fire Stations 8, 15, and Northglenn, Denver, Colorado – mechanical engineer
- City and County of Denver, Mounted Patrol Code Upgrades Design, Denver, Colorado – electrical engineer



**ROOFTECH
CONSULTANTS, INC**

Head of engineering consulting firm specializing in re-roof design, waterproofing and failure investigation. Mr. Scott oversees all personnel and is the sole engineer in the firm. All project responsibilities are under his control. The areas in which services are provided are Roofing System Design, Roof Failure Investigation, Roof Inspection, Life Cycle Costing, Litigation Support, and Nondestructive Nuclear Backscatter Roof System Testing. Year 2019 project design dollar value was over \$10MM.

Ron Scott

Principal



John M. Karlberg
PE

Structural Engineer

Mr. Karlberg has developed a reputation as one of the top structural practitioners in Colorado. His expertise at organization and technical application has been applied to many of the region's premier projects. John's project responsibilities include primary and ongoing communication with clients and teams, as well as the development of conceptual designs and framing schemes. His involvement is ongoing from preliminary planning through closeout of construction.

- Recreation Center Renovation and Expansion, CU Boulder
- Justice Center Courthouse, CCD
- Performing Arts Center Galleria Precast Repair, CCD
- Marine Court Walkway Repairs, CU Boulder
- Building 500 Investigation and Renovation, CU Health Sciences Center



Graham Johnson
Project Manager

Graham is widely engaged in the local preservation community. He is a second term member of the Board of Directors for Colorado Preservation Inc., an adjunct faculty in the historic preservation department of the College of Architecture and Planning at the University of Colorado Denver and an appointed member of the Denver Landmarks Preservation Commission

- 1615 California Street, Colorado Building Restoration
- The Denver Mint
- Emerson School, DPS
- Molly Brown House, 1340 Pennsylvania Street
- St. Barnabas Church



Jonas Landes
Project Manager

As a Project Manager with Spectrum, Jonas oversees projects from start to finish, including estimating, negotiating with subcontractors, scheduling, and obtaining permits. Prior to joining Spectrum, Jonas was the Director of Projects and Operations at HistoriCorps a non-profit historic preservation construction company. As the Director of Projects and Operations Jonas oversaw the rehabilitation of over 200 historic buildings and structures in 27 states and Puerto Rico during his 10-year tenure. Jonas is a Colorado Native and has a Master of Arts in American Studies with an emphasis in Historic Preservation from the University of Wyoming

- Bodie-Benton Railroad Office, Bodie State Park, California
- Ryan Trail Cabins, New York
- Alamosa Guard Station, Colorado
- Cabins in Misty Fjords National Monument, Alaska



Jacob Hoffman
PE

Senior Senior Associate

Jacob Hoffman joined Thornton Tomasetti in 2012. He received his B.S. in Civil Engineering from Tulane University in 2006 and his M.S. in Civil Engineering from Purdue University in 2008. Jacob brings strong technical abilities in the analysis design and detailing of structures and a firm grasp of steel and reinforced concrete construction. He has worked in a variety of market sectors, including commercial, hospitality, residential, sports and public assembly, and managed projects from small renovations to large new construction. Jacob is currently the Project Manager for the design of Wally Park garage at Denver International Airport as well as other task orders under our current on- call contract with Denver International Airport.

- Denver International Airport, On-Call Engineering Services
- Rocky Mountain Public Media Center
- Cannon House Office Building Renewal



Cassie Kaslon
PLA

Principal

Cassie was born and raised in Colorado which instilled a deep understanding of the unique considerations that are required for designing in our state. She sees the importance in not only creating site specific, unique designs but ensuring their longevity through attention to detail. Her desire to connect individuals to the varied Colorado ecosystems drives her to produce designs that are accessible and enjoyable as well as ecologically, socially, and fiscally sustainable. Cassie has a varied and diverse background spanning over 16 years, including both public and private projects as well as extensive experience in the field.

- First Creek Park - Denver
- Westwood Trail and Green Infrastructure - Denver
- Sanderson Gulch Drainageway Improvements - Denver
- 12th Ave Outfall - Greeley
- 7th Ave. Water Quality Bumpouts - Greeley
- Niver Creek Channel Improvements and Trail - Thornton



Stacey Stickler
PLA

Associate Principal

Stacey Stickler has over 19 years experience as a landscape architect in the Rocky Mountain region. Stacey has designed and managed the installation of numerous recreational, institutional and public projects including St. Charles Place Park, and DEN Hotel and Transit Center. Her design sensitivities and commitment to utilizing regional and enduring materials on both public and private projects have helped create memorable places that fit texturally and cohesively into their respective settings.

- 48th Avenue Outfall - Denver
- St. Charles Place Park - Denver
- Platte Farm Open Space Trail and Restoration - Denver
- Platte Farm Open Space Detention - Denver
- Cordova Park
- Poncha Boulevard Streetscape
- Denver South Placemaking Master Plan



Daniel Gach
Associate Principal

Daniel Gach specializes in facade assessment and investigations. He performs field investigations and condition surveys to investigate the causes of deterioration, water leakage, and air infiltration in various building types using standardized test methods. Mr. Gach also prepares repair documents and provides construction phase services for a variety of projects containing different materials, including brick masonry, terracotta, stone, concrete, stucco, EIFS, metal, and glass.

- First Creek Park - Denver
- Westwood Trail and Green Infrastructure - Denver
- Sanderson Gulch Drainageway Improvements - Denver
- 12th Ave Outfall - Greeley
- 7th Ave. Water Quality Bumpouts - Greeley
- Niver Creek Channel Improvements and Trail - Thornton



Scott Sondrup
Senior Associate

Scott Sondrup specializes in building enclosure consulting and peer review services for existing and new construction, covering all manner of residential, commercial, and civic project types. In addition, he has experience with water penetration testing procedures for exterior window and door systems, as well as destructive testing observation related to litigation. Mr. Sondrup approaches his work with objectivity, technical expertise, and an acute attention to detail, and possesses vast experience in the development of comprehensive and well-coordinated construction documents.

- 1999 Broadway - Denver, CO: Condition assessment of stone and glass facade
- Granite Tower Building - Denver, CO: Condition assessment of aluminum and glass curtain wall
- Tribune Tower - Chicago, IL: Facade inspection of limestone exterior
- Sears Tower (now Willis Tower) - Chicago, IL: In situ testing of applied window film

Exhibit D

