

**ON CALL PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY AND COUNTY OF DENVER**

**and**

**MICHAEL BAKER INTERNATIONAL, INC.**

**Contract No. DOTI-202056614**

**THIS AGREEMENT** entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **MICHAEL BAKER INTERNATIONAL, INC.** (the "Consultant"), a Pennsylvania corporation registered to do business in Colorado, whose address is 165 South Union Blvd Suite 1000, Lakewood, CO, 80228

**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, A-1, A-2, etc.) 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 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.
- (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 City 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.

### **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, A-1, A-2, etc., 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 executed 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 Statement of Probable Construction Cost of the project, taking into account the City's project budget.
- (4) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(k) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design or Planning Documents and the Statement of Probable Cost.
- (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Director.
- (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.
- (4) As required, the Consultant shall prepare Design Development drawings which shall include but not be limited to:
  - (i) Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.
  - (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
  - (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment and, plumbing and heating, where applicable.



- (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
  - (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
  - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
- (5) The Consultant shall also prepare preliminary specifications. The Consultant must ensure that existing standard details and technical specifications for specific requesting agencies are strictly followed. Alteration and editing of existing standards is not acceptable. Project specific alterations which are necessary to existing standards must be addressed using revision sheets.
  - (6) The Consultant shall provide a proposed project time schedule, including key dates and milestones.
  - (7) The Consultant shall then prepare a Statement of Probable Construction Cost which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
  - (8) The Consultant shall provide, as part of this phase, all services included in applicable portions of the approved project specific Proposal.
- (1) Construction Documents Phase:
    - (1) Prior to beginning the Construction Documents Phase, the Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.
    - (2) The Consultant shall prepare the Construction Documents from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the Consultant. The Construction Documents shall set forth in detail the requirements for the

completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.

- (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
  - (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance such as signing application(s).
  - (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 Statement of Construction Cost based upon the submitted Design Documents for the City's consideration.
  - (10) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific Proposal.
  - (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.
- (m) Bidding Phase:
- (1) Prior to beginning the Bidding Phase of the project, the Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents.

- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda. During this phase, the Consultant's duties shall include, but not be limited to:
  - (i) Preparing and submitting the project documents, bid documents, and the invitation for bids for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;
  - (ii) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
  - (iii) Providing the City with bid documents in accordance with the format required by the City;
  - (iv) Assist the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
  - (v) Assist the Project Manager with the preparation of any necessary addenda;
  - (vi) Participating in the pre-bid conference with prospective bidders;
  - (vii) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
  - (viii) Performing all services included in the applicable portions of the applicable approved project specific Proposal.
- (n) Construction Administration Phase:
  - (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
  - (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.

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

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

- (17) The Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (18) "As-Built Drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract. "As-Built Drawings" may also be referred to as "Record As-Built Drawings."
- (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 **NINE MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$9,400,000.00)**. 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 shall commence on **January 15, 2021, and shall expire January 14, 2024**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director. The

term of this agreement may be extended for one additional year at the City's sole discretion by written amendment.

#### **4.02 Termination.**

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

### **SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS**

**5.01** This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-82 (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MWBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of as detailed in the attached Exhibit A.

- (a) Under § 28-72 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-70 D.R.M.C. The Consultant acknowledges that:
- (1) The Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63 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 M/WBE participation goal. The Utilization Plan is subject to modification by DSBO.
  - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, 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.
  - (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-70, D.R.M.C., as applicable, or the Consultant must show each element of good faith set out in §§ 28-64 and 28-73 D.R.M.C. The Consultant shall supply to the director the documentation described in §§ 28-64 and 28-73 D.R.M.C. with respect to the increased dollar value of the contract.
  - (4) Failure to comply with these provisions may subject the Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.
  - (5) The following categories and the corresponding goals are as follows:

<b>CATEGORY DESCRIPTION</b>	<b>MWBE COMMITMENT %</b>
<b>Category 1 - General Civil/Roadway Design</b>	<b>20%</b>
<b>Category 3 - Bridge Inspection</b>	<b>20%</b>
<b>Category 7 - Traffic Engineering</b>	<b>25%</b>
<b>Category 12 - Wastewater Planning and Design</b>	<b>20%</b>

## **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 this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender

expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

#### **6.07 Insurance.**

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall

include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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



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

## **6.08 Defense and Indemnification**

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

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

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

Exhibit A	Consultant's Scope of Work
Exhibit B	Consultant's Rates
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 its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant

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

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

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

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

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

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

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

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

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

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

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

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

to the City: Executive Director  
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: Michael Baker International, Inc.  
165 South Union Blvd Suite 1000  
Lakewood, CO, 80228

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

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

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

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

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**Contract Control Number:** DOTI-202056614-00  
**Contractor Name:** Michael Baker International, 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:

\_\_\_\_\_

\_\_\_\_\_

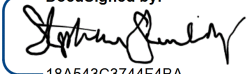
By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

DOTI-202056614-00  
Michael Baker International, Inc.

DocuSigned by:  
  
By: 18A543C3744E4BA...

Name: Stephen Pouliot  
(please print)

Title: Vice President | Office Executive  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## Exhibit A

Category Name	Category Number	Category Amount	M/WBE Goal Commitment
General Civil/Roadway Design	1	\$2,500,000.00	20%

### **Short Description:**

Design for larger, multi-disciplinary civil and/or roadway projects

### **Definition:**

Work in this category is related to the design of larger, multi-disciplinary civil and/or roadway widening or reconstruction projects. Multi-disciplinary projects will contain several significant scope elements that prevent the use of a specific category. Significant sidewalk design projects will be included in this category. Tasks and deliverables to support civil/roadway design are included.

### **Primary Scope Elements:**

- Design for multi-disciplinary projects. Could include roadway/intersection, drainage, traffic, bridges, underpasses, etc.
- Design for roadway improvement projects
- Design for significant sidewalk improvement projects with Right of Way impacts or other major site constraints
- Design for median improvements
- Design for ADA compliance
- Plan, specification and cost estimate preparation
- Construction support

### **Secondary Scope Elements:**

- General requirements required in the contract
- Stakeholder coordination (CDOT, RTD, other counties, etc...)
- Staff augmentation
- Project Management
- Development of Right of Way plans, legal descriptions, and exhibits
- Geotechnical investigations
- Survey
- Lighting
- Environmental research and testing (Phase 1 and MMP)
- Railroad coordination
- Grant writing and management
- Permitting
- Subsurface utility engineering and coordination
- Public involvement
- Additional tasks as required

**Skills and Requirements:**

- General Civil or roadway design experience
- Current design software
- Experience with current design codes and standards
- Licensure and certifications commiserate with the work, per typical industry standards, requirements, and expectations

## Exhibit A

Category Name	Category Number	Category Amount	M/WBE Goal Commitment
Bridge Inspection	3	\$400,000.00	20%

**Short Description:**

Inspections and data collection for bridge, culvert, and retaining wall structures

**Definition:**

Work in this category is related to the inspection of existing roadway and pedestrian bridges, culverts, retaining walls and occasional special structures. Tasks include cyclical, routine inspections as well as special or emergency inspections. Equipment and software necessary to collect and provide the data are included in the work. Bridge designs will be addressed in another category.

**Primary Scope Elements:**

- Field data collection for structural inspections
- Report preparation for structural inspections (containing EI and SI&A information, past ratings, sketches, and other pertinent documentation)
- Delivering data in excel format that can be uploaded into CCD asset management system
- Non-destructive testing techniques
- Scour analysis and report
- Load ratings
- Identification of essential repair findings (per the CDOT inspection manual)

**Secondary Scope Elements:**

- General requirements required in the contract
- Staff augmentation
- Railroad coordination
- Permitting
- Additional tasks as required

**Skills and Requirements:**

- Bridge inspection experience
- Ability to perform non-standard inspections (railroad, underwater, confined space, fracture critical, and rope/climbing access)
- Certifications necessary for all potential inspection conditions listed above
- Ability to coordinate and obtain access permits from CDOT, railroads, and RTD/DTO
- Ability to read structural plans
- Technical writing
- Familiarity with current FHWA and CDOT coding guides



## Exhibit A

Category Name	Category Number	Category Amount	M/WBE Goal Commitment
Traffic Engineering	7	\$2,500,000.00	25%

**Short Description:**

Design of traffic signal and intersection improvements

**Definition:**

Work in this category is related to the design of new and replacement traffic signal infrastructure, associated intersection improvements, and traffic studies. Designs related specifically to traffic control, signing, and striping are also included in this category. Tasks and deliverables to support traffic engineering are included.

**Primary Scope Elements:**

- Signal design and timing (including signal work orders)
- Corridor retiming design
- Signing and striping
- Traffic analysis/modeling
- Traffic data collection
- Preparation of traffic impact and warrant studies
- Traffic control design/construction phasing plans
- Design for ADA compliance
- Construction support, including shop drawing review
- Plan, specification and cost estimate preparation

**Secondary Scope Elements:**

- General requirements required in the contract
- General civil improvements associated with intersection and roadway work (ex. ramps, sidewalks, curb and gutter, bulbouts and roadway widening, etc.)
- Development of Right of Way plans
- Staff augmentation
- Project Management
- Geotechnical investigations
- Survey
- Environmental research and testing
- Utility engineering and coordination
- Minor storm sewer improvements
- Grant writing and management
- Permitting
- Public involvement
- Additional tasks as required

**Skills and Requirements:**

- Traffic engineering experience including signal/corridor timing plans
- Expertise utilizing current traffic analysis/modeling software including Synchro, True Traffic and VISSIM for traffic studies
- Experience with current design codes and standards

## Exhibit A

Category Name	Category Number	Category Amount	M/WBE Goal Commitment
Wastewater Planning and Design	12	\$4,000,000.00	20%

**Short Description:**

Plan and design of storm, sanitary, waterway, and water quality systems

**Definition:**

Work in this category is related to the planning and design for storm, sanitary, waterway and water quality systems. These systems will include small neighborhood systems, and large, complex, multi-discipline focus basin systems within confined urban corridors. The work may also include providing construction support. Tasks and deliverables to support wastewater planning and design are included.

**Primary Scope Elements:**

- Storm and sanitary master planning
- Storm and sanitary design
- Water quality planning and design
- Hydraulic and hydrologic planning and design
- Plan, specification, and cost estimate preparation
- Project management
- Construction support

**Secondary Scope Elements:**

- General requirements required in the contract
- Staff augmentation
- Landscape architecture and urban design
- Structural (primarily underground) design
- Geotechnical investigations
- Ground water testing and treatment design
- Survey
- Environmental research and testing
- Utility engineering and coordination
- Railroad coordination
- Permitting
- Real estate
- Public involvement
- Grant writing and management
- Construction support services
- Additional tasks as required



**Skills and Requirements:**

- Storm and sanitary experience
- Technical writing
- Current industry standard stormwater design software
- Experience with current design codes and standards

## Exhibit B - Prime Rates - Categories 1, 3, 7, 12

## Attachment 5

## CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Michael Baker International

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Manages the office operations. Provides leadership and oversight to the Group Managers. Assures commitment of resources.	\$250
Group Manager I	Monitors availability and commitment of resources. Assures that qualified staff at the appropriate classification are assigned to tasks.	\$220
Group Manager II	Monitors quality, client satisfaction and resolves issues as needed.	\$240
Project Manager I	Task management. Technical lead on projects. QA/QC and technical reviews of deliverables. Coordination with project stakeholders. Preparation and review of project documentation and submittals. Main point of contact for clients, projects and tasks.	\$140
Project Manager II		\$155
Project Manager III		\$170
Sr. Project Manager		\$185
Civil Associate I	Responsible for engineering design and analysis under the supervision of an Engineer. Entry to junior level. Assist with preparation of plans, exhibits, reports, and cost estimates.	\$75
Civil Associate II		\$85
Civil Associate III		\$95
Designer I	Preparation and conceptual designs, plans, and exhibits. Assist with CAD support and with preparing reports, quantities, and cost estimates under the supervision of an Engineer.	\$80
Designer II		\$90
Designer III		\$100
Sr. Designer		\$110
Engineer I	Task technical leads. Mid to senior level. Responsible for engineering design and analysis. Oversight of Civil Associates and Designers. Preparation of plans, exhibits, reports, and cost estimates.	\$115
Engineer II		\$125
Engineer III		\$135
Sr. Engineer		\$150
Planner I	Task technical planning leads. Responsible for planning level tasks, data collection and analysis, coordination with designers and engineers. Assist with preparation of reports.	\$80
Planner II		\$90
Planner III		\$105
Sr. Planner		\$120

## Exhibit B - Prime Rates - Categories 1, 3, 7, 12

CAD Technician I	Preparation of CAD drawings, maps, and exhibits.	\$70
CAD Technician II		\$80
CAD Technician III		\$90
Sr. CAD Technician		\$105
GIS Technician I	GIS database creation, modification, analysis and graphics preparation. Website creation and maintenance.	\$90
GIS Technician II		\$100
GIS Technician II		\$115
Sr. GIS Technician		\$130
Project Controls	Project accounting, project set-up, maintenance and close-out.	\$120
Administrative Assistant I	Administrative tasks and assistance.	\$75
Administrative Assistant II		\$85
Intern	Assisting with planning, engineering design and CAD tasks.	\$55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.65

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

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

## Exhibit B - Subconsultant Rates - Category 1

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: ACL, Inc.Category: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Resource assignment, QA/QC, client coordination	\$178.00
Senior Transportation Specialist	Project/task mgmt., design, studies, reports, QC	\$173.00
Senior Project Manager	Project/task mgmt., budgets, design, specs, QC	\$168.00
Project Manager	Task management, design, specs, QC	\$159.00
Engineer V	Design, drawings, studies, specs, estimates, reports	\$150.00
Engineer IV	Design, drawings, studies, specs, estimates, reports	\$141.00
Engineer III	Design, drawings, studies, specs, estimates, reports	\$132.00
Engineer II	Design, drawings, studies, reports	\$123.00
Engineer I	Design, drawings, studies, reports	\$114.00
Senior Designer	CADD, plan production, drawings, exhibits, studies	\$112.00
Designer II	CADD, plan production, drawings, exhibits	\$106.00
Designer I	CADD, plan production, drawings	\$100.00
Administrative Assistant	Administrative support	\$ 96.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.6

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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## Exhibit B - Subconsultant Rates - Category 1

## Attachment 1

## SUB-CONSULTANT TEAM MEMBER

Category: #1 General Civil/  
Roadway DesignFirm Name: Alta Planning + Design, Inc.

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-Charge	Multimodal Principal (Bike, Ped, Transit) providing strategic review and project support	\$275/hour
Senior Associate	Multimodal Senior Associate Engineer; Multimodal (Bike, Ped, Transit) Lead, QA/QC	\$225/hour
Engineering Associate	Multimodal Engineering Associate; Multimodal (Bike, Ped, Transit) and Traffic Engineering, construction document production, traffic analysis	\$182/hour
Planning Associate	Planning Associate; Vision Zero and Transportation Planning Lead, QA/QC	\$176/hour
Senior Engineer / Senior Planner	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$154/hour
Web Designer	Web Development and Maintenance for Public Input	\$137/hour
Engineer I	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$132/hour
Engineer II	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$121/hour
Designer	Designer; Landscape Architecture: Visualization	\$115/hour
Planner	Planner; Vision Zero and Transportation Planning	\$110/hour
Administration	Administration, billing and project controls support	\$90/hour
Intern	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$83/hour

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.25

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

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

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Communication Infrastructure Group (CIG)Category: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Executive oversight	\$215.00
Chief Creative Officer	Creative oversight	\$195.00
Senior Counselor	Executive oversight	\$195.00
Sr. Strategic Director	Strategic council	\$190.00
Counselor II	Project oversight	\$170.00
Counselor I	Project oversight and coordination	\$141.00
Video Producer	Video production	\$141.00
Account Supervisor	Project management	\$129.00
Creative Art Director	Creative project management and graphic design	\$126.00
Senior Associate	Project management and coordination	\$121.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

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

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Communication Infrastructure Group (CIG)Category: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Video Editor / Videographer	Video production	\$115.00
Animator	Animation and graphics production	\$115.00
Associate Creative Director	Creative projects coordination and graphic design	\$115.00
Photographer	Photography	\$100.00
Associate II	Mid-level project management and coordination	\$99.00
Graphic Designer	Graphic design	\$95.00
Web Designer	Web design	\$84.00
Associate I	Project support	\$84.00
Administrative	Administrative	\$84.00
Specialist	Entry-level project support	\$68.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.





## Exhibit B - Subconsultant Rates - Category 1

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Clanton & AssociatesCategory: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$ 330
President	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 310
Principal	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 225
Associate	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 210
Senior Engineer II	Project Management, Electrical Engineering, Quality Control	\$ 205
Senior Engineer I	Project Management, Electrical Engineering, Quality Control	\$ 160
Engineer II	Lighting Design, Electrical Engineering, Project Support	\$ 145
Engineer I	Lighting Design, Electrical Engineering, Project Support	\$ 130
Senior Designer II	Project Management, Lighting Design, Quality Control	\$ 180
Senior Designer I	Project Management, Lighting Design, Quality Control	\$ 160
Designer II	Lighting Design, Project Support	\$ 140
Designer I	Lighting Design, Project Support	\$ 125
Intern	Lighting Design, Electrical Engineering, Project Support	\$ 100
Production Manager	CADD Production, Deliverables Management, Quality Control	\$ 180
Senior CADD Technician	CADD Production	\$ 125
CADD Technician	CADD Production	\$ 95
Marketing Manager	Marketing, Proposal Development, Contract Review	\$ 90
Office Manager	Invoicing, Office Administration	\$ 90

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

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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**SUB-CONSULTANT TEAM MEMBERS**Firm Name: ERO Resources CorporationCategory: #1 General Civil/Roadway 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).

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Hourly Rate</b>
Principal	Manages activities and advises professional-level personnel concerned with contracts for large-scale, complex projects in a variety of resources including wetlands, biology, ecology, due diligence, cultural resources and paleontological resources. May have a bachelor's degree or higher and 20+ years of experience.	\$197.36
Senior Project Biologist	Performs or conducts investigations, studies, biological assessments (BAs), biological evaluations (BEs), reports. Leads teams on medium to large scale projects. May have bachelor's degree or higher with 20+ years of experience.	\$145.15
Biologist I	Performs or conducts investigations, studies, BAs, BEs, reports. Leads small teams. May have bachelor's degree or higher with 15+ years of experience.	\$120.62
Biologist II	Performs investigations, studies, BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 10+ years of experience.	\$108.70
Staff Biologist	Performs field sampling, data collection and research under limited supervision. May have a bachelor's degree with 5+ years of experience.	\$69.95
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0-5 years of experience.	\$60.91
Senior Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules, including for the comprehensive programs and plans for development of natural spaces. Lead teams or works independently and/or has supervisory responsibilities. Works on large/complex projects. May have a bachelor's degree or higher and relevant certification with 20+ years' experience.	\$198.79
Project Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May lead small teams. May have a bachelor's degree or higher and relevant certification with 5+ years' experience.	\$134.30
Staff Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May have a bachelor's degree or certification and 0-5 years' experience.	\$101.00
Geoscientist I	Designs, implements, manages small to medium projects including site assessments. Monitors progress of small to medium sized projects. May lead small teams. May have a bachelor's degree or higher, relevant professional certifications, and has 15+ years' experience.	\$136.21
Geoscientist II	Monitors, conducts and completes site progress, designs, and reports. May have a bachelor's degree or higher, relevant professional certifications, and has 10+ years' experience.	\$119.32
Staff Geoscientist	Performs subsurface investigations and related work under limited supervision. May have a bachelor's degree or higher, relevant professional certifications, and has 5+ years' experience.	\$137.24
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0-5 years' experience.	\$60.91

## Exhibit B - Subconsultant Rates - Category 1

Title/Classification	Responsibilities	Hourly Rate
GIS/Graphics Specialist	Creates/maintains databases, maps, and graphics that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative, or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Can work independently or as part of a team. Requires technical training.	\$128.61
Senior Cultural Resource Specialist	Manages large, complex archeological projects and leads teams. May have a bachelor's degree or higher and 20+ years of experience.	\$116.56
Project Cultural Resource Specialist	Uncovers archeological sites, and documents, itemizes, and studies unearthed items. Researches, categorizes, and interprets artifacts, architectural features, and types of structures recovered by excavation in order to determine age and cultural identity. Leads small teams. May have a bachelor's degree or higher and 15+ years of experience.	\$86.30
Staff Cultural Resource Specialist I	Assists with archeological projects with some supervision. May lead field teams. May have a bachelor's degree or higher and at least 10+ years of experience.	\$80.15
Staff Cultural Resource Specialist II	Assists with archeological projects under limited supervision. May have a bachelor's degree or higher and 5+ years of experience.	\$68.24
Archaeological Technician	Assists with archeological projects under supervision. May have a bachelor's degree or higher with 0-5 years of experience.	\$65.00
Word Processing/Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training.	\$104.96
Administrative Staff	Responsible for maintaining critical business operations including reconciling accounts, accounting files, invoices, and various other items pertinent to the operation of a business. May have an associate's or bachelor's degree.	\$100.69
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have an associate's or bachelor's degree.	\$64.48

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.412

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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**Exhibit B - Subconsultant Rates - Category 1****SUB-CONSULTANT TEAM MEMBERS**Firm Name: GeocalCategory: #1 General Civil/Roadway DesignList **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge/Project Manager	Oversees contract execution and management, client interaction, overall quality management and document control, ensures systems and processes are in-place, commits resources, negotiates and signs agreements. Provides high-level expertise and oversees specific task orders that involve technical expertise in geotechnical engineering.	\$ 210.00
Senior Project Manager	Manages geotechnical engineering projects for budget and technical content, helps author reports with design recommendations, provides technical guidance for staff, and interacts with the client for clarifications or additions to the scope of work.	\$ 180.00
Construction Manager	Construction engineer that provides plan reviews, analysis and approval of drawings, design engineering review, resident engineer, reviews plans and documents prepared by others, reviews construction schedule and pay requests.	\$ 160.00
Project Engineer	Technical position to provide analyses and report preparation for pavements, structures, programming of lab tests, interpretation of results and providing recommendations to the client on design and construction issues related to geotechnical and materials engineering. Assists with cross-hole sonic logging, other sonic echo tests, PDA results, and other technical procedures to ensure quality. Registered PE to oversee construction inspection and materials testing. Provides quality control of bridge inspection report pieces such as photographs, captions, bridge sketches, and waterway measurements, allocates resources and assists with bridge inspection trip coordination.	\$ 120.00
Staff Engineer	Evaluates site characteristics, with respect to design and construction, identifies geohazards and mitigation procedures, assists with site subsurface investigations, laboratory analyses, engineering analyses, and report preparation. Provides assistant bridge inspection including field and office services such as photographing bridge defects, updating bridge reports, sketches, and waterway measurements.	\$ 90.00
Geologist	Conducts site subsurface investigations including staking borings, permitting, arranging drilling and traffic control subcontractors, logging borings, researching site geology, sampling soils, bedrock and groundwater, and assists with report preparation. Also provides assistant bridge inspection including field and office services such as photographing bridge defects, updating bridge reports, sketches, and waterway measurements.	\$ 85.00
Operations Manager for Construction Services	Oversees construction quality services including inspections, materials testing, local agency documentation, checking resource allocation, calibration and field management.	\$ 130.00
Laboratory Manager	Oversees laboratory operations including AASHTO quality management, equipment calibration, training & records, and application of ASTM and AASHTO procedures for materials testing in the lab.	\$ 95.00
Construction Inspector	Provides onsite observations for traffic control, erosion control, material quantities, conformance with project design and specifications, and review of field test results, generally non-structural.	\$ 85.00
Senior Construction Inspector	Provides inspection of more complicated structures, batch plant inspections, pre-cast and post-tensioning inspections, masonry and grout placement, fire proofing, caisson and pile installations, mostly structural.	\$ 100.00
Materials Technician	Provides construction quality assurance testing, typically for soils, concrete, and asphalt, but could include masonry prisms, grout, mortar, or other construction materials. Works with the contractor to determine testing needs and schedule of activity.	\$ 75.00
Senior Materials Technician/Technician Supervisor	Provides review of quality assurance testing for soils, concrete, asphalt, and other materials, interfaces with client and aids in troubleshooting material issues, interprets test results for client. Schedules personnel, maintains resource allocation and assists with calibrations.	\$ 85.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7751**GEOCAL DOES NOT CHARGE FOR REIMBURSABLE EXPENSES.**

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: HCL Engineering & Surveying Category: #1 General Civil/Roadway 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	Available to review projects or answer questions	\$225.00
Survey Manager	Manage overall survey project and team	\$160.00
Senior Project Surveyor	Supervise and perform office and/or field survey activities	\$130.00
Project Surveyor	Perform office and/or field survey activities	\$110.00
Senior CAD Technician	Supervise and develop CAD drawings	\$110.00
CAD Technician	Develop CAD drawings	\$ 90.00
Party Chief	Supervise field survey activities	\$135.00
Instrument Operator	Assist the party chief in obtaining accurate measurements	\$ 30.00
Utility Locator	Use instruments to locate utilities	\$135.00
Civil Manager	Manage civil team	\$160.00
Senior Project Engineer	Management and design responsibilities	\$135.00
Design Engineer II	Higher level design capabilities	\$110.00
Design Engineer I	Entry-level design	\$100.00
Technical Writer	Responsible for writing grants and reports	\$ 90.00
Administrative	Responsible for administrative tasks and reporting	\$ 50.00
Construction Manager	Manages any construction activities	\$125.00
Construction Inspector	Inspects construction activities and reports to const. mgr	\$100.00
Structural Manager	Manages structural projects	\$160.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.86.

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

**REIMBURSABLE EXPENSES**

Sub-Consultant: HCL Engineering & Surveying

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**      **N/A**

<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**Firm Name: Linda Wilson GroupCategory: #1 General Civil/Roadway Design

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Client Relations, Communications Strategies, Community Outreach, Budgeting	\$ 125.00
Account Associate	Develop project graphics, manage social media, develop web sites/pages, manage content, assist with project outreach	\$ 94.00
Account Associate	Assist with day-to-day project outreach, Bilingual translations and interpretations	\$ 86.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.56

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Livable Cities Studio, Inc.Category: #1 General Civil/Roadway Design

Title/Classification	Responsibilities	Rate/Hr.
Principal 1	A senior officer of the company. Leads projects development of content. Extensive knowledge of design practices.	\$200
Principal 2	A senior officer of the company. Leads projects and development of content. Extensive knowledge of design practices.	\$175
Principal 3	A senior officer of the company. Leads projects and development of content. Leads and manages complex projects.	\$150
Project Designer 1	Project management. Develops scopes and budgets. Provides day-to-day technical management of tasks. Development of content and technical design.	\$130
Project Designer 2	Project management. Development of content. Limited design production.	\$115
Project Designer 3	Some project management and high-level design production and technical design resolution.	\$100
Project Designer 4	Design production and research.	\$90
Project Designer 5	Performs design production work directed by mid and senior level staff.	\$75
Project Designer 6	Recent design graduate or intern. Focus on design production and/or administrative help	\$60

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

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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## EXHIBIT B - Subconsultant Rates - Category 1

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: OV ConsultingCategory: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management, Transportation Management, Planning, Design, Strategic Outreach	\$175
Project Manager	Project Management, Transportaiton Planning, Transportation Engineering	\$160
Senior Engineer	Transportation Engineering	\$145
Engineer II	Transportation Engineering	\$130
Engineer I	Transportation Engineering	\$115
Senior Planner	Transportation Planning	\$140
Planner II	Transportation Planning	\$120
Planner I	Transportation Planning	\$110
GIS Analyst	GIS, Data review	\$90
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD Drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$35
Intern	Varying support tasks	\$30

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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## Exhibit B - Subconsultant Rates - Category 1

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.Category: #1 General Civil/Roadway Design

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

Title/	Responsibilities	Rate/Hr.
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to	\$201
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations,	\$179
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry	\$153
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 127
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data	\$110
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$94
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$76
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

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

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

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## Exhibit B - Subconsultant Rates - Category 1

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Shannon & WilsonCategory: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Vice President	Principal in Charge, QA/QC	\$270.00
Vice President	Senior level review	\$225.00
Senior Associate	Project Management and main contact for CCD. Task Leader for Construction Services. Develop project, cost, schedule and assign tasks, track progress, review submittals, oversee QA/IAT as necessary. Review design plans/specifications for constructability and conformance to building codes.	\$200.00
Associate	Task Leader for Environmental Services. Assign tasks, track progress, review field screening and analytical test results, review reports.	\$175.00
Sr. Professional III	Task Leader for Design Services. Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of reports. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$155.00
Sr. Professional II	Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of report. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$140.00
Sr. Professional I	Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of report. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$125.00
Professional IV	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$110.00
Professional III	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$105.00
Professional II	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$95.00
Professional I	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$85.00

## Exhibit B - Subconsultant Rates - Category 1

Sr. Technician	Lead Inspector. Field inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties. QA/QC for conformance of materials, supplies, etc. to contract documents.	\$110.00
Technician IV	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$95.00
Technician III	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$85.00
Technician II	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$75.00
Technician I	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$65.00
Sr. Drafter	Drafting (CADD/GIS)	\$115.00
Drafter III/IV	Drafting (CADD/GIS)	\$105.00
Drafter I/II	Drafting (CADD/GIS)	\$85.00
Admin. III/IV	Format, print, and assemble technical reports and other deliverables.	\$85.00
Admin. I/II	Format, print, and assemble technical reports and other deliverables.	\$75.00

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

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Shrewsberry & Associates, LLCCategory: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Engineer 7	Principal-in-Charge, overall management of design team	\$224.56
Engineer 6	Project management, design manager, quality control	\$204.29
Engineer 5	Project management, design lead	\$163.51
Engineer 4	Design discipline lead	\$138.71
Engineer 3	Designer, task lead	\$114.93
Engineer 2	Designer	\$105.28
Engineer 1	Designer	\$84.19
Landscape Architect 6	Landscape architecture manager	\$176.73
Landscape Architect 5	Landscape architecture design manager	\$118.83
Landscape Architect 4	Landscape architecture lead, quality control	\$118.40
Landscape Architect 3	Landscape architecture designer	\$84.48
Landscape Architect 2	Landscape architecture designer	\$78.87
Administration 3	Administration Services	\$86.73

Multiplier, which when multiplied by the direct labor rate and profit yields the above hourly billing rate: 2.815898

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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## Exhibit B - Subconsultant Rates - Category 1

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: SurvWest, LLC

Category: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer	Oversight of engineering design and quality; technical design direction	\$205.00
Project Manager	Oversight of project schedule and budget, execution of scope	\$175.00
Project Engineer	Performs design and engineering calculations	\$160.00
Junior Engineer	Assist with the design and engineering calculations under the supervision of a licensed engineer	\$130.00
Engineer-In-Training	Assist with the design and engineering calculations under the supervision of a licensed engineer	\$110.00
Engineering Technician	Designing, planning and execution of projects; advanced knowledge of CAD	\$100.00
Field Coordinator	Oversight of field activities, processes and technical merit. Highest level knowledge of process, equipment, field conditions and expertise	\$150.00
Senior Designator	Oversight of designation process, directs field staff, high-level knowledge of equipment, conditions and technical expertise	\$120.00
Junior Designator	Performs designation activities, operates associated equipment	\$90.00
Senior Locator/Vac Truck	Performs test hole and locating activities, operates associated equipment	\$80.00
Junior Locator/Vac Truck	Performs test hole and locating activities, operates associated equipment	\$65.00
Senior CAD Technician	Performs drafting of technical drawings	\$100.00
Junior CAD Technician	Performs drafting of technical drawings	\$85.00
Principal Surveyor	Oversight of surveying process, directs staff and responsible for technical merit	\$156.00
Office Surveyor	Processes field survey data, oversight of office process, produces deliverables	\$145.00
Senior Field Surveyor	Performs field surveying activities	\$105.00
Junior Field Surveyor	Performs field surveying activities	\$90

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

Exhibit B - Subconsultant Rates - Category 1

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

- Subconsultants
- Traffic Control Subcontractor
- Permit Fees
- Waste Disposal Fees
- Field Supplies

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

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

**2020-2023 DOTI On-Call****Triunity – Attachment 5**Category: #1 General Civil/Roadway  
Design

Title/Classification	Responsibilities	Rate/Hr
Administration Support	Administration and Clerical Support	\$70.00
Executive Administration Support	Executive Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil design	\$188.00
Civil Engineer 2	Civil design	\$170.00
Civil Engineer 1	Civil design	\$145.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$165.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$140.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$110.00
Construction Manager 2	Construction Management	\$210.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$150.00
Construction Safety	Construction Field Safety	\$117.00
Document Control Specialist 2	Document Control Specialist	\$165.00
Document Control Specialist 1	Document Control Specialist	\$130.00
Document Control Support	Document Control Support	\$95.00
Drafting Lead	CAD & Drafting	\$115.00
Drafter 1	CAD & Drafting	\$95.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$250.00
Electrical Engineer 2	Electrical and Systems Engineering	\$210.00
Electrical Engineer 1	Electrical and Systems Engineering	\$175.00
Electrical Inspection Lead	Electrical Field Inspections	\$170.00
Electrical Inspection 2	Electrical Field Inspections	\$145.00
Electrical Inspection 1	Electrical Field Inspections	\$115.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$210.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$170.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$125.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$85.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$230.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$195.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$175.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$125.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$90.00
Project Manager Senior	Project Management Functions	\$290.00
Project Manager 3	Project Management Functions	\$240.00
Project Manager 2	Project Management Functions	\$200.00
Project Manager 1	Project Management Functions	\$140.00
Utility Coordinator Lead	Utility Coordination	\$185.00
Utility Coordinator 2	Utility Coordination	\$160.00
Utility Coordinator 1	Utility Coordination	\$130.00

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

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

(1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.



## Exhibit B - Subconsultant Rates - Category 1

(2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.

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

## EXHIBIT B - Subconsultant Rates - Category 1

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Transportation Resource Services, Inc.Category: #1 General Civil/Roadway Design

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager/Principal	Develop and maintain project schedules, assist with acquisition strategies, provide daily oversight, lead progress meetings and coordinate with sub-consultants as needed.	\$158.00
Sr. Right of Way Agent	Property owner outreach, title review, facilitate right of way acquisition process, and serve as primary negotiator. for complex transactions.	\$120.00
Right of Way Agent	Property owner outreach, facilitate right of way acquisition process, and serve as negotiator for standard transactions.	\$110.00
Administration / Quality Control	Project document control and quality assurance. Development of notices, offers and contracts. Monitor project progress and provide status updates.	\$64.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

## Exhibit B - Subconsultant Rates - Category 3

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: IDAX Data SolutionsCategory: #3 Bridge Inspection

Title/Classification	Responsibilities	Rate/Hr.
PRINCIPAL	Vision, Business Development, Contracts, Quality Control	\$ 195.00
OPERATIONS MANAGER	Office Operations, Project Management, Quality Control, Contracts, Business Development	\$ 130.00
PROJECT MANAGER	Implementing & Coordinating Projects, Scoping, Scheduling, Quality Control, Processing	\$ 90.00
FIELD TECHNICIAN	Deploying & Retrieving Equipment, Field Collection, Equipment Maintenance, Processing	\$ 70.00

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

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

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



**Exhibit B - Subconsultant Rates - Category 3  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: CONSOR Engineers, LLCCategory: Category 3 - Bridge Inspection

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Inspector	TL for Bridge and Minors inspection	\$161.81
Inspector	Bridge and Minors inspection	\$121.48
PE Climber	SPRAT-certified Level 2 /3 climber	\$143.43
Assistant Inspector	Bridge and Minors inspection	\$110.06
PE Diver	TL for underwater inspection	\$165.21

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.97

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

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

**Exhibit B - Subconsultant Rates - Category 3**  
**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Terracon Consultants, Inc.Category: #3 Bridge Inspection

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

Title/Classification	Responsibilities	Rate/Hr.
Principal & Authorized Project Reviewer	Review of complex or technical issues; verify compliance with quality control procedures.	\$195
Senior Engineer	Senior level analysis and report preparation.	\$165
Project Manager	Overall management, correspondence, oversight, budget, schedule, and deliverables.	\$150
Project Engineer, Geologist, Geophysicist	Routine to more advanced analysis and report preparation.	\$145
Staff Engineer, Geologist, Scientist	Routine analysis and report preparation.	\$125
Field Engineer, Geologist, Scientist	Field work, observations, data collection.	\$105
Draftsperson	Preparation of drawings and figures	\$85
Technician	Limited observations, inspections, sample collection.	\$75
Administrative Assistant	Invoicing, insurance, and other administrative functions.	\$65

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

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

## Exhibit B - Subconsultant Rates - Category 3

2020-2023 DOTI On-Call

Triunity – Attachment 5 Category: #3 Bridge Inspection

Title/Classification	Responsibilities	Rate/Hr
Administration Support	Administration and Clerical Support	\$70.00
Executive Administration Support	Executive Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil design	\$188.00
Civil Engineer 2	Civil design	\$170.00
Civil Engineer 1	Civil design	\$145.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$165.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$140.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$110.00
Construction Manager 2	Construction Management	\$210.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$150.00
Construction Safety	Construction Field Safety	\$117.00
Document Control Specialist 2	Document Control Specialist	\$165.00
Document Control Specialist 1	Document Control Specialist	\$130.00
Document Control Support	Document Control Support	\$95.00
Drafting Lead	CAD & Drafting	\$115.00
Drafter 1	CAD & Drafting	\$95.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$250.00
Electrical Engineer 2	Electrical and Systems Engineering	\$210.00
Electrical Engineer 1	Electrical and Systems Engineering	\$175.00
Electrical Inspection Lead	Electrical Field Inspections	\$170.00
Electrical Inspection 2	Electrical Field Inspections	\$145.00
Electrical Inspection 1	Electrical Field Inspections	\$115.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$210.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$170.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$125.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$85.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$230.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$195.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$175.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$125.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$90.00
Project Manager Senior	Project Management Functions	\$290.00
Project Manager 3	Project Management Functions	\$240.00
Project Manager 2	Project Management Functions	\$200.00
Project Manager 1	Project Management Functions	\$140.00
Utility Coordinator Lead	Utility Coordination	\$185.00
Utility Coordinator 2	Utility Coordination	\$160.00
Utility Coordinator 1	Utility Coordination	\$130.00

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

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

(1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.

### **Exhibit B - Subconsultant Rates - Category 3**

(2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.

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**Exhibit B - Subconsultant Rates - Category 3**  
**SUB-CONSULTANT TEAM**  
**MEMBERS**

Firm Name: Bridge Diagnostics, Inc. (BDI)Category: #3 Bridge Inspection

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

Title/Classification	Responsibilities	Rate/Hr.
Principle	PE with full responsibility for large, complex projects or a number of large projects. Generally reports directly to the firm's principal/president and has administrative qualifications needed to develop a project or projects with clients. Has project management duties; may be at the vice president (VP) level in the company. Typically has a bachelor's or master's degree and 19+ years of experience. Requires a PE certification.	\$67.31
Engineer	Professional engineer (PE) working under general supervision, establishes basic design criteria and performs a variety of skilled professional engineering work in the office or field. Requires application of standard engineering techniques and procedures and professional judgment to make modifications or execute complex features or solutions. Has a bachelor's or master's degree and 4-8 years of experience.	\$37.86
Technician	Technician uses prescribed methods, standard techniques, and practices to perform beginning level engineering assignments under the guidance of experienced engineers. May plan, coordinate, and oversees activities of entire projects to ensure that goals or objectives are accomplished within prescribed time-frame. Is part of a team on large projects, or has sole responsibility for small, minimally complex projects. May have an associate's or bachelor's degree and 1-5 years of experience.	\$25.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.91

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## Exhibit B - Subconsultant Rates - Category 3

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: ERO Resources CorporationCategory: #3 Bridge Inspection

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

Title/Classification	Responsibilities	Hourly Rate
Principal	Manages activities and advises professional-level personnel concerned with contracts for large-scale, complex projects in a variety of resources including wetlands, biology, ecology, due diligence, cultural resources and paleontological resources. May have a bachelor's degree or higher and 20+ years of experience.	\$197.36
Senior Project Biologist	Performs or conducts investigations, studies, biological assessments (BAs), biological evaluations (BEs), reports. Leads teams on medium to large scale projects. May have bachelor's degree or higher with 20+ years of experience.	\$145.15
Biologist I	Performs or conducts investigations, studies, BAs, BEs, reports. Leads small teams. May have bachelor's degree or higher with 15+ years of experience.	\$120.62
Biologist II	Performs investigations, studies, BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 10+ years of experience.	\$108.70
Staff Biologist	Performs field sampling, data collection and research under limited supervision. May have a bachelor's degree with 5+ years of experience.	\$69.95
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0-5 years of experience.	\$60.91
Senior Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules, including for the comprehensive programs and plans for development of natural spaces. Lead teams or works independently and/or has supervisory responsibilities. Works on large/complex projects. May have a bachelor's degree or higher and relevant certification with 20+ years' experience.	\$198.79
Project Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May lead small teams. May have a bachelor's degree or higher and relevant certification with 5+ years' experience.	\$134.30
Staff Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May have a bachelor's degree or certification and 0-5 years' experience.	\$101.00
Geoscientist I	Designs, implements, manages small to medium projects including site assessments. Monitors progress of small to medium sized projects. May lead small teams. May have a bachelor's degree or higher, relevant professional certifications, and has 15+ years' experience.	\$136.21
Geoscientist II	Monitors, conducts and completes site progress, designs, and reports. May have a bachelor's degree or higher, relevant professional certifications, and has 10+ years' experience.	\$119.32
Staff Geoscientist	Performs subsurface investigations and related work under limited supervision. May have a bachelor's degree or higher, relevant professional certifications, and has 5+ years' experience.	\$137.24
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0-5 years' experience.	\$60.91

## Exhibit B - Subconsultant Rates - Category 3

Title/Classification	Responsibilities	Hourly Rate
GIS/Graphics Specialist	Creates/maintains databases, maps, and graphics that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative, or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Can work independently or as part of a team. Requires technical training.	\$128.61
Senior Cultural Resource Specialist	Manages large, complex archeological projects and leads teams. May have a bachelor's degree or higher and 20+ years of experience.	\$116.56
Project Cultural Resource Specialist	Uncovers archeological sites, and documents, itemizes, and studies unearthed items. Researches, categorizes, and interprets artifacts, architectural features, and types of structures recovered by excavation in order to determine age and cultural identity. Leads small teams. May have a bachelor's degree or higher and 15+ years of experience.	\$86.30
Staff Cultural Resource Specialist I	Assists with archeological projects with some supervision. May lead field teams. May have a bachelor's degree or higher and at least 10+ years of experience.	\$80.15
Staff Cultural Resource Specialist II	Assists with archeological projects under limited supervision. May have a bachelor's degree or higher and 5+ years of experience.	\$68.24
Archaeological Technician	Assists with archeological projects under supervision. May have a bachelor's degree or higher with 0-5 years of experience.	\$65.00
Word Processing/Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training.	\$104.96
Administrative Staff	Responsible for maintaining critical business operations including reconciling accounts, accounting files, invoices, and various other items pertinent to the operation of a business. May have an associate's or bachelor's degree.	\$100.69
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have an associate's or bachelor's degree.	\$64.48

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.412

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

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

**Exhibit B - Subconsultant Rates - Category 3**  
**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: GeocalCategory: #3 Bridge Inspection

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge/Project Manager	Oversees contract execution and management, client interaction, overall quality management and document control, ensures systems and processes are in-place, commits resources, negotiates and signs agreements. Provides high-level expertise and oversees specific task orders that involve technical expertise in geotechnical engineering.	\$ 210.00
Senior Project Manager	Manages geotechnical engineering projects for budget and technical content, helps author reports with design recommendations, provides technical guidance for staff, and interacts with the client for clarifications or additions to the scope of work.	\$ 180.00
Construction Manager	Construction engineer that provides plan reviews, analysis and approval of drawings, design engineering review, resident engineer, reviews plans and documents prepared by others, reviews construction schedule and pay requests.	\$ 160.00
Project Engineer	Technical position to provide analyses and report preparation for pavements, structures, programming of lab tests, interpretation of results and providing recommendations to the client on design and construction issues related to geotechnical and materials engineering. Assists with cross-hole sonic logging, other sonic echo tests, PDA results, and other technical procedures to ensure quality. Registered PE to oversee construction inspection and materials testing. Provides quality control of bridge inspection report pieces such as photographs, captions, bridge sketches, and waterway measurements, allocates resources and assists with bridge inspection trip coordination.	\$ 120.00
Staff Engineer	Evaluates site characteristics, with respect to design and construction, identifies geohazards and mitigation procedures, assists with site subsurface investigations, laboratory analyses, engineering analyses, and report preparation. Provides assistant bridge inspection including field and office services such as photographing bridge defects, updating bridge reports, sketches, and waterway measurements.	\$ 90.00
Geologist	Conducts site subsurface investigations including staking borings, permitting, arranging drilling and traffic control subcontractors, logging borings, researching site geology, sampling soils, bedrock and groundwater, and assists with report preparation. Also provides assistant bridge inspection including field and office services such as photographing bridge defects, updating bridge reports, sketches, and waterway measurements.	\$ 85.00
Operations Manager for Construction Services	Oversees construction quality services including inspections, materials testing, local agency documentation, checking resource allocation, calibration and field management.	\$ 130.00
Laboratory Manager	Oversees laboratory operations including AASHTO quality management, equipment calibration, training & records, and application of ASTM and AASHTO procedures for materials testing in the lab.	\$ 95.00
Construction Inspector	Provides onsite observations for traffic control, erosion control, material quantities, conformance with project design and specifications, and review of field test results, generally non-structural.	\$ 85.00
Senior Construction Inspector	Provides inspection of more complicated structures, batch plant inspections, pre-cast and post-tensioning inspections, masonry and grout placement, fire proofing, caisson and pile installations, mostly structural.	\$ 100.00
Materials Technician	Provides construction quality assurance testing, typically for soils, concrete, and asphalt, but could include masonry prisms, grout, mortar, or other construction materials. Works with the contractor to determine testing needs and schedule of activity.	\$ 75.00
Senior Materials Technician/Technician Supervisor	Provides review of quality assurance testing for soils, concrete, asphalt, and other materials, interfaces with client and aids in troubleshooting material issues, interprets test results for client. Schedules personnel, maintains resource allocation and assists with calibrations.	\$ 85.00

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

**GEOCAL DOES NOT CHARGE FOR REIMBURSABLE EXPENSES.**

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Peters and Yaffee, Inc.Category: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer	PE with 20+ years of post registration experience. Will perform as an oversight role (over resources and team).	\$281.17
Chief Engineer	PE with 20+ years of post registration experience. Will perform as a technical discipline oversight role.	\$229.38
Senior Engineer	PE with 15+ years of post registration experience. Individual is not discipline lead – in production role.	\$215.78
Project Engineer	PE with 0+ years of post registration experience. Will perform engineering and production support.	\$140.88
Engineering Intern	Entry level w/ engineering degree; EI License required. Will perform preliminary engineering and production support.	\$111.26
Engineering Tech.	Entry level, with 0-4 years of experience. Will perform preliminary production support.	\$90.44
Senior Designer	15+ years of design experience, non-registered. Will perform final production support.	\$90.44
Designer	10+ years of design experience, non-registered. Will perform preliminary production support.	\$87.45
Design Intern	Enrolled in BSCE. Will perform preliminary production support.	\$49.60

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

**2020-2023 DOTI On-Call****Triunity – Attachment 5**Category: #7 Traffic Engineering

Title/Classification	Responsibilities	Rate/Hr
Administration Support	Administration and Clerical Support	\$70.00
Executive Administration Support	Executive Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil design	\$188.00
Civil Engineer 2	Civil design	\$170.00
Civil Engineer 1	Civil design	\$145.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$165.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$140.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$110.00
Construction Manager 2	Construction Management	\$210.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$150.00
Construction Safety	Construction Field Safety	\$117.00
Document Control Specialist 2	Document Control Specialist	\$165.00
Document Control Specialist 1	Document Control Specialist	\$130.00
Document Control Support	Document Control Support	\$95.00
Drafting Lead	CAD & Drafting	\$115.00
Drafter 1	CAD & Drafting	\$95.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$250.00
Electrical Engineer 2	Electrical and Systems Engineering	\$210.00
Electrical Engineer 1	Electrical and Systems Engineering	\$175.00
Electrical Inspection Lead	Electrical Field Inspections	\$170.00
Electrical Inspection 2	Electrical Field Inspections	\$145.00
Electrical Inspection 1	Electrical Field Inspections	\$115.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$210.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$170.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$125.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$85.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$230.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$195.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$175.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$125.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$90.00
Project Manager Senior	Project Management Functions	\$290.00
Project Manager 3	Project Management Functions	\$240.00
Project Manager 2	Project Management Functions	\$200.00
Project Manager 1	Project Management Functions	\$140.00
Utility Coordinator Lead	Utility Coordination	\$185.00
Utility Coordinator 2	Utility Coordination	\$160.00
Utility Coordinator 1	Utility Coordination	\$130.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: \_\_\_N/A\_\_\_\_\_

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

(1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.



## Exhibit B Subconsultant Rates - Category 7

(2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.

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

## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Navjoy Consulting Services, Inc.Category: #3 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge	Overall responsibility	\$194.56
Project Manager	Overall responsibility for quality, timelines & assignment of resources	\$153.60
IT Network Manager	IT Network and Planning	\$153.60
Task Manager	Responsible for tasks	\$128.00
Senior Project Coordinator	Lead project coordination	\$76.80
Project Coordinator	Assist with project coordination	\$56.30
Senior Data Analyst	Lead analytic support	\$76.80
Data Analyst	Analytic support	\$56.30
Lead Field Technician	Lead and conduct field work	\$76.80
Field Technician	Conduct field work	\$66.56
Marketing Manager	Lead marketing support	\$76.80
Graphic Designer	Graphic support	\$56.30

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.4

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

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



**SUB-CONSULTANT TEAM MEMBERS**Firm Name: IDAX Data SolutionsCategory: #7 Traffic Engineering

Title/Classification	Responsibilities	Rate/Hr.
PRINCIPAL	Vision, Business Development, Contracts, Quality Control	\$ 195.00
OPERATIONS MANAGER	Office Operations, Project Management, Quality Control, Contracts, Business Development	\$ 130.00
PROJECT MANAGER	Implementing & Coordinating Projects, Scoping, Scheduling, Quality Control, Processing	\$ 90.00
FIELD TECHNICIAN	Deploying & Retrieving Equipment, Field Collection, Equipment Maintenance, Processing	\$ 70.00

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

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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## Exhibit B Subconsultant Rates - Category 7

## Attachment 5

## SUB-CONSULTANT TEAM MEMBER

Firm Name: Alta Planning + Design, Inc.Category: #7 Traffic Engineering

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-Charge	Multimodal Principal (Bike, Ped, Transit) providing strategic review and project support	\$275/hour
Senior Associate	Multimodal Senior Associate Engineer; Multimodal (Bike, Ped, Transit) Lead, QA/QC	\$225/hour
Engineering Associate	Multimodal Engineering Associate; Multimodal (Bike, Ped, Transit) and Traffic Engineering, construction document production, traffic analysis	\$182/hour
Planning Associate	Planning Associate; Vision Zero and Transportation Planning Lead, QA/QC	\$176/hour
Senior Engineer / Senior Planner	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$154/hour
Web Designer	Web Development and Maintenance for Public Input	\$137/hour
Engineer I	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$132/hour
Engineer II	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$121/hour
Designer	Designer; Landscape Architecture: Visualization	\$115/hour
Planner	Planner; Vision Zero and Transportation Planning	\$110/hour
Administration	Administration, billing and project controls support	\$90/hour
Intern	Multimodal Engineer; Assistance on Multimodal (Bike, Ped, Transit) tasks, construction document production, traffic analysis	\$83/hour

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.25

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

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

## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Transportation Resource Services, Inc.Category: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager/Principal	Develop and maintain project schedules, assist with acquisition strategies, provide daily oversight, lead progress meetings and coordinate with sub-consultants as needed.	\$158.00
Sr. Right of Way Agent	Property owner outreach, title review, facilitate right of way acquisition process, and serve as primary negotiator. for complex transactions.	\$120.00
Right of Way Agent	Property owner outreach, facilitate right of way acquisition process, and serve as negotiator for standard transactions.	\$110.00
Administration / Quality Control	Project document control and quality assurance. Development of notices, offers and contracts. Monitor project progress and provide status updates.	\$64.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Shrewsberry & Associates, LLCCategory: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Engineer 7	Principal-in-Charge, overall management of design team	\$224.56
Engineer 6	Project management, design manager, quality control	\$204.29
Engineer 5	Project management, design lead	\$163.51
Engineer 4	Design discipline lead	\$138.71
Engineer 3	Designer, task lead	\$114.93
Engineer 2	Designer	\$105.28
Engineer 1	Designer	\$84.19
Landscape Architect 6	Landscape architecture manager	\$176.73
Landscape Architect 5	Landscape architecture design manager	\$118.83
Landscape Architect 4	Landscape architecture lead, quality control	\$118.40
Landscape Architect 3	Landscape architecture designer	\$84.48
Landscape Architect 2	Landscape architecture designer	\$78.87
Administration 3	Administration Services	\$86.73

Multiplier, which when multiplied by the direct labor rate and profit yields the above hourly billing rate: 2.815898

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Shannon & WilsonCategory: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Vice President	Principal in Charge, QA/QC	\$270.00
Vice President	Senior level review	\$225.00
Senior Associate	Project Management and main contact for CCD. Task Leader for Construction Services. Develop project, cost, schedule and assign tasks, track progress, review submittals, oversee QA/IAT as necessary. Review design plans/specifications for constructability and conformance to building codes.	\$200.00
Associate	Task Leader for Environmental Services. Assign tasks, track progress, review field screening and analytical test results, review reports.	\$175.00
Sr. Professional III	Task Leader for Design Services. Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of reports. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$155.00
Sr. Professional II	Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of report. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$140.00
Sr. Professional I	Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of report. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$125.00
Professional IV	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$110.00
Professional III	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$105.00
Professional II	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$95.00
Professional I	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$85.00

## Exhibit B Subconsultant Rates - Category 7

Sr. Technician	Lead Inspector. Field inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties. QA/QC for conformance of materials, supplies, etc. to contract documents.	\$110.00
Technician IV	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$95.00
Technician III	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$85.00
Technician II	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$75.00
Technician I	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$65.00
Sr. Drafter	Drafting (CADD/GIS)	\$115.00
Drafter III/IV	Drafting (CADD/GIS)	\$105.00
Drafter I/II	Drafting (CADD/GIS)	\$85.00
Admin. III/IV	Format, print, and assemble technical reports and other deliverables.	\$85.00
Admin. I/II	Format, print, and assemble technical reports and other deliverables.	\$75.00

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

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

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### SUB-CONSULTANT TEAM MEMBERS

Firm Name: HCL Engineering & Surveying Category: #7 Traffic Engineering

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	Available to review projects or answer questions	\$225.00
Survey Manager	Manage overall survey project and team	\$160.00
Senior Project Surveyor	Supervise and perform office and/or field survey activities	\$130.00
Project Surveyor	Perform office and/or field survey activities	\$110.00
Senior CAD Technician	Supervise and develop CAD drawings	\$110.00
CAD Technician	Develop CAD drawings	\$ 90.00
Party Chief	Supervise field survey activities	\$135.00
Instrument Operator	Assist the party chief in obtaining accurate measurements	\$ 30.00
Utility Locator	Use instruments to locate utilities	\$135.00
Civil Manager	Manage civil team	\$160.00
Senior Project Engineer	Management and design responsibilities	\$135.00
Design Engineer II	Higher level design capabilities	\$110.00
Design Engineer I	Entry-level design	\$100.00
Technical Writer	Responsible for writing grants and reports	\$ 90.00
Administrative	Responsible for administrative tasks and reporting	\$ 50.00
Construction Manager	Manages any construction activities	\$125.00
Construction Inspector	Inspects construction activities and reports to const. mgr	\$100.00
Structural Manager	Manages structural projects	\$160.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.86 .

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

**REIMBURSABLE EXPENSES**

Sub-Consultant: HCL Engineering & Surveying

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**      **N/A**

<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 B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.Category: #7 Traffic Engineering

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

Title/	Responsibilities	Rate/Hr.
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to	\$201
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations,	\$179
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry	\$153
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 127
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data	\$110
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$94
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$76
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

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

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

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**SUB-CONSULTANT TEAM MEMBERS**Firm Name: ERO Resources CorporationCategory: #7 Traffic Engineering

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).

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Hourly Rate</b>
Principal	Manages activities and advises professional-level personnel concerned with contracts for large-scale, complex projects in a variety of resources including wetlands, biology, ecology, due diligence, cultural resources and paleontological resources. May have a bachelor's degree or higher and 20+ years of experience.	\$197.36
Senior Project Biologist	Performs or conducts investigations, studies, biological assessments (BAs), biological evaluations (BEs), reports. Leads teams on medium to large scale projects. May have bachelor's degree or higher with 20+ years of experience.	\$145.15
Biologist I	Performs or conducts investigations, studies, BAs, BEs, reports. Leads small teams. May have bachelor's degree or higher with 15+ years of experience.	\$120.62
Biologist II	Performs investigations, studies, BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 10+ years of experience.	\$108.70
Staff Biologist	Performs field sampling, data collection and research under limited supervision. May have a bachelor's degree with 5+ years of experience.	\$69.95
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0-5 years of experience.	\$60.91
Senior Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules, including for the comprehensive programs and plans for development of natural spaces. Lead teams or works independently and/or has supervisory responsibilities. Works on large/complex projects. May have a bachelor's degree or higher and relevant certification with 20+ years' experience.	\$198.79
Project Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May lead small teams. May have a bachelor's degree or higher and relevant certification with 5+ years' experience.	\$134.30
Staff Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May have a bachelor's degree or certification and 0-5 years' experience.	\$101.00
Geoscientist I	Designs, implements, manages small to medium projects including site assessments. Monitors progress of small to medium sized projects. May lead small teams. May have a bachelor's degree or higher, relevant professional certifications, and has 15+ years' experience.	\$136.21
Geoscientist II	Monitors, conducts and completes site progress, designs, and reports. May have a bachelor's degree or higher, relevant professional certifications, and has 10+ years' experience.	\$119.32
Staff Geoscientist	Performs subsurface investigations and related work under limited supervision. May have a bachelor's degree or higher, relevant professional certifications, and has 5+ years' experience.	\$137.24
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0-5 years' experience.	\$60.91

## Exhibit B Subconsultant Rates - Category 7

Title/Classification	Responsibilities	Hourly Rate
GIS/Graphics Specialist	Creates/maintains databases, maps, and graphics that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative, or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Can work independently or as part of a team. Requires technical training.	\$128.61
Senior Cultural Resource Specialist	Manages large, complex archeological projects and leads teams. May have a bachelor's degree or higher and 20+ years of experience.	\$116.56
Project Cultural Resource Specialist	Uncovers archeological sites, and documents, itemizes, and studies unearthed items. Researches, categorizes, and interprets artifacts, architectural features, and types of structures recovered by excavation in order to determine age and cultural identity. Leads small teams. May have a bachelor's degree or higher and 15+ years of experience.	\$86.30
Staff Cultural Resource Specialist I	Assists with archeological projects with some supervision. May lead field teams. May have a bachelor's degree or higher and at least 10+ years of experience.	\$80.15
Staff Cultural Resource Specialist II	Assists with archeological projects under limited supervision. May have a bachelor's degree or higher and 5+ years of experience.	\$68.24
Archaeological Technician	Assists with archeological projects under supervision. May have a bachelor's degree or higher with 0-5 years of experience.	\$65.00
Word Processing/Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training.	\$104.96
Administrative Staff	Responsible for maintaining critical business operations including reconciling accounts, accounting files, invoices, and various other items pertinent to the operation of a business. May have an associate's or bachelor's degree.	\$100.69
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have an associate's or bachelor's degree.	\$64.48

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.412

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

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## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG)Category: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Executive oversight	\$215.00
Chief Creative Officer	Creative oversight	\$195.00
Senior Counselor	Executive oversight	\$195.00
Sr. Strategic Director	Strategic council	\$190.00
Counselor II	Project oversight	\$170.00
Counselor I	Project oversight and coordination	\$141.00
Video Producer	Video production	\$141.00
Account Supervisor	Project management	\$129.00
Creative Art Director	Creative project management and graphic design	\$126.00
Senior Associate	Project management and coordination	\$121.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG)Category: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Video Editor / Videographer	Video production	\$115.00
Animator	Animation and graphics production	\$115.00
Associate Creative Director	Creative projects coordination and graphic design	\$115.00
Photographer	Photography	\$100.00
Associate II	Mid-level project management and coordination	\$99.00
Graphic Designer	Graphic design	\$95.00
Web Designer	Web design	\$84.00
Associate I	Project support	\$84.00
Administrative	Administrative	\$84.00
Specialist	Entry-level project support	\$68.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Linda Wilson GroupCategory: #7 Traffic Engineering

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Client Relations, Communications Strategies, Community Outreach, Budgeting	\$ 125.00
Account Associate	Develop project graphics, manage social media, develop web sites/pages, manage content, assist with project outreach	\$ 94.00
Account Associate	Assist with day-to-day project outreach, Bilingual translations and interpretations	\$ 86.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.56

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## Exhibit B Subconsultant Rates - Category 7

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton & AssociatesCategory: #7 Traffic Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$ 330
President	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 310
Principal	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 225
Associate	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 210
Senior Engineer II	Project Management, Electrical Engineering, Quality Control	\$ 205
Senior Engineer I	Project Management, Electrical Engineering, Quality Control	\$ 160
Engineer II	Lighting Design, Electrical Engineering, Project Support	\$ 145
Engineer I	Lighting Design, Electrical Engineering, Project Support	\$ 130
Senior Designer II	Project Management, Lighting Design, Quality Control	\$ 180
Senior Designer I	Project Management, Lighting Design, Quality Control	\$ 160
Designer II	Lighting Design, Project Support	\$ 140
Designer I	Lighting Design, Project Support	\$ 125
Intern	Lighting Design, Electrical Engineering, Project Support	\$ 100
Production Manager	CADD Production, Deliverables Management, Quality Control	\$ 180
Senior CADD Technician	CADD Production	\$ 125
CADD Technician	CADD Production	\$ 95
Marketing Manager	Marketing, Proposal Development, Contract Review	\$ 90
Office Manager	Invoicing, Office Administration	\$ 90

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

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

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## Exhibit B - Rates - Subconsultant - Category 12

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: **Atkins North America, Inc.**

Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Manages, directs and controls the operations of a large operating unit of the firm. Provides leadership, direction and guidance to managers	\$325.00
Sector Manager	Manages, directs and controls the operations of a Sector of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$335.00
Division Manager	Manages, directs and controls the operations of a Division of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$285.00
Program Manager	Senior leader for entire program providing direction and supervision to all program staff. Responsible for directly reporting to client manager.	\$305.00
Sr. Project Director	Manages complex and unconventional technology or delivery systems for a single multiple projects or portions of a program. Provides leadership, direction, and technical guidance to managers.	\$275.00
Project Director	Manages complex and unconventional technology or delivery systems for a single significant project. Provides leadership, direction, and technical guidance to managers.	\$250.00
Senior Group Manager	Supervises the staff and work production of a large technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$225.00
Group Manager	Supervises the staff and work production of a technical work unit. Provides leadership, direction, and technical guidance to staff to ensure that quality technical services are provided.	\$200.00
Senior Project Manager	Provides professional and project management expertise in the direction of highly unconventional projects requiring multiple technical units.	\$200.00
Project Manager II	Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects.	\$175.00
Project Manager I	Applies technical expertise and project management experience to manage project teams on conventional projects.	\$155.00
Associate Project Manager	Under supervision, applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$140.00

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

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## Exhibit B - Rates - Subconsultant - Category 12

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: **Atkins North America, Inc.**

Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Engineer IV	Serves as a recognized technical specialist providing advice on the resolution of major technical problems of marked importance.	\$200.00
Senior Engineer III	Applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$180.00
Senior Engineer II	Provides the expertise of a seasoned engineer to all conventional aspects of functional area and applies advanced concepts and techniques to unconventional engineering problems.	\$160.00
Senior Engineer I	Applies full competency in conventional engineering work and broad knowledge of precedents in specialty area.	\$140.00
Engineer II	Under supervision, applies technical professional proficiency to the investigation of engineering problems, the coordination of project activities, and the preparation of preliminary plans and documents.	\$115.00
Engineer I	Under supervision, performs routine engineering work while developing professional proficiency.	\$100.00
Senior Designer III	Provides design, production and coordination of construction plans and drawings in support of complex or major engineering projects. Provides supervision or oversight of other designers.	\$185.00
Senior Designer II	Provides design, production and coordination of construction plans and drawings in support of complex or major engineering projects.	\$155.00
Senior Designer I	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$135.00
CAD Designer	Under general supervision, provides expertise in the performance of varied and highly complex computer-assisted drafting and design work to support technical services.	\$115.00
Senior CAD Technician	Under supervision, provides proficiency in computer-assisted drafting and design to support technical services.	\$100.00
CAD Design Technician	Under general supervision, provides expertise in the performance of computer-assisted design to support development, planning, transportation and other technical services.	\$85.00

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

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## Exhibit B - Rates - Subconsultant - Category 12

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: **Atkins North America, Inc.**

Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Planner II	Provides the expertise of a seasoned planner, applying advanced concepts and techniques to unconventional problems.	\$150.00
Senior Planner I	Applies full competency in conventional planning work and broad knowledge of precedents in functional area of assignment.	\$135.00
Planner II	Under supervision, applies technical professional proficiency to the solution of planning problems and the coordination of related project activities.	\$110.00
Planner I	Under supervision, performs routine planning assignments while developing professional proficiency.	\$95.00
Senior GIS Analyst III	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a major and complex projects and supervises staff.	\$140.00
Senior GIS Analyst II	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a multiple major project.	\$125.00
Senior GIS Analyst I	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a major project.	\$115.00
GIS Analyst II	Under supervision, applies technical professional proficiency to GIS studies and the coordination of related activities.	\$105.00
GIS Analyst I	Under supervision, performs standard GIS work while developing professional proficiency.	\$95.00
Senior Landscape Architect II	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems managing projects and staff.	\$155.00
Senior Landscape Architect I	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems.	\$135.00
Landscape Architect II	Under supervision, applies technical professional proficiency to the solution of landscape architectural problems and the coordination of related project activities.	\$115.00

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

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## Exhibit B - Rates - Subconsultant - Category 12

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: **Atkins North America, Inc.**

Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Landscape Architect I	Under supervision, performs routine assignments in landscape architecture while developing professional proficiency.	\$100.00
Sr. Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating or performing complex technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$125.00
Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating or performing a variety of technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$100.00
Sr. Operations Coordinator	Provide administrative and operations support to the manager of business operations. Act as extension of manager's authority in administrative matters.	\$135.00
Operations Coordinator	Provide administrative and operations support to the manager of a large technical operating unit. Act as extension of manager's authority in administrative matters.	\$120.00
Senior Program Assistant	Provide proficient administrative support of a complex and confidential nature. Relieve manager and staff of routine administrative matters.	\$85.00
Program Assistant	Provide proficient administrative support with minimal oversight.	\$70.00
Administrative Clerk	Under general supervision, researches and interprets contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$60.00
Senior Resident Engineer	Serves as a recognized technical specialist, directing the firm's construction services activities in a regional or specific service area.	\$190.00
Senior Project Engineer II	Provides direction in conventional and unconventional construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract. Personnel with engineering degree and/or license.	\$155.00
Senior Project Engineer I	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree and/or license.	\$130.00
Project Engineer II	Under minimal oversight, performs field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree.	\$105.00

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

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## Exhibit B - Rates - Subconsultant - Category 12

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: **Atkins North America, Inc.**

Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Project Engineer I	Under supervision, performs field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree.	\$90.00
Senior Construction Manager II	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$180.00
Senior Construction Manager I	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$165.00
Construction Manager II	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$145.00
Construction Manager I	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract.	\$125.00
Associate Construction Manager	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor.	\$110.00
Construction Management Representative II	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, twelve years related experience.	\$105.00
Construction Management Representative I	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, ten years related experience.	\$95.00
Senior Field Representative II	Under general supervision, applies strong technical skills of an experienced field representative, interpreting contract requirements to determine whether construction work is in compliance with plans, contracts, specifications and special provisions.	\$120.00
Senior Field Representative I	Under general supervision, researches and interprets contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$105.00
Field Representative II	Under general supervision, review and/or inspect work to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$90.00
Field Representative I	Under supervision or oversight, review and/or inspect work to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$75.00

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

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**Exhibit B - Rates - Subconsultant - Category 12  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Dig StudioCategory: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Sr. Principal	Project oversight, client collaboration, design direction & team leader.	\$210
Principal	Project oversight, client collaboration, design direction & team leader.	\$170
Associate Principal	Project oversight, client collaboration, design direction & team leader.	\$145
Designer IV	Day to day coordination, project collaboration, design implementation	\$125
Designer III	Day to day coordination, project collaboration, design implementation	\$115
Designer II	Day to day production & design implementation	\$105
Designer I	Day to day production & design implementation	\$ 95
Intern	Day to day production	\$ 75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billingrate: 3.0

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**Exhibit B - Rates - Subconsultant - Category 12  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: DHM Design Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	QA/QC, oversees entire team, attends meetings, main contact	\$170-\$180
Associate Principal	QA/QC, oversees team, attends meetings	\$130-\$140
Senior Associate	Works with design team, assists with specs and cost estimates	\$115-\$125
Associate	Works with design team, assists with conceptual to technical design	\$100-\$110
Senior Designer	Assists with CADD drafting and graphics	\$95-\$100
Designer	Assists with conceptual to technical design and graphic illustrations	\$90-\$100
Clerical	Assists with administrative and financial tasks	\$75-\$85

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

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

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**Exhibit B - Rates - Subconsultant - Category 12  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Pinyon Environmental, Inc.Category: #12 Wastewater Planning and Design

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

Title/	Responsibilities	Rate/Hr.
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to	\$201
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations,	\$179
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry	\$153
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 127
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data	\$110
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$94
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$76
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

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

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

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## Exhibit B - Rates - Subconsultant - Category 12

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: ERO Resources CorporationCategory: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Hourly Rate
Principal	Manages activities and advises professional-level personnel concerned with contracts for large-scale, complex projects in a variety of resources including wetlands, biology, ecology, due diligence, cultural resources and paleontological resources. May have a bachelor's degree or higher and 20+ years of experience.	\$197.36
Senior Project Biologist	Performs or conducts investigations, studies, biological assessments (BAs), biological evaluations (BEs), reports. Leads teams on medium to large scale projects. May have bachelor's degree or higher with 20+ years of experience.	\$145.15
Biologist I	Performs or conducts investigations, studies, BAs, BEs, reports. Leads small teams. May have bachelor's degree or higher with 15+ years of experience.	\$120.62
Biologist II	Performs investigations, studies, BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 10+ years of experience.	\$108.70
Staff Biologist	Performs field sampling, data collection and research under limited supervision. May have a bachelor's degree with 5+ years of experience.	\$69.95
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0-5 years of experience.	\$60.91
Senior Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules, including for the comprehensive programs and plans for development of natural spaces. Lead teams or works independently and/or has supervisory responsibilities. Works on large/complex projects. May have a bachelor's degree or higher and relevant certification with 20+ years' experience.	\$198.79
Project Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May lead small teams. May have a bachelor's degree or higher and relevant certification with 5+ years' experience.	\$134.30
Staff Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules. May have a bachelor's degree or certification and 0-5 years' experience.	\$101.00
Geoscientist I	Designs, implements, manages small to medium projects including site assessments. Monitors progress of small to medium sized projects. May lead small teams. May have a bachelor's degree or higher, relevant professional certifications, and has 15+ years' experience.	\$136.21
Geoscientist II	Monitors, conducts and completes site progress, designs, and reports. May have a bachelor's degree or higher, relevant professional certifications, and has 10+ years' experience.	\$119.32
Staff Geoscientist	Performs subsurface investigations and related work under limited supervision. May have a bachelor's degree or higher, relevant professional certifications, and has 5+ years' experience.	\$137.24
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0-5 years' experience.	\$60.91

## Exhibit B - Rates - Subconsultant - Category 12

Title/Classification	Responsibilities	Hourly Rate
GIS/Graphics Specialist	Creates/maintains databases, maps, and graphics that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative, or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Can work independently or as part of a team. Requires technical training.	\$128.61
Senior Cultural Resource Specialist	Manages large, complex archeological projects and leads teams. May have a bachelor's degree or higher and 20+ years of experience.	\$116.56
Project Cultural Resource Specialist	Uncovers archeological sites, and documents, itemizes, and studies unearthed items. Researches, categorizes, and interprets artifacts, architectural features, and types of structures recovered by excavation in order to determine age and cultural identity. Leads small teams. May have a bachelor's degree or higher and 15+ years of experience.	\$86.30
Staff Cultural Resource Specialist I	Assists with archeological projects with some supervision. May lead field teams. May have a bachelor's degree or higher and at least 10+ years of experience.	\$80.15
Staff Cultural Resource Specialist II	Assists with archeological projects under limited supervision. May have a bachelor's degree or higher and 5+ years of experience.	\$68.24
Archaeological Technician	Assists with archeological projects under supervision. May have a bachelor's degree or higher with 0-5 years of experience.	\$65.00
Word Processing/Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training.	\$104.96
Administrative Staff	Responsible for maintaining critical business operations including reconciling accounts, accounting files, invoices, and various other items pertinent to the operation of a business. May have an associate's or bachelor's degree.	\$100.69
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have an associate's or bachelor's degree.	\$64.48

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.412

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

## Exhibit B - Rates - Subconsultant - Category 12

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: SurvWest, LLC Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer	Oversight of engineering design and quality; technical design direction	\$205.00
Project Manager	Oversight of project schedule and budget, execution of scope	\$175.00
Project Engineer	Performs design and engineering calculations	\$160.00
Junior Engineer	Assist with the design and engineering calculations under the supervision of a licensed engineer	\$130.00
Engineer-In-Training	Assist with the design and engineering calculations under the supervision of a licensed engineer	\$110.00
Engineering Technician	Designing, planning and execution of projects; advanced knowledge of CAD	\$100.00
Field Coordinator	Oversight of field activities, processes and technical merit. Highest level knowledge of process, equipment, field conditions and expertise	\$150.00
Senior Designator	Oversight of designation process, directs field staff, high-level knowledge of equipment, conditions and technical expertise	\$120.00
Junior Designator	Performs designation activities, operates associated equipment	\$90.00
Senior Locator/Vac Truck	Performs test hole and locating activities, operates associated equipment	\$80.00
Junior Locator/Vac Truck	Performs test hole and locating activities, operates associated equipment	\$65.00
Senior CAD Technician	Performs drafting of technical drawings	\$100.00
Junior CAD Technician	Performs drafting of technical drawings	\$85.00
Principal Surveyor	Oversight of surveying process, directs staff and responsible for technical merit	\$156.00
Office Surveyor	Processes field survey data, oversight of office process, produces deliverables	\$145.00
Senior Field Surveyor	Performs field surveying activities	\$105.00
Junior Field Surveyor	Performs field surveying activities	\$90

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

Exhibit B - Rates - Subconsultant - Category 12

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

- Subconsultants
- Traffic Control Subcontractor
- Permit Fees
- Waste Disposal Fees
- Field Supplies

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

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

## Exhibit B - Rates - Subconsultant - Category 12

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: HCL Engineering & Surveying Category: #12 Wastewater Planning and 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	Available to review projects or answer questions	\$225.00
Survey Manager	Manage overall survey project and team	\$160.00
Senior Project Surveyor	Supervise and perform office and/or field survey activities	\$130.00
Project Surveyor	Perform office and/or field survey activities	\$110.00
Senior CAD Technician	Supervise and develop CAD drawings	\$110.00
CAD Technician	Develop CAD drawings	\$ 90.00
Party Chief	Supervise field survey activities	\$135.00
Instrument Operator	Assist the party chief in obtaining accurate measurements	\$ 30.00
Utility Locator	Use instruments to locate utilities	\$135.00
Civil Manager	Manage civil team	\$160.00
Senior Project Engineer	Management and design responsibilities	\$135.00
Design Engineer II	Higher level design capabilities	\$110.00
Design Engineer I	Entry-level design	\$100.00
Technical Writer	Responsible for writing grants and reports	\$ 90.00
Administrative	Responsible for administrative tasks and reporting	\$ 50.00
Construction Manager	Manages any construction activities	\$125.00
Construction Inspector	Inspects construction activities and reports to const. mgr	\$100.00
Structural Manager	Manages structural projects	\$160.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.86 .

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

Exhibit B - Rates - Subconsultant - Category 12

**REIMBURSABLE EXPENSES**

Sub-Consultant: HCL Engineering & Surveying

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

**Actual Costs**      N/A

<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 B - Rates - Subconsultant - Category 12  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: OV ConsultingCategory: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management, Transportation Management, Planning, Design, Strategic Outreach	\$175
Project Manager	Project Management, Transportaiton Planning, Transportation Engineering	\$160
Senior Engineer	Transportation Engineering	\$145
Engineer II	Transportation Engineering	\$130
Engineer I	Transportation Engineering	\$115
Senior Planner	Transportation Planning	\$140
Planner II	Transportation Planning	\$120
Planner I	Transportation Planning	\$110
GIS Analyst	GIS, Data review	\$90
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD Drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$35
Intern	Varying support tasks	\$30

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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



## Exhibit B - Rates - Subconsultant - Category 12

## 2020-2023 DOTI On-Call

## Triunity – Attachment 5

#12 Wastewater Planning and Design

Title/Classification	Responsibilities	Rate/Hr
Administration Support	Administration and Clerical Support	\$70.00
Executive Administration Support	Executive Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil design	\$188.00
Civil Engineer 2	Civil design	\$170.00
Civil Engineer 1	Civil design	\$145.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$165.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$140.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$110.00
Construction Manager 2	Construction Management	\$210.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$150.00
Construction Safety	Construction Field Safety	\$117.00
Document Control Specialist 2	Document Control Specialist	\$165.00
Document Control Specialist 1	Document Control Specialist	\$130.00
Document Control Support	Document Control Support	\$95.00
Drafting Lead	CAD & Drafting	\$115.00
Drafter 1	CAD & Drafting	\$95.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$250.00
Electrical Engineer 2	Electrical and Systems Engineering	\$210.00
Electrical Engineer 1	Electrical and Systems Engineering	\$175.00
Electrical Inspection Lead	Electrical Field Inspections	\$170.00
Electrical Inspection 2	Electrical Field Inspections	\$145.00
Electrical Inspection 1	Electrical Field Inspections	\$115.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$210.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$170.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$125.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$85.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$230.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$195.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$175.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$125.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$90.00
Project Manager Senior	Project Management Functions	\$290.00
Project Manager 3	Project Management Functions	\$240.00
Project Manager 2	Project Management Functions	\$200.00
Project Manager 1	Project Management Functions	\$140.00
Utility Coordinator Lead	Utility Coordination	\$185.00
Utility Coordinator 2	Utility Coordination	\$160.00
Utility Coordinator 1	Utility Coordination	\$130.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: \_\_\_N/A\_\_\_\_\_

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

(1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.



### **Exhibit B - Rates - Subconsultant - Category 12**

(2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.

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

**Exhibit B - Rates - Subconsultant - Category 12**  
**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Geocal

Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge/Project Manager	Oversees contract execution and management, client interaction, overall quality management and document control, ensures systems and processes are in-place, commits resources, negotiates and signs agreements. Provides high-level expertise and oversees specific task orders that involve technical expertise in geotechnical engineering.	\$ 210.00
Senior Project Manager	Manages geotechnical engineering projects for budget and technical content, helps author reports with design recommendations, provides technical guidance for staff, and interacts with the client for clarifications or additions to the scope of work.	\$ 180.00
Construction Manager	Construction engineer that provides plan reviews, analysis and approval of drawings, design engineering review, resident engineer, reviews plans and documents prepared by others, reviews construction schedule and pay requests.	\$ 160.00
Project Engineer	Technical position to provide analyses and report preparation for pavements, structures, programming of lab tests, interpretation of results and providing recommendations to the client on design and construction issues related to geotechnical and materials engineering. Assists with cross-hole sonic logging, other sonic echo tests, PDA results, and other technical procedures to ensure quality. Registered PE to oversee construction inspection and materials testing. Provides quality control of bridge inspection report pieces such as photographs, captions, bridge sketches, and waterway measurements, allocates resources and assists with bridge inspection trip coordination.	\$ 120.00
Staff Engineer	Evaluates site characteristics, with respect to design and construction, identifies geohazards and mitigation procedures, assists with site subsurface investigations, laboratory analyses, engineering analyses, and report preparation. Provides assistant bridge inspection including field and office services such as photographing bridge defects, updating bridge reports, sketches, and waterway measurements.	\$ 90.00
Geologist	Conducts site subsurface investigations including staking borings, permitting, arranging drilling and traffic control subcontractors, logging borings, researching site geology, sampling soils, bedrock and groundwater, and assists with report preparation. Also provides assistant bridge inspection including field and office services such as photographing bridge defects, updating bridge reports, sketches, and waterway measurements.	\$ 85.00
Operations Manager for Construction Services	Oversees construction quality services including inspections, materials testing, local agency documentation, checking resource allocation, calibration and field management.	\$ 130.00
Laboratory Manager	Oversees laboratory operations including AASHTO quality management, equipment calibration, training & records, and application of ASTM and AASHTO procedures for materials testing in the lab.	\$ 95.00
Construction Inspector	Provides onsite observations for traffic control, erosion control, material quantities, conformance with project design and specifications, and review of field test results, generally non-structural.	\$ 85.00
Senior Construction Inspector	Provides inspection of more complicated structures, batch plant inspections, pre-cast and post-tensioning inspections, masonry and grout placement, fire proofing, caisson and pile installations, mostly structural.	\$ 100.00
Materials Technician	Provides construction quality assurance testing, typically for soils, concrete, and asphalt, but could include masonry prisms, grout, mortar, or other construction materials. Works with the contractor to determine testing needs and schedule of activity.	\$ 75.00
Senior Materials Technician/Technician Supervisor	Provides review of quality assurance testing for soils, concrete, asphalt, and other materials, interfaces with client and aids in troubleshooting material issues, interprets test results for client. Schedules personnel, maintains resource allocation and assists with calibrations.	\$ 85.00

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

**GEOCAL DOES NOT CHARGE FOR REIMBURSABLE EXPENSES.**

## Exhibit B - Rates - Subconsultant - Category 12

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Shannon & WilsonCategory: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Vice President	Principal in Charge, QA/QC	\$270.00
Vice President	Senior level review	\$225.00
Senior Associate	Project Management and main contact for CCD. Task Leader for Construction Services. Develop project, cost, schedule and assign tasks, track progress, review submittals, oversee QA/IAT as necessary. Review design plans/specifications for constructability and conformance to building codes.	\$200.00
Associate	Task Leader for Environmental Services. Assign tasks, track progress, review field screening and analytical test results, review reports.	\$175.00
Sr. Professional III	Task Leader for Design Services. Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of reports. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$155.00
Sr. Professional II	Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of report. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$140.00
Sr. Professional I	Review design plans/specifications for constructability and conformance to building codes. Geotechnical engineering design and preparation of report. Pavement design. Construction observation of drilled caissons and other foundation elements.	\$125.00
Professional IV	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$110.00
Professional III	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$105.00
Professional II	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$95.00
Professional I	Geotechnical Investigations, including soil borings and visual classification of soils. Construction observation of drilled caissons, driven piles, and other foundation elements. Environmental investigations and monitoring.	\$85.00

## Exhibit B - Rates - Subconsultant - Category 12

Sr. Technician	Lead Inspector. Field inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties. QA/QC for conformance of materials, supplies, etc. to contract documents.	\$110.00
Technician IV	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$95.00
Technician III	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$85.00
Technician II	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$75.00
Technician I	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties.	\$65.00
Sr. Drafter	Drafting (CADD/GIS)	\$115.00
Drafter III/IV	Drafting (CADD/GIS)	\$105.00
Drafter I/II	Drafting (CADD/GIS)	\$85.00
Admin. III/IV	Format, print, and assemble technical reports and other deliverables.	\$85.00
Admin. I/II	Format, print, and assemble technical reports and other deliverables.	\$75.00

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

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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**Exhibit B - Rates - Subconsultant - Category 12**  
**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Lithos EngineeringCategory: #12 Wastewater Planning Design

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Consultant	Senior review, technical expertise, claims assistance	\$275
President	Senior review, technical expertise, claims assistance, business operations	\$230
Vice President	Senior review, technical expertise, project management on large-size projects, business operations	\$200
Senior Professional II	Technical expertise, project management on mid-to-large-size projects, senior review	\$195
Senior Professional I	Technical expertise, project management on mid-size projects	\$180
Professional II	Project management on small-to-mid-size projects, high-level deliverable preparation	\$165
Professional I	Project management on small-size projects, deliverable preparation	\$145
Staff Professional III	Deliverable preparation, high-level field oversight, technical calculations	\$130
Staff Professional II	Deliverable preparation, field oversight, technical calculations	\$120
Staff Professional I	Field oversight, technical calculations	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.6

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

**Exhibit B - Rates - Subconsultant - Category 12  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Shrewsberry & Associates, LLC Category: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Engineer 7	Principal-in-Charge, overall management of design team	\$224.56
Engineer 6	Project management, design manager, quality control	\$204.29
Engineer 5	Project management, design lead	\$163.51
Engineer 4	Design discipline lead	\$138.71
Engineer 3	Designer, task lead	\$114.93
Engineer 2	Designer	\$105.28
Engineer 1	Designer	\$84.19
Landscape Architect 6	Landscape architecture manager	\$176.73
Landscape Architect 5	Landscape architecture design manager	\$118.83
Landscape Architect 4	Landscape architecture lead, quality control	\$118.40
Landscape Architect 3	Landscape architecture designer	\$84.48
Landscape Architect 2	Landscape architecture designer	\$78.87
Administration 3	Administration Services	\$86.73

Multiplier, which when multiplied by the direct labor rate and profit yields the above hourly billing rate: 2.815898

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

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



**Exhibit B - Rates - Subconsultant - Category 12  
SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Clanton & AssociatesCategory: #12 Wastewater Planning and Design

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

Title/Classification	Responsibilities	Rate/Hr.
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$ 330
President	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 310
Principal	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 225
Associate	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$ 210
Senior Engineer II	Project Management, Electrical Engineering, Quality Control	\$ 205
Senior Engineer I	Project Management, Electrical Engineering, Quality Control	\$ 160
Engineer II	Lighting Design, Electrical Engineering, Project Support	\$ 145
Engineer I	Lighting Design, Electrical Engineering, Project Support	\$ 130
Senior Designer II	Project Management, Lighting Design, Quality Control	\$ 180
Senior Designer I	Project Management, Lighting Design, Quality Control	\$ 160
Designer II	Lighting Design, Project Support	\$ 140
Designer I	Lighting Design, Project Support	\$ 125
Intern	Lighting Design, Electrical Engineering, Project Support	\$ 100
Production Manager	CADD Production, Deliverables Management, QQuality Control	\$ 180
Senior CADD Technician	CADD Production	\$ 125
CADD Technician	CADD Production	\$ 95
Marketing Manager	Marketing, Proposal Development, Contract Review	\$ 90
Office Manager	Invoicing, Office Administration	\$ 90

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

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

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

## Exhibit C - Key Personnel - Categories 1, 3, 7, 12

**Attachment 3****LIST OF KEY PERSONNEL****(Consultant may copy this page or modify it to conform to the services being offered.)**

<b>PERSONNEL CLASSIFICATION</b>	<b>NAME OF INDIVIDUAL</b>
Principal	Stephen Pouliot
Group Manager	Michael Butters
Sr. Project Manager	Keely Matson
Group Manager	Tom Ritz
Project Manager III	Brett Higgins
Sr. Project Manager	Chris Tagert
Project Manager III	Eric King
Sr. Project Manager	Tom Fuentes
Project Manager II	Jennifer Carpenter
Project Manager I	Anne Kuechenmeister





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/05/2020

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Michael Baker International, Inc. 165 S. Union Blvd, Suite 1000 Lakewood CO 80228 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: American Casualty Co. of Reading PA		20427
	INSURER B: Transportation Insurance Co.		20494
	INSURER C: Continental Casualty Company		20443
	INSURER D: Allied world National Assurance Company		10690
	INSURER E: Allied world Surplus Lines Insurance Co		24319
	INSURER F:		

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570084410433      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6078988730	08/30/2020	08/30/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6078988680	08/30/2020	08/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03124809	08/30/2020	08/30/2021	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC6078988713	08/30/2020	08/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				AOS	08/30/2020	08/30/2021	E.L. EACH ACCIDENT	\$100,000
				WC6078988727			E.L. DISEASE-EA EMPLOYEE	\$500,000
				WI			E.L. DISEASE-POLICY LIMIT	\$100,000
E	E&O-PL-Primary			03124806	08/30/2020	08/30/2021	Per Claim	\$1,000,000
				Claims Made			Aggregate	\$1,000,000
				SIR applies per policy terms & conditions				

Certificate No : 570084410433

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Attn: Michael Butters, MB Project Name: City and County of Denver - Department of Transportation and Infrastructure On-Call Professional Services, MB Project/E-Bid Number: 7052485. Coverage to include claims for "Products/Completed Operations". City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to City and County of Denver in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City and County of Denver in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella

**CERTIFICATE HOLDER**

**CANCELLATION**

The City and County of Denver Attn: Isabelle Oldani - Contract Compliance Coordinator 101 W. Colfax Avenue, Suite 850 Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570084410433			
CARRIER See Certificate Number: 570084410433	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WC6078988694 CA	08/30/2020	08/30/2021		



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570084410433			
CARRIER See Certificate Number: 570084410433	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. Retroactive Date: May 1, 1940 for Professional services - June 30th, 2002 for Contracting Services.



CNA PARAMOUNT

## Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.
<b>Location And Description Of Completed Operations</b>
All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with which you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status	All locations as requested by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



### ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

#### SCHEDULE

Name of Additional Insured Persons Or Organizations
<p>Any person or organization for whom or which you are required by written contract or agreement to add as an additional insured on this policy.</p>

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



**CNA PARAMOUNT**

**Primary and Noncontributory - Other Insurance**

**Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.


**CNA PARAMOUNT**
**Waiver of Transfer of Rights of Recovery Against  
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**
**Name Of Person Or Organization:**

As required by written contract or agreement entered into prior to loss.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

Policy No: 6078988730

Page 1 of 1

Endorsement No:

**CONTINENTAL CASUALTY COMPANY**

Effective Date: 08/30/2020

Insured Name: MICHAEL BAKER INTERNATIONAL, LLC



POLICY NUMBER: 6078988680

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: MICHAEL BAKER INTERNATIONAL, LLC**

**Endorsement Effective Date: 08/30/2020**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**Workers Compensation  
Blanket Waiver of Our Right  
to Recover From Others**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date: 08/30/2020

Endorsement No: Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, PA

Endorsement Expiration Date: 08/30/2020

Policy No: WC 6078988713 Policy

Effective Date: 08/30/2020

Policy Page:

**CNA PARAMOUNT**

## Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 STOP GAP LIABILITY COVERAGE PART  
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

<b>SCHEDULE</b>	
<b>Number of days notice (other than for nonpayment of premium):</b>	30
<b>Number of days notice for nonpayment of premium:</b>	10
<b>Name of person or organization to whom notice will be sent:</b>	
<b>Address:</b>	Per schedule on file with the Company
Á	

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



### NOTICE OF CANCELLATION TO OTHERS ENDORSEMENT

This endorsement modifies the notice of cancellation of insurance provided by this policy:

In the event of cancellation of the insurance afforded by this policy, we agree to mail advance written notice to other persons or organizations subject to the following:

1. Number of days advance notice: 30 days, or as required by written contract or agreement.
2. Other person or organization: any person or organization to whom you are required by written contract or agreement to mail advance written notice of cancellation.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:**

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

**SCHEDULE**

**1. Number of days advance notice:**

For nonpayment of premium:

10

For any other reason:

30

**2. Name and Address of Person or Organization:**

Per schedule on file with the Company

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA87380XX (11-2016)

Endorsement Effective Date: 8/30/2020

Endorsement No: 1 ; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, PA

Endorsement Expiration Date:

Policy No: WC 6078988713

Policy Effective Date: 8/30/2020

Policy Page: