

ON-CALL ENGINEERING, PLANNING, DESIGN, AND RELATED CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER** (the "**City**"), a municipal corporation of the State of Colorado, and **MERRICK & COMPANY**, a Colorado corporation, with an address of 8051 East Maplewood Avenue, Suite 300, Greenwood Village, CO 80111 (the "**Design Consultant**" or "**Consultant**" and referred to herein, together with the City, as the "**Parties**" or each individually as a "**Party**").

RECITALS

1. The City, through its Department of Transportation and Infrastructure, wishes to secure professional services and related services to support the Department's Core Infrastructure and Transportation 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 Consultant's M/WBE participation commitment(s) established by the Division of Small Business Opportunity ("DSBO"), and Rates for such professional services.

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 Design Consultant with respect to the furnishing of professional design services under **Exhibit A**, attached hereto and incorporated herein, on an on-call basis and as set forth in this Agreement. The Design 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 ("**DOTI**") ("**Executive Director**") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director shall designate a DOTI Project Manager ("**Project Manager**") as the Executive Director's authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and final approval of the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director's behalf by written notice to the Design Consultant.

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

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design 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 Design 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.

1.05 Task Order. As the Executive Director determines the need and availability of funding for each Work Project, the City will issue a Task Order to the Design Consultant detailing the nature and extent of services to be provided and the timeframes for the Work Project, with a projected amount to be paid to the Design Consultant (the "**Work Project Amount**") based on the Work items contained in the scope of services in **Exhibit A**. **Exhibit B** attached to this Agreement and incorporated herein by reference contains the Rate Schedules, which the Design Consultant acknowledges and affirms that the City may rely upon in the preparation of Task Orders as provided herein. **Exhibit C** attached to this Agreement and incorporated herein by reference substantially reflects the form of the Task Order to be issued by the City. Following receipt of the issued Task Order, the Design Consultant shall, within two (2) business days and in good faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back to DOTI as to the Design Consultant's ability to initiate and complete the Work Project in the timeframes specified in the Task Order. The Design Consultant assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Order and the Work Project Amount, including any inquiries with the Project Manager as to any directions or specifications in the Task Order which are not clear. If the Design Consultant fails to contact DOTI within two (2) business days following receipt of the issued Task Order and state unequivocally that the Design Consultant is ready and willing to perform the Work Project in the manner and timeframes indicated on the Task Order, the City reserves the right to immediately withdraw the issued Task Order. Upon the Design Consultant executing the Task Order, the City shall finalize and execute the Task Order for the Work Project and return a copy of the executed Task Order to the Design Consultant. The City will not execute the Task Order unless any material changes proposed by the Design Consultant to the terms of the issued Task Order and/or additions to the Work Project Amount are deemed acceptable by the Executive Director and incorporated into the Task Order and until funding adequate to cover the entire Work Project Amount is available.

1.06 Task Order Change. If, after execution of a Task Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Task Order, along with any associated changes in the Work Project Amount, are required by the City or are requested by the Design Consultant and approved in advance by the Executive Director, a Task Order Change, in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Task Orders. The Design Consultant shall promptly and thoroughly review and respond to the proposed changes, in accordance with the same standards and procedures prescribed for Task Orders, and notify the Project Manager that the Design Consultant is ready and willing to perform the Work Project in the manner and timeframes as modified by the Task Order Change. The City will not execute the Task Order Change unless any material changes proposed by the Design Consultant to the terms of the issued Task Order and/or additions to the Work Project Amount are deemed acceptable by the Executive Director and incorporated into the Task Order Change and until funding adequate to cover the entire Work Project Amount, if modified, is available.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Design 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 Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Work Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules and regulations and executive orders of the City, the state and the federal government including the Americans with Disabilities Act (as may be amended).
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design 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 Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. The Design Consultant shall prepare and complete design documents in AutoCAD Civil 3D, unless otherwise approved by the Director. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Transportation and Infrastructure. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing by the Executive Director, the Design Consultant shall comply with DOTI Standards for the final deliverable Record Documents. Final Payment will be held until the receipt of the Record Documents.
- (h) 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 using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to

coordinate the Construction Documents into selected bid packages, as appropriate. The City will notify the Design 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).

- (i) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Executive Director and the user agency for any identified phase of a project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (j) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (k) The Design 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 Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for each assigned Task Order and further agrees, unless it has timely notified the City that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and established budget. Should the Design Consultant determine that an assigned Task Order cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "**Project Construction Cost**" shall mean the estimated cost to the City of actually constructing an assigned project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost for the project to which the Design Consultant is assigned shall be provided to the Design Consultant at the time the Design Consultant prepares its proposal for that project. Such cost shall be subject to increase or decrease at the sole option of the Executive Director.
- (c) If the City requires the Design Consultant to prepare a formal cost estimate for a particular Task Order, the Design Consultant agrees to design the project within the project's estimated Project Construction Cost. Should all responsive bids or proposals received for the project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Work Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

- (a) The Design 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 Order. Such coordination shall consist of regular progress and review meetings with the City, work sessions with DOTI, or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City upon request.

2.05 Personnel Assignments.

- (a) The Key Personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design 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 Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, hourly rates, and résumés of training and experience in work of like character and magnitude of the project being contemplated, and a conflict of interest statement (if applicable) pursuant to paragraph 2.05(h) to the Project Manager and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design 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 Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Project Manager, which approval shall not be unreasonably withheld.

- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved Key Personnel or a subconsultant is not acceptable, they shall notify the Design Consultant and give the Design Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, they may require the Design Consultant to reassign or replace such key personnel. If the Executive Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a Task Order to which they may be assigned, and the Design 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 Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Project Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete résumés, hourly rates, and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Project Manager before they are assigned to a specific Task Order.
- (k) The Project Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Project Manager receives the list of changes. If the Project Manager does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) The Design Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced personnel to support DOTI's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order proposal for the particular project assigned to the Design Consultant under this Agreement, the Design Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each project to which it is assigned and its proposal is approved.
- (b) When directed by the Executive Director to perform under this Agreement on a particular Task Order, the Design Consultant shall prepare a project-specific proposal in accordance with the provided scope or description of Work for that project. A separate project-specific proposal shall be prepared for each Task Order

for which the Design Consultant's services are required and shall set forth, at a minimum all of the following:

- (1) The maximum fee for the Design Consultant's basic services.
 - (2) The Supplemental Services budget (not to exceed 10% of the proposed fee), if any, for the Work Project.
 - (3) The budget for reimbursable expenses if applicable.
 - (4) A description of the project and requested scope of work (the "Work").
 - (5) An agreed upon schedule for the Design Consultant's performance.
 - (6) A lump sum maximum price for all of the Design Consultant's Work.
 - (7) An Itemized Hourly Estimate per the Key Personnel and Rate Schedule in **Exhibit B**, unless waived by the Executive Director.
- (c) Upon approval by the Executive Director of a Task Order proposal, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Design Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with the approved Task Order-specific proposal upon approval of the proposal.
- (e) The Design Consultant's basic services for each Task Order to which it is assigned may consist of any one or combination of the phases described below and shall include, but is not limited to planning, architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements as appropriate to each phase of each project and the services described in **Exhibit A**.
- (f) The Design Consultant shall obtain written authorization from the Project Manager before proceeding with each phase of each assigned Task Order.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned Task Order. Further, nothing in this Agreement shall be construed as guaranteeing the Design Consultant any minimum amount of Work or number of projects assigned under this Agreement.
- (h) If a Task Order which is assigned to the Design Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference is incorporated into the project-specific proposal for such project, and included in the Design Consultant's basic services responsibilities for such project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. All of the services described in this Section 2.07, unless specifically noted as omitted in the project-specific proposal or Task Order for a specific project, are included in the Design Consultant Basic Fee for each project to which the Design Consultant is assigned. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each element of the Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**. To the extent applicable to the services to be provided by the Design Consultant as specified in **Exhibit A**, the Design Consultant shall comply with the following tasks based upon the applicable design phase:

(a) Programming and Investigation Phase:

- (1) The Design Consultant shall attend such meetings as may be required for a complete understanding of each project, and the Design Consultant shall document all such meetings, meeting notices, agendas, and distribute minutes to the City upon completion.
- (2) If construction, design or document standards have been adopted by the City, the state, or the federal government for, or relevant to, the Work Project, the Design Consultant shall comply with all such standards when applicable.
- (3) The Design Consultant shall perform all additional research or investigation it deems necessary to develop a complete understanding of the project.
- (4) The Design Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on available information and as provided by the City.
- (5) The Design Consultant shall review the project requirements with the City to confirm its understanding of the project program, budget and any potential modifications or limitations.
- (6) The Design Consultant shall review and incorporate all available information provided by the City, including surveys, plats, special studies and engineering data as necessary to properly investigate and report on the project.
- (7) The Design Consultant shall 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 the project needs, schedule, and budget.
- (8) The Design Consultant shall also include as part of this phase all services necessary for successful completion of the applicable approved project-specific proposal.
- (9) Typical deliverables for the Programming and Investigation phase would include analyses, studies, surveys, reports and recommendations, as stipulated in the approved Task Order.

(b) Planning/Concept Design Phase:

- (1) The Design Consultant shall not begin work on the Planning and Design Phase until written notice to proceed with such phase is received from the Project Manager.
- (2) The Design Consultant shall, in response to the City's requirements, the budget restrictions of the project and the delivery method of design and construction approved by City, prepare 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 the City can make knowledgeable and informed decisions as to the selection of alternates and resolution of scope and budget questions.
- (3) The Design Consultant shall provide a preliminary Statement of Probable Construction Cost of the project to the City, taking into account the City's project budget and provide recommendation for alternatives to keep the project within the stated project budget.
- (4) The Design Consultant shall include as part of this phase all services necessary for successful completion of the approved project-specific proposal.
- (5) Typical deliverables for the Schematic Design (30% complete) phase would include concept plans, alternatives, sketches, renderings, model sketches, analyses, Statement of Probable Cost, and recommendations, per the City's standard submittal requirements and as stipulated in the approved Task Order.

(c) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each Task Order, the Design Consultant shall obtain written approval of its final Schematic Design documents and the Statement of Probable Cost.
- (2) The Design Consultant shall prepare Design Development documents based upon the approved Schematic Design documents and any adjustments in the program and budget authorized by the Executive Director.
- (3) The Design Development documents shall provide sufficient design graphics, data, information and supporting material to define the design solution for the project, including the shape, size and character of the project as to architectural, civil, structural, mechanical and electrical engineering, and any other project elements necessary for successful implementation of the project scope and design.
- (4) Design 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 mains 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 Design Consultant shall prepare preliminary specifications which shall include general requirements and special conditions (DOTI) standards and project specific needs.
 - (6) The Design Consultant shall provide a proposed project time schedule, including key dates and milestones.
 - (7) The Design Consultant shall prepare a Statement of Probable Construction Cost which shall be calculated by the Design Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications reflecting estimated project construction costs and taking into account construction components utilized in the project design.
 - (8) The Design Consultant shall provide all services necessary for successful completion of the approved project-specific proposal.

(d) Construction Documents Phase:

- (1) Prior to beginning the Construction Documents Phase, the Design 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 Design Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.

- (2) The Design Consultant shall prepare the Construction Documents from the approved Design Development documents and by addressing all comments received during the QA/QC review incorporation of any further changes authorized by the City and agreed to by the Design 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, for a competent construction contractor to construct 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, compliant with the City's Construction General Conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
- (4) The Design Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project, including, but not limited to, CASDP, SUDP, and Floodplain permits. The City will lend any required assistance, such as signing application(s).
- (5) Acceptance of the Construction Documents shall not relieve the Design 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 the Design 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 engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Design Consultant shall be ultimately responsible for all design work provided under this Agreement.
- (7) The Design Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Design Consultant shall provide a list of long lead items to the Project Manager.
- (9) The Design Consultant shall provide the City with a Final Opinion of Probable Construction Cost based upon the submitted Final Construction Documents for the City's consideration.

- (10) The Design Consultant shall 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 Design Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the Construction Documents. The Final Construction Documents and Opinion of Probable Construction Cost shall include such bid alternates required and agreed upon as necessary to estimate the Base Bid to be at or below the Project budget.

(e) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the Task Order, the Design 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 and shall not relieve the Design Consultant of the responsibility for design deficiencies, errors or omissions.
- (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.
- (3) During this phase, the Design Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents and bid documents for the written acceptance of the 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 Design 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; and participating in the pre-bid conference with prospective bidders;
 - (vi) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and

- (vii) Performing all services included in the applicable portions of the applicable approved project-specific proposal.
- (4) Value Engineering: The Design Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.
- (f) Construction Administration Phase:
 - (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
 - (2) The time schedule for the Design Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Design 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, punch lists, warranties, certifications, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid.
 - (3) The Design Consultant shall assist at a pre-construction conference with the Contractor and shall take and distribute to the City and the Contractor, upon request, written minutes of the pre-construction conference and of all meetings conducted.
 - (4) The Design Consultant shall take written minutes of all project meetings and shall distribute such minutes to the City for review upon request.
 - (5) The Design Consultant shall attend meetings when requested by the Project Manager. The Design 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.
 - (6) When requested by the Project Manager, the Design Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
 - (7) If, in the Design Consultant's opinion, the Contractor has fallen behind schedule, the Design Consultant shall immediately notify the City Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure 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 Design Consultant shall immediately notify the City Project Manager and recommend a course of action.
 - (8) The Design Consultant will assist the City Project Manager with interpreting the requirements of the Project Plans and Specifications. The Design

Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.

- (9) The Design Consultant shall notify the City's Project Manager of unacceptable work which, in the Design Consultant's opinion, does not conform to the Contract Documents. The Design Consultant shall review and approve all shop drawings, mock-ups, 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 Design 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 City and Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Design 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 City and Contractor within five (5) days. The Contractor shall submit to the City Project Manager and Design 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.
- (10) The Design Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Design Consultant shall submit written recommendations to the City concerning all directions and/or requests for Change Orders.
- (11) All Change Orders shall be on forms supplied by the City. The Design 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.
- (12) The City will transmit a copy of all completed change orders to the Design Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (13) The Design 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.
- (14) The Design 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 Design 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 Design 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 Design 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.

- (15) On each visit to the site, the Design Consultant shall make, and file within seven (7) days with the City, a written field observation report detailing their observations.
- (16) If the Design Consultant knows or reasonably should have known that the Contractor or any subcontractor fails to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Design Consultant, the Design Consultant shall report such failure to the City's Project Manager immediately. The Design Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.
- (17) If the Design 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 Design Consultant shall notify the City immediately.
- (18) Upon the completion of the entire work or a designated portion thereof, the Design 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.
- (19) The Design 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.
- (20) Prior to Final Inspection, the Design Consultant shall obtain the original "Marked-up As Built" drawings and a conformed copy of the Project Specifications from each Contractor. Based on these documents, the Design Consultant shall prepare, as necessary, and deliver to the Project Manager Record Drawings and a conformed copy of the Project Specifications showing all changes made during construction. Such Record Drawings shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" sets of drawings prepared by Contractor. The Record Drawings shall incorporate the Design Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Design Consultant as being Record Drawings. These drawings shall be delivered electronically in PDF and DWG formats 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 Design 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 Design Consultant's basic services fee for each project will not be paid until such Record Drawings and all Record Documents required are received.

- (21) When requested, the Design Consultant shall attend the Final Inspection with 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 Design 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.
- (22) Prior to final payment to the Contractor, the Design 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.
- (23) 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 Design 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 by the Design Consultant to the City.
- (24) The Design Consultant shall include as part of this phase all services included in the applicable portions of the applicable approved project-specific proposal and necessary for successful completion.

2.08 Surveying and Testing.

- (a) The Design 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 Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (b) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted, the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City such that any inadequacy or inconsistency can be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (c) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste

material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

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

2.09 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Consultant’s MWBE Participation Commitment(s) for this Agreement as stipulated in the Division of Small Business Opportunity’s (“DSBO”) Commitment to MWBE Participation Form(s) submitted by the Consultant is/are as follows:

CATEGORY DESCRIPTION	MWBE COMMITMENT %
Category 12 Sanitary Design	18%
Category 14 Stormwater and Open Channel	20%

- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:
 - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- (3) If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such or contract modification shall be promptly submitted to DSBO for notification purposes.
- (4) 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 are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's/subconsultant's invoice.
- (6) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

3.03 Supplemental Services. The Design Consultant shall be compensated for any additional services pre-approved in writing for any assigned Task Order, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.

3.04 Invoices. The Design Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Design Consultant's actual hours, rates, personnel, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The Design Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Design Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City, and approval by the City, payment shall be issued. Final payment to the Design Consultant, for each assigned Task Order, shall not be made until after the project is accepted, all guarantees, certificates of completion, and record drawings and reproducible copies are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Design Consultant. No deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

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 Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)**. In no event shall the maximum payment to the Design Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular Task Orders assigned to the Design Consultant under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Design Consultant for the work it performs on any assigned Task Order, at the time it accepts each proposal for a specific project. The Executive Director of DOTI, upon reasonable written request, will advise the Design Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Design Consultant on a specific project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design Consultant for a specific Task Order to exceed the amount appropriated for the Design Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Design Consultant has been advised in writing by the Executive Director of DOTI that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated for the Design Consultant's Work on a project are sufficient to cover

the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Design Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

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

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. The City shall have the sole discretion to permit the Design 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 Design 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 Design Consultant shall be liable to the City for all reasonable costs in excess of what the City would have paid the Design 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 Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design 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 Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another design consultant, if applicable. Any and all use or modification of the instruments of service which were not complete upon termination of this Agreement in the City's possession shall be used at the City's sole risk and without liability to the Design Consultant.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Contract Documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "**Documents**"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City. Any reuse of the Documents outside of the scope of work for which it was prepared, or any alteration thereof without the Consultant's review and approval, shall be at the City's sole risk and without liability to the Consultant.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

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

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

5.04 Examination of Records and Audit. Any authorized agent of the City, including the City Auditor or their representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Design Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Design 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 the Design Consultant to make disclosures in violation of state or federal privacy laws. The Design Consultant shall at all times comply with D.R.M.C. 20-276.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design 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 Design 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 Design 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 Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

5.07 Insurance.

- (a) General Conditions: The Design 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. The Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Design 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. The Design 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 Design Consultant. The Design 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: The Design Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Design Consultant certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the Design

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 and Automobile Liability, the Design Consultant and subconsultant'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, the Design Consultant's insurer shall waive subrogation rights against the City.
- (e) Subconsultants: The Design Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Design Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) Workers' Compensation/Employer's Liability Insurance: The Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) Commercial General Liability: The Design Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) Automobile Liability: The Design Consultant shall maintain Automobile Liability with minimum 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 and Omissions): The Design Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

5.08 Defense and Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless the 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 Design Consultant or the Design 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) The Design Consultant's obligation to defend and indemnify may be determined after the Design Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. The Design Consultant's duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if the Design Consultant is not named as a Defendant.

(c) The Design Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

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

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

Exhibit A	Scope of Work
Exhibit B	Key Personnel and Rates
Exhibit C	Task Order Form
Exhibit D	Task Order Change Form
Exhibit E	Certificate of Insurance

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

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

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

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

5.13. Conflict of Interest.

- (a) The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design 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.
- (b) The Design 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 Design 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 Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design 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 Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

5.14 No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design 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 Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

5.17 Proprietary or Confidential Information.

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design 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 Design Consultant

agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent professional would to protect its own proprietary or confidential data. “**Proprietary Data**” shall mean geographic materials or Geographic Information Systems (“GIS”) data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Design Consultant’s Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design 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 Design 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 Design 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 Design Consultant’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.18 Use, Possession or Sale of Alcohol or Drugs. The Design 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 Design Consultant from City facilities or participating in City operations.

5.19 Disputes. All disputes between the City and the Design 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 Executive Director.

5.20 Waiver of C.R.S. § 13-20-802, et seq. The Design Consultant specifically waives all the provisions of the Colorado Construction Defect Action Reform Act (CDARA) and Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 *et seq.*) relating to design defects in any project under this Agreement.

5.21 Compliance With Denver Wage Laws: To the extent applicable to the Design Consultant’s provision of services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and

city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

5.23 Advertising and Public Disclosure. The Design 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 Executive 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 Executive 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 Executive Director, City Council or the Auditor. Notwithstanding the foregoing, upon completion of the Project, the Design Consultant shall have the right to accurately represent its role, contractual relationship, and work performed under this Agreement in client proposals for the purpose of establishing work experience.

5.24 Legal Authority. Design 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 Design Consultant represents and warrants that he has been fully authorized by Design Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design 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 Design Consultant or the person signing the Agreement to enter into this Agreement.

5.25 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

To the City:	Executive Director of Transportation and Infrastructure 201 West Colfax Avenue Denver, Colorado 80202
--------------	---

To the Design Consultant:	Merrick & Company 8051 Maplewood Avenue, Suite 300 Greenwood Village, Colorado 80111
---------------------------	--

The addresses may be changed by the Parties by written notice.

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

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

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

DOTI-202580808-00
MERRICK & COMPANY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

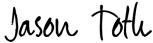
By: _____

Contract Control Number:
Contractor Name:

DOTI-202580808-00
MERRICK & COMPANY

By: _____

Signed by:


F4G45EB6789F405...

Name: _____

Jason Toth
(please print)

Title: _____

Business Unit Leader
(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

Exhibit A

Scope of Work

Category 12 - Sanitary Design

Short Description:

Design of sanitary collection system components, including lift stations.

Definition:

Work in this category is related to the design of the sanitary collection system. This may include small neighborhood scale projects, lift stations, as well as large arterial sanitary design within confined urban corridors. The work may also include providing construction support. Tasks and deliverables to support sanitary design are included. Projects that are primarily stormwater and/or open channel focused will be delivered under a separate category.

Primary Scope Elements:

- Sanitary design, including alternatives analysis
- Plan, specification, and cost estimate preparation
- Project management
- Construction support

Secondary Scope Elements:

- General requirements required in the contract
- Staff augmentation
- Structural (primarily underground) design
- By-pass pumping design
- Rehabilitation design
- Geotechnical investigations
- Ground water testing and treatment design
- Survey
- Environmental research and testing
- Utility engineering and coordination
- Railroad coordination
- Permitting

Category 14 - Stormwater and Open Channel Planning & Design

Short Description:

Plan and design of storm, waterway, open channel and water quality systems.

Definition:

Work in this category is related to the planning and design for storm, waterway, open channel, 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 stormwater planning and design are included.

Primary Scope Elements:

- Storm master planning
- Storm design, including alternatives analysis
- 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
- Permitting
- Public involvement
- Integration of Institute for Sustainable Infrastructure ENVISION Rating System credits and sustainability requirements and support project award achievement verification
- 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
- Current industry standard hydrologic and hydraulic modeling software, with InfoWorks ICM 2D a plus
- Public involvement
- May include drainage or roadway components as needed to complete the project
- Additional tasks as required

Skills and Requirements:

- Sanitary experience
- Technical writing
- Hydraulic modeling
- Current industry standard design software
- Experience with current design codes and standards, specifically in Colorado

Exhibit B

Key Personnel/Rates

**LIST OF KEY PERSONNEL
(Merrick & Company)**

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Principal-In-Charge	Jason Toth, PE, PMP, ENV SP
Project Manager II	Christi Wisleder, PE, ENV SP
Project Manager II	Gloria Lee, PE
Senior Technical Manager	Jamie Wright, PE
Senior Technical Manager	Brian Chevalier, PE, PMP
Technical Manager	Andrew Stewart, PE
Technical Manager	Eric Hein, PE
Technical Manager	Jeanne Boyle, PE
Technical Manager	Jeff Butson, PE, CFM
Technical Manager	Wade Wheatlake, PE
Assistant Technical Manager	Brian Bern, PE, PTOE
Senior Project Engineer	Clare Steninger, PE
Senior Project Engineer	Andre Wolff, PE, ENV SP
Engineer V	Rebecca Hutchinson
Senior Construction Observer	Eric Vaughan, CCM

PRIME TEAM MEMBERS

Prime: Merrick & Company

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge	Oversees program execution	\$320.00
Project Manager III	Manages schedules, budgets, and team coordination	\$275.00
Project Manager II	Manages schedules, budgets, and team coordination	\$260.00
Project Manager I	Manages schedules, budgets, and team coordination	\$245.00
Assistant Project Manager	Manages schedules, budgets, and team coordination	\$220.00
Senior Technical Manager	Oversees technical deliverables and QA/QC	\$285.00
Technical Manager	Oversees technical deliverables and QA/QC	\$270.00
Assistant Technical Manager	Oversees technical deliverables and QA/QC	\$255.00
Senior Project Engineer	Leads engineering plans, specs, and calculations	\$230.00
Project Engineer	Leads engineering plans, specs, and calculations	\$220.00
Engineer V	Performs engineering design and analysis	\$210.00
Engineer IV	Performs engineering design and analysis	\$190.00
Engineer III	Performs engineering design and analysis	\$175.00
Engineer II	Performs engineering design and analysis	\$160.00
Engineer I	Performs engineering design and analysis	\$135.00
Senior Architect	Oversees design drawings and specifications	\$225.00
Architect V	Prepares design drawings and specifications	\$210.00
Architect IV	Prepares design drawings and specifications	\$190.00
Architect III	Prepares design drawings and specifications	\$175.00
Architect II	Prepares design drawings and specifications	\$160.00
Architect I	Prepares design drawings and specifications	\$135.00

PRIME TEAM MEMBERS

Prime: Merrick & Company

Designer I	Produces CAD drawings and visual materials	\$115.00
Designer II	Produces CAD drawings and visual materials	\$135.00
Designer III	Produces CAD drawings and visual materials	\$160.00
Designer IV	Produces CAD drawings and visual materials	\$170.00
Designer V	Produces CAD drawings and visual materials	\$190.00
Senior Designer	Produces CAD drawings and visual materials	\$230.00
Construction Observer I	Inspects construction for specification compliance	\$150.00
Construction Observer II	Inspects construction for specification compliance	\$170.00
Construction Observer III	Inspects construction for specification compliance	\$190.00
Construction Observer IV	Inspects construction for specification compliance	\$210.00
Construction Observer V	Inspects construction for specification compliance	\$230.00
Senior Construction Observer	Inspects construction for specification compliance	\$255.00
Construction Practice Lead	Leads construction oversight and field coordination	\$275.00
Sr. Construction Practice Lead	Leads construction oversight and field coordination	\$305.00
Project Accountant I	Project financial tracking and invoicing	\$115.00
Project Accountant II	Project financial tracking and invoicing	\$135.00
Project Accountant III	Project financial tracking and invoicing	\$155.00
Project Accountant IV	Project financial tracking and invoicing	\$175.00
Admin I	Provides administrative and clerical support	\$115.00
Admin II	Provides administrative and clerical support	\$135.00
Admin III	Provides administrative and clerical support	\$155.00
Admin IV	Provides administrative and clerical support	\$175.00
Project Coordinator I	Coordinates project logistics and deliverables	\$140.00
Project Coordinator II	Coordinates project logistics and deliverables	\$160.00
Project Coordinator III	Coordinates project logistics and deliverables	\$180.00
Project Coordinator IV	Coordinates project logistics and deliverables	\$200.00

PRIME TEAM MEMBERS

Prime: Merrick & Company

Landscape Architect I	Prepares design drawings and specifications	\$125.00
Landscape Architect II	Prepares design drawings and specifications	\$145.00
Landscape Architect III	Prepares design drawings and specifications	\$175.00
Senior Landscape Architect	Prepares design drawings and specifications	\$225.00
Landscape Architecture Lead	Oversees design drawings and specifications	\$235.00
Funding Specialist I	Supports grants and funding applications	\$140.00
Funding Specialist II	Supports grants and funding applications	\$160.00
Funding Specialist III	Supports grants and funding applications	\$180.00
Funding Specialist IV	Supports grants and funding applications	\$200.00
Funding Services Lead	Oversees funding strategy and grant efforts	\$220.00
One-person Survey Crew	Conducts field surveys and measurements	\$175.00
Two-person Survey Crew	Conducts field surveys and measurements	\$260.00
Utilities Designation / SUE	Identifies and maps underground utilities	\$185.00
Survey Instrument/Rod Person	Assists survey crew with equipment	\$100.00
Surveyor I	Performs field surveys and data collection	\$130.00
Surveyor II	Performs field surveys and data collection	\$150.00
Surveyor III	Performs field surveys and data collection	\$170.00
Surveyor IV	Performs field surveys and data collection	\$190.00
Professional Land Surveyor	Performs field surveys and data collection	\$210.00
Sr. Professional Land Surveyor	Performs field surveys and data collection	\$250.00

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

REIMBURSABLE EXPENSES

Prime: Merrick & Company

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

Actual Costs

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Dir.of Survey/Mapping	Project Principal/Perform Survey work and ROW work	\$180
Project Surveyor	Manage Projects/day-to-day field operations & surveying	\$160
Survey Technician	Perform all types of surveying required for completion	\$130
Party Chief	Perform field work and coordination	\$120
Instrument Operator	Assist Party Chief in performing field work/coordination	\$90
Administrative	Perform administrative duties	\$95
Survey Crew (1-Man)	Perform field work and coordination	\$175
Survey Crew (2-Man)	Perform field work and coordination	\$210
Survey Manager	Manage Projects/Perform Survey work and ROW work	\$175

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction, 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: 105 West, Inc.

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

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

SUB TEAM MEMBERS

Sub: Dig Studio, Inc._____

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

Title/Classification	Responsibilities	Rate/Hr.
Principal P3	Principal	\$255
Principal P2	Principal	\$235
Principal P1	Principal	\$210
Designer VI	Designer	\$185
Designer V	Designer	\$170
Designer IV	Designer	\$155
Designer III	Designer	\$140
Designer II	Designer	\$132
Designer I	Designer	\$127
Administration	Administration	\$155

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

REIMBURSABLE EXPENSES

Sub: Dig Studio, Inc._____

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.55____/ each
Copies (8 1/2 x 14")	\$ 1.10____/ each
Red-line copies	\$ 1.65____/ S.F.
Reproducibles	\$ 16.50____/ page

SUB TEAM MEMBERS

Sub: ERO Resources Corporation_____

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

Title/Classification	Responsibilities	Rate/Hr.
Senior 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 25+ years of experience.	260.00
Project 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.	244.00
Senior Project Manager	Manages activities and professional-level personnel for large-scale, complex projects. Manages scopes and cost estimates, and manages budgets and schedules, including for comprehensive programs and plans for development. May have bachelor's degree with 15+ years of experience.	225.00
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 10+ years of experience	187.00
Biologist I	Performs or conducts investigations, studies, and drafts BAs, BEs, and reports. Leads small teams. May have bachelor's degree or higher with 10+ years of experience.	155.00
Biologist II	Performs investigations, studies, and drafts BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 7+ years of experience.	127.00
Staff Biologist	Performs field sampling, data collection and research under limited supervision. May have a bachelor's degree with 1 to 5+ years of experience.	95.00
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0 to 1 years of experience.	91.00
Natural Resource Technician	Performs field sampling and data collection under supervision. May have some college with 0-1 years of experience.	82.00
Senior Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules, including complex land and resource planning and or NEPA Projects. Leads teams or works independently and/or has supervisory responsibilities, and interacts with clients, stakeholders, technical experts, and the public. Works on large/complex projects with multiple resources and stakeholders. Has advanced degree or higher and relevant certification with 20+ years of experience.	206.00

SUB TEAM MEMBERS

Project Environmental Planner	Develops scopes and cost estimates and manages budgets and schedules. May lead projects or coordinate project teams as directed by senior level planners. May have advanced degree or higher and relevant certification with 10+ years of experience.	157.00
Staff Environmental Planner I	Assists with project work and coordination as directed by Project and senior level planners. Develops scope and cost estimates and manages budgets and schedules for smaller projects. May have supervisory responsibilities and /or interact with clients, stakeholders and the public. May have a bachelor's degree or certification and 5+ years of experience.	141.00
Staff Environmental Planner II	Assists with project work as directed by Project and senior level planners. May have a bachelor's degree or certification and 2 to 5 years of experience.	123.00
Staff Environmental Planner III	Assists with project work as directed by Project and Senior level planners. May have a bachelor's degree or certification and 0 to 3 years of experience.	94.00
Senior Geoscientist	Oversees geoscientific projects including site and hazardous waste investigations, and project management for large/complex scale projects. Manages large teams for complex projects. May have a bachelor's degree or higher, relevant professional certifications, and has 20+ years of experience.	247.00
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 of experience.	165.00
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 of experience.	161.00
Staff Geoscientist	Performs subsurface investigations and related work under limited supervision. May have a bachelor's degree or higher, relevant professional certifications, and has 3-5+ years of experience.	114.00
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0 to 3 years of experience.	95.00
Graphics Specialist	Designs, develops, analyzes, and manages data, images and graphics for technical and creative projects. Has expertise in graphic design and desktop publishing. Requires technical training and 7+ years of experience.	194.00
GIS Specialist I	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 and 7+ years of experience.	167.00

SUB TEAM MEMBERS

GIS Specialist II	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, under the direction of GIS team Lead. Requires technical training, and 3 to 5 years of experience.	127.00
GIS Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0 to 2 years of experience.	89.00
Cultural Resource Principal Investigator	Meets Secretary of the Interior (SOI) for permitting cultural resource projects. Oversees all aspects of cultural resource management.	220.00
Senior Cultural Resource Specialist	Manages large, complex cultural resource management projects and leads teams. Has an advanced degree and 10+ years of experience. Meets Secretary of the Interior (SOI) standards.	215.00
Project Cultural Resource Specialist I	Performs as a field director and project manager for medium to large cultural resource management projects. Has advanced degree 5+ years of experience. Meets Secretary of the Interior (SOI) Standards.	128.00
Project Cultural Resource Specialist II	Performs as a field director and crew chief. May supervise and manage small to medium projects. Must have a bachelor's degree or higher and 5+ years of experience. Would meet Secretary of the Interior (SOI) standards either with a graduate degree and/or equivalent experience.	127.00
Project Cultural Resource Specialist III	Performs as a crew chief. Leads small teams in the field documenting cultural resources. Must have a bachelor's degree or higher and 3 to 5 years of experience.	125.00
Staff Cultural Resource Specialist I	Performs as a crew chief and would lead a field team. Must have a bachelor's degree or higher and at least 3 to 5+ years of experience.	108.00
Staff Cultural Resource Specialist II	Performs as an assistant crew chief under direction of a crew chief. Must have a bachelor's degree or higher and 2+ years of experience.	104.00
Staff Cultural Resource Specialist III	Performs as a field archaeologist under direct supervision. Must have a bachelor's degree or higher and 6+ months of experience.	87.00
Cultural Resource Technician	Assists with archaeological projects under supervision. May have a bachelor's degree and/or archaeological field school. No experience necessary.	74.00
Architectural Historian I	Meets Secretary of the Interior (SOI) Standards for history/architectural history. Must have a graduate degree and at least 5-7+ years of experience.	152.00
Architectural Historian II	Meets Secretary of the Interior (SOI) Standards for history/architectural history. Must have a graduate degree 3 to 5+ years of experience.	100.00
Architectural Historian III	Assists with historical or architectural history projects under direct supervision. Must have a bachelor's degree or higher and 1 to 3+ years of experience.	84.00
Word Processing/ Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in	119.00

SUB TEAM MEMBERS

	conjunction with or independent from technical activities. May have a degree or technical training and experience.	
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. Has relevant experience and / or advance degree.	116.00
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have GED or Diploma.	93.00

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

REIMBURSABLE EXPENSES

Sub: ERO Resources Corporation

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

Actual Costs

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

SUB TEAM MEMBERS

Sub: GEI Consultants, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Consultant – 8	Review deliverables for risk and quality.	\$304
Senior Professional – 6	Review deliverables for risk and quality. Manage large projects.	\$233
Senior Professional – 6	Manage small to medium projects & tasks. Ensure engineering consistency in documents.	\$233
Senior Professional – 5	Manage small to medium projects & tasks. Ensure engineering consistency in documents.	\$187
Project Professional – 4	Perform engineering calculations and primary authorship of major deliverables. Review engineering documents and assignments.	\$152
Project Professional – 4	Review and author geologic and geotechnical reporting.	\$152
Project Professional – 3	Perform field investigations or inspections. Conduct smaller engineering tasks such as calculations, drafting, or sub-sections to a larger deliverable.	\$132
Project Professional – 2	Perform field investigations or inspections. Conduct smaller engineering tasks such as calculations, drafting, or sub-sections to a larger deliverable.	\$124
Administrative	Assist with administrative tasks such as sample drop off, invoicing, or health & safety.	\$109

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

REIMBURSABLE EXPENSES

Sub: GEI Consultants, Inc.

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

Actual Costs

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Geocal

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.	\$ 250.00
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.	\$ 200.00
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.	\$ 167.00
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.	\$ 140.00
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.	\$ 120.00
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.	\$ 120.00
Operations Manager for Construction Services	Oversees construction quality services including inspections, materials testing, local agency documentation, checking resource allocation, calibration and field management.	\$ 135.00
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.	\$ 100.00
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.	\$ 100.00
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.	\$ 120.00
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.	\$ 90.00
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.	\$ 100.00

REIMBURSABLE EXPENSES

Sub: Geocal

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

Actual Costs

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

SUB TEAM MEMBERS

Firm Name: H.C. Peck & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; property analysis/cost estimates; acquisition of property rights; business and residential relocations	265
Sr. Project Manager	Day to day project management; acquisition, relocation	185
Project Manager	Day to day project management; acquisition; relocation	162
Sr. ROW Agent	Acquisition; relocation	151
ROW Agent III	Acquisition; relocation	139
ROW Agent II	Acquisition; acquisition support; relocation	128
ROW Agent I	Acquisition support; relocation	116
Admin/Support Staff	Acquisition and relocation support	110
Title Staff	Title research; title commitments	180

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

REIMBURSABLE EXPENSES

Sub-Consultant: H.C. Peck & Associates, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11”) (Courthouse)	\$0.25/ each
Copies (8 1/2 x 14”) (Courthouse)	\$0.25/ each
SKLD document copies	\$6.00/each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERS

Subconsultant Name: LS Gallegos and Associates Inc.

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

Title/Classification	Responsibilities	Rate/hour
Program Manager 1	Project Management	\$ 185.00
Program Manager 2	Project Management	\$ 235.00
Sr. Project Engineer/Program Manager 3	Project Management	\$ 285.00
Principal Sr. Program Manager 4	Project Management	\$ 325.00
Sr. Scheduler	Scheduling Support	\$ 245.00
Cost Estimator	Estimating Support	\$ 175.00
Sr. Cost Estimator	Estimating Support	\$ 275.00
Document Controller	Project Controls	\$ 135.00
Document Control Manager II	Project Controls	\$ 165.00
Project Controls Manager	Project Controls	\$ 195.00
Sr. Project Controls Manger	Project Controls	\$ 245.00
Lead Project Manager - PM/CM	Project Management	\$ 325.00
Quality/Risk/Procurement Manager	Project Support	\$ 300.00
Inspector	Construction Observation	\$ 155.00
Sr. Inspector	Construction Observation	\$ 175.00
Construction Manager	Project Management	\$ 175.00
Sr. Construction Manager	Project Management	\$ 225.00
Sr. Bridge Engineer	Project Management	\$ 285.00
Bridge Engineer/Inspector	Project Management	\$ 120.00
ORAT Manager	Project Management	\$ 225.00
Contract Administrator Supervisor	Administration	\$ 175.00
Contract Administrator	Administration	\$ 145.00
Administrative Assistant	Administration	\$ 130.00

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

REIMBURSABLE EXPENSES

Subconsultant Name: LS Gallegos and Associates Inc.

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

Actual Costs	
Item	Charge Rate
Copies (8.5 x 11")	\$ <u>0.50</u> / each
Copies (8.5 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

SUB TEAM MEMBERS

Sub: PK Electrical, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal/Engineer of Record	Oversees the entire project, manages clients, provides QA/QC reviews	\$270.00
Engineering Manager	Engineer in charge of design, standards, requirements, project management staff, and attends client meetings.	\$250.00
Senior Project Engineer	Engineer responsible for technical aspects of project, code reviews, oversees junior engineers and designers.	\$225.00
Senior Project Manager	Assists Project Engineer, manages staff, resources, schedule, budget	\$220.00
Electrical/Technology Designer 3	Designs low voltage systems, lighting and power systems, edits specifications	\$210.00
Electrical/Technology Designer 2	Designs low voltage systems, lighting and power systems, edits specifications	\$190.00
Electrical/Technology Designer 1	Designs low voltage systems, lighting and power systems, edits specifications	\$170.00
Fire Alarm Engineer/Designer	Design of fire alarm, mass notification, v-evac systems, and specifications	\$230.00
Technology Manager	Manages designers and designs for low voltage systems (DATA/voice, A/V, security, CCTV, infrastructure systems)	\$240.00
Production/BIM Manager	Manages production department and staff, assigns work, maintains drafting standards and drafting software	\$160.00
Production/Drafter 3	MicroStation, BIM, CAD drafting and production	\$130.00
Production/Drafter 2	MicroStation, BIM, CAD drafting and production	\$125.00
Production/Drafter 1	MicroStation, BIM, CAD drafting and production	\$120.00
Accounting Manager	Finance accounts manager/bookkeeping	\$140.00
Clerical/Administration	Filing, document control, spec editing, general tasks	\$115.00

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

REIMBURSABLE EXPENSES

Sub: PK Electrical, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.06</u> / each
Copies (8 1/2 x 14")	\$ <u>0.30</u> / each
Red-line copies	\$ <u>0.75</u> / S.F.
Reproducibles	\$ <u>2.25</u> / page

SUB TEAM MEMBERS

Sub: San Engineering, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Mgr.	Design / Management	\$250
Structural Engineering Mgr.	Design / Management	\$250
Group Manager	Design / Management / Coordination	\$210
Sr. Project Engineer	Design / Coordination	\$195
Staff Engineer	Design / Production	\$185
Sr. CAD/BIM Drafter	Drafting / Design / Production	\$165.00
Drafter	Drafting	\$140.00

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

REIMBURSABLE EXPENSES

Sub: San Engineering, LLC

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8.5 x 11”)	\$0.15/each
Copies (8.5 x 14”)	\$0.25/each
Red-line copies	\$3.00/ S.F.
Reproducible Materials	\$25.00/page

SUB TEAM MEMBERS

Sub: Stolfus & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal/President	Directs all aspects of firm operations. Strategic Advisor to projects. P.E. Licensed with over 30 years of experience.	\$300.00
Vice President	P.E. Licensed Engineer with over 20 years of experience. Responsible for project compliance and QA/QC. Strategic advisor to projects.	\$280.00
Professional Engineer 5	P.E. Licensed Sr. Project Manager, technical expert with over 15 years of experience. Responsible for technical performance and project management.	\$260.00
Professional Engineer 4	P.E. Licensed Project Engineer/Subject Matter Expert for design with responsibility for technical performance.	\$250.00
Professional Engineer 3	P.E. Licensed Project Engineer/Manager with over 10 years of experience. Responsible for technical performance and project management by assignment.	\$240.00
Professional Engineer 2	P.E. Licensed Project Engineer with over 7 years of Experience. Responsible for technical performance.	\$220.00
Professional Engineer 1	P.E. Licensed Project Engineer with over 5 years of Experience. Responsible for technical assignments.	\$200.00
Engineering Intern 3	Experienced E.I. responsible for executing technical and project management assignments.	\$170.00
Engineering Intern 2	E.I. with over 2 years of experience responsible for executing technical assignments.	\$165.00
Engineering Intern 1	E.I. or recent university graduate responsible for executing technical assignments.	\$160.00
Engineering Student Intern	Responsible for executing technical project assignments.	\$95.00
Transportation Data Analyst 2	Experienced data analyst. Responsible for conducting data analysis, evaluation, and modelling for elements of a transportation project.	\$165.00
Transportation Data Analyst 1	Recent university graduate. Responsible for conducting data analysis for elements of a transportation project.	\$160.00
Community Engagement Director	Responsible for all aspects of Community Engagement and Communications Plans.	\$230.00
Community Engagement Manager	Responsible for executing technical and project management of Community Engagement assignments.	\$180.00
Community Engagement Specialist	Responsible for technical execution of Community Engagement and Communications assignments.	\$140.00
Graphics Specialist	Responsible for development, design and production of project graphics.	\$125.00
Office Manager	Responsible for administrative aspect of support work.	\$130.00
Senior Staff Accountant	Responsible for project financial reporting/compliance, monthly contract billing, and billing questions.	\$140.00
Administrative Assistant	Performs routine clerical/office support work.	\$100.00

REIMBURSABLE EXPENSES

Sub: Stolfus & Associates, Inc.

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.50</u> / each
Copies (8 1/2 x 14")	\$ <u>0.50</u> / each
Copies (11 x 17")	\$ <u>0.50</u> / each
Red-line copies	\$ <u>0.50</u> / each
Reproducibles	\$ <u>1.00</u> / page
Outside Reproduction	actual cost
Room/Venue Rental	actual cost

SUB TEAM MEMBERS

Sub: SurvWest, LLC. _____

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

Title/Classification	Responsibilities	Rate/Hr.
Survey Division Manager	Oversight of Survey Division company wide	\$302.40
Survey Director	Oversight of surveying, technical direction	\$266.56
SUE Division Manager	Oversight of SUE Division company wide	\$302.40
SUE Engineering Director	Oversight of engineering design and quality, technical design direction	\$266.56
Project Manager IV	Oversight of project schedule and budget, execution of scope	\$252.00
Project Manager III	Oversight of project schedule and budget, execution of scope	\$240.80
Project Manager II	Oversight of project schedule and budget, execution of scope	\$224.00
Project Manager I	Oversight of project schedule and budget, execution of scope	\$207.20
EIT III	Assist with the design & engineering calculations under the supervision of a licensed engineer	\$188.16
EIT II	Assist with the design & engineering calculations under the supervision of a licensed engineer	\$179.20
EIT I	Assist with the design & engineering calculations under the supervision of a licensed engineer	\$168.00
Surveyor II	Assist with the survey calculations under the supervision of a licensed surveyor	\$188.16
Surveyor I	Assist with the survey calculations under the supervision of a licensed surveyor	\$176.96
Senior CAD Technician	Performs drafting and technical drawings	\$173.60
CAD Technician IV	Performs drafting and technical drawings	\$151.20
CAD Technician III	Performs drafting and technical drawings	\$140.00
CAD Technician II	Performs drafting and technical drawings	\$132.16
CAD Technician I	Performs drafting and technical drawings	117.60
Senior Field Surveyor	Performs field surveying activities	\$140.00
Junior Field Surveyor	Performs field surveying activities	\$106.40
Field Coordinator	Oversight of designation process, directs field staff, high level knowledge of equipment, conditions and technical expertise	\$173.60

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

SUB TEAM MEMBERS

SurvWest, LLC continued

Title/Classification	Responsibilities	Rate/Hr.
Senior Designator	Oversight of designation process, directs fied staff, high level knowledge of equipment, conditions and technical expertise	\$147.84
Junior Designator	Performs designation activities, operates associated equipment	\$125.44
Senior Vac Technician	Performs test hole and locating activies, operates associated equipment	\$112.00
Junior Vac Technician	Performs test hole and locating activies, operates associated equipment	\$100.80
Senior Utility Coordinator	Performs utility coordination tasks	\$203.84
Utility Coordinator	Performs utility coordination tasks	\$184.80
Administrative	Performs administrative tasks	\$109.76

REIMBURSABLE EXPENSES

Sub: SurvWest, LLC._____

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

Actual Costs

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

Exhibit C

Task Order Form



On-Call Professional Services Task Order

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

Upon this task order being signed by the approving parties, the following described task order shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order, as described below and within the attached signed proposal, in accordance with the requirements for similar work covered by the Contract:

ADD BRIEF SCOPE HERE

<u>TASK ORDER 0 SUMMARY</u> This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No <u>MASTER ON-CALL CATEGORY SUMMARY</u> TASK ORDER TYPE: _____ TASK ORDER CATEGORY (if applicable): N/A On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment: <table border="0" style="width: 100%;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td>Maximum On-Call Category Capacity:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Remaining On-Call Category Capacity:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <i>(for category-based contracts)</i> <table border="0" style="width: 100%;"> <tr> <td>Maximum On-Call Contract Capacity:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Remaining On-Call Contract Capacity:</td> <td style="text-align: right;">\$</td> </tr> </table>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	Total of All Task Orders & Changes Issued:	\$ 0.00	Maximum On-Call Category Capacity:	\$0.00	Remaining On-Call Category Capacity:	\$ 0.00	Maximum On-Call Contract Capacity:	\$	Remaining On-Call Contract Capacity:	\$	<table border="0" style="width: 100%;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Deputy City Engineer</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Director (PDA)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Using Agency(s) – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Group Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by Project Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Approved by On-Call Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																												
Total Task Additions/Deductions (all changes):																													
This Task Order:	<u>0</u>																												
Total of All Task Orders & Changes Issued:	\$ 0.00																												
Maximum On-Call Category Capacity:	\$0.00																												
Remaining On-Call Category Capacity:	\$ 0.00																												
Maximum On-Call Contract Capacity:	\$																												
Remaining On-Call Contract Capacity:	\$																												
Approved by Deputy City Engineer	Date																												
Approved by Director (PDA)	Date																												
Approved by Using Agency(s) – If Applicable	Date																												
Approved by Group Manager	Date																												
Approved by Project Manager	Date																												
Approved by On-Call Manager	Date																												

NOTE: No person shall authorize or perform any of the above work until the task order has all signatures and an NTP has been issued.

Distribution: dsbo@denvergov.org, project manager name, contract manager name

Exhibit D

Task Order Change Form



On-Call Professional Services Task Order Change Request

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

It is mutually agreed that when this task order change has been signed by the approving parties, the following described changes shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order change, as described below and within the attached signed proposal change, in accordance with the requirements for similar work covered by the Contract:

Add Scope

<u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u> Original Task Order: \$0.00 Original Task Order Duration: Calendar Days Original Task Order Completion Date: Scope Includes M/W/S/D/EBE Participation: No Previous Task Order Additions/Deductions: \$0.00 This Task Order Change (+/-): New Task Order Total (Do Not Exceed): \$ 0.00 Adjust the Task Order Completion By: Calendar Days New Task Order Completion Date: TASK ORDER CATEGORY (if applicable): Category Task Order Amount: Remaining Category Task Order Amount: MWBE On-Call Participation Commitment: <u>MASTER ON-CALL CONTRACT SUMMARY</u> On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment: 0 Total of All Task Orders Issued: Total Task Additions/Deductions (All Changes): This Task Order Change: \$ 0.00 Total of All Task Orders and Changes Issued: \$ 0.00 Maximum On-Call Contract Capacity: Remaining On-Call Contract Capacity: \$ 0.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Deputy City Engineer</td> <td style="width: 150px; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Director (PDA)</td> <td style="width: 150px; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 150px; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Group Manager</td> <td style="width: 150px; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by Project Manager</td> <td style="width: 150px; vertical-align: bottom; padding: 5px;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom; padding: 5px;">Approved by On-Call Manager</td> <td style="width: 150px; vertical-align: bottom; padding: 5px;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Director (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by On-Call Manager	Date												

NOTE: No person shall authorize or perform any of the above task changes until this task order change form has all signatures.

Distribution: dsbo@denvergov.org, project manager name@denvergov.org, on-call contract manager name@denvergov.org

Exhibit E

ACORD Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY)

8/28/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B : Allied World Surplus Lines Insurance Company</td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER C : Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Allied World Surplus Lines Insurance Company	24319	INSURER C : Transportation Insurance Company	20494	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Continental Insurance Company	35289														
INSURER B : Allied World Surplus Lines Insurance Company	24319														
INSURER C : Transportation Insurance Company	20494														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1491353 MERRICK & COMPANY 8051 E. MAPLEWOOD AVE, SUITE 300, GREENWOOD VILLAGE, CO 80111															

COVERAGES **CERTIFICATE NUMBER:** 22336697 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	8018509749	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	8018509735	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX COMP/COLL DED \$ 1,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	8018509752	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	0312-7589	3/1/2025	3/1/2026	\$1,000,000 PER CLAIM & \$1,000,000 ANNUAL AGGREGATE

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

CITY OF DENVER, DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER
CANCELLATION See Attachments

22336697

 CITY OF DENVER, DEPARTMENT OF
 TRANSPORTATION & INFRASTRUCTURE
 201 WEST COLFAX AVENUE
 DEPT 1110
 DENVER, CO 80202

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

© 1988-2015 ACORD CORPORATION. All rights reserved.