

ON-CALL PROFESSIONAL SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER
and
HNTB CORPORATION

Contract Number: 202475327

[Waterway Resiliency Program Staff Augmentation and Owner Advisor Services]

THIS AGREEMENT (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a home rule and municipal corporation of the State of Colorado, and **HNTB CORPORATION**, a Delaware corporation (the “Consultant”), with a principal place of business at 950 Seventeenth Street, Suite 2000, Denver, CO 80202.

RECITALS

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), desires to secure certain readily available planning, design, and other professional services to support the City’s Water Resiliency Program (as more particularly described in the RFQ, as hereinafter defined) on an “as needed” and “on-call” basis (the “Program”). The area to be influenced by the Program is depicted in a general way on **Attachment 1** attached hereto (the “Program Site”).

2. The Consultant represents that it has the present capacity, experience, and qualifications to provide program management services including strategic planning, program management, environmental and permitting support, program and project controls, construction management, risk management and control, project partner coordination, procurement, and management, project coordination, technical support and community engagement for the Program as more particularly described herein.

3. In response to the City’s Request for Qualifications, dated September 21, 2023 (the “RFQ”) the Consultant submitted a Qualifications Statement for such services to the City and was selected as the most qualified submitter. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**.

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

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City hereby engages the Consultant with respect to the performance and delivery of the Work and professional services set forth and defined in **Exhibit A** attached hereto on an on-call basis, as set forth in this Agreement (the “Services” or the “Scope of Services”). The Consultant accepts such engagement upon, subject to, and in accordance with the terms, conditions, and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City’s Executive Director of the DOTI (“Executive Director”) is the City’s representative responsible for authorizing and approving the Work performed under this Agreement. The Executive Director will designate a program manager (referred to herein as the “Program 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 finally approving the Work performed by the Consultant under this Agreement. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director’s behalf as the “Program Manager” hereunder by written notice to the Consultant.

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

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

SECTION 2 – CONSULTANT’S SERVICES

2.01 General. The Consultant shall provide professional Services as assigned by the City from time-to-time by written task order, on an as-needed basis, in accordance with the terms and conditions of this Agreement (a “Task Order”). The Consultant’s Services shall consist of all Services described in this Agreement and in **Exhibit A**. Tasks may be added or removed at the written direction of the Program Manager.

2.02 Professional Responsibility and Task Requirements.

- (a) All Work performed by the Consultant shall be performed in accordance with the standards of care, skill, training, diligence, and judgment provided by competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and shall comply with all applicable laws, statues, codes, ordinances, rules and regulations, of the City, state and federal government as well as any applicable industry standards.
- (c) All professional Services or deliverables provided under this Agreement shall be adequate and sufficient for the requirements of each project or task as reflected in the applicable Task Order.
- (d) The Consultant shall prepare all documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant’s responsibility to contact the reviewing agencies to determine the acceptable format for the final

documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (e) The reports, studies, and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Executive Director and the user agency for any identified phase of a task, must represent a thorough study and competent solution for the task as per usual and customary professional standards and shall reflect all skills applicable to the assigned task.
- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (g) The Consultant shall take direction only from the Program Manager.
- (h) The Consultant shall provide all professional Services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget. Each task proposal will include a maximum fee. The Consultant agrees to complete the task within the limits of the approved Task Order.

2.04 Coordination and Cooperation.

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay; provided that the Consultant shall not be responsible for any delays caused by the City or the City's agents.
- (b) Coordination with the City and other involved agencies shall be a continuing Work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City Program Manager, or as otherwise directed by the City. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments.

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

- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such Services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such Services maximize the quality of Work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Executive Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Executive Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Executive Director shall notify the Consultant and give the Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, the Executive Director may require the Consultant to reassign or replace such key personnel. If the Executive Director notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to propose replacements for such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, and the Consultant shall make written inquiry of all subconsultants and subcontractors 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 a particular subconsultant.
- (i) Actions taken by the City under this Section 2.05 shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions that fail to meet the standards of care and performance set forth in this Agreement.
- (j) The Consultant shall submit to the Executive Director a list of any additional key professional personnel who will perform Work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Executive Director before they are assigned to a specific task.
- (k) The Executive Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services.

- (a) The Consultant shall, under the general direction of and at the written request of the Program Manager, furnish the Services as set forth in this Agreement. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the Services and duties set forth in this Agreement in regard to each task to which it is assigned, and its proposal is approved.
- (b) When directed by the Program Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's Services are required and shall set forth, at a minimum all the following:
 - 1. The maximum fee for the Consultant's proposed Services.
 - 2. Itemized fee breakdown.
 - 3. The additional services budget, if any, for the task.
 - 4. Any reimbursable expenses approved pursuant to Section 3.02.
 - 5. A detailed description of the task and Scope of Work (the "Work").
 - 6. A list of deliverables for the task.
 - 7. An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Program Manager of a Task Order, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed ("NTP"), the Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with an approved Task Order. As Work on any approved Task Order progresses, Consultant may propose modifications or changes to the Task Order to address information or circumstances encountered during the Work (a "Proposed Change Order" or "PCO"). Consultant shall advise and consult with the Program Manager and provide any data or information needed to by the City to evaluate the PCO. The City shall have right, in the City's sole discretion, to approve or reject any PCO, in whole or in part. If any changes to a Task Order are approved by the City in connection with the PCO evaluation process described above, the Parties shall execute a written change or amendment to the approved Task Order reflecting the final approved terms (a "Task Order Change"). If no changes to a Task Order are approved in writing by the Parties in connection with the PCO evaluation process described above, no Task Order Change will be executed and the original Task Order shall continue in full force and effect, without modification.
- (e) The Consultant's basic Services for each task to which it is assigned may consist of any of the Services described in **Exhibit A** or similar professional Services related to the Program and the Work described in this Agreement.
- (f) An NTP may pertain to all or portions of each Task Order. The Consultant shall obtain an NTP from the City before proceeding with any Task Order.

- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any Work beyond Work authorized by an executed NTP. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of any approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City.

3.03 Additional Services. The Consultant will be compensated for additional services the City pre-approves in writing in a Task Order, subject to the terms and conditions set forth herein and the additional services budget limits set forth in a Task Order.

3.04 Invoices. The Consultant shall invoice and be paid monthly for the Work performed on each assigned Task Order. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for Services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed in the same manner as this Agreement. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed in the same manner as this Agreement. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Program Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order Work is performed and all deliverables are delivered. Payments will be made in accordance with the City's prompt payment ordinance.

3.05 Maximum Contract Amount; Funding. It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **SIX MILLION AND NO/100 Dollars (\$6,000,000.00)**. In no event shall the maximum payment to the Consultant, for all Work and Services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

- (a) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the Work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all Work by the Consultant on an assigned Task Order.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional Work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on the Effective Date (as hereinafter defined), and shall expire on October 31, 2027, unless sooner terminated or extended by written amendment. The Consultant shall complete any Work authorized by Task Order before the expiration of this Agreement and the term will extend until the Work is completed or earlier terminated by the Executive Director. Notwithstanding the foregoing, the City, at its sole option may renew this Agreement for up to two (2) additional one (1) year terms by written amendatory agreement executed in the same manner as this Agreement.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the Services contemplated under this Agreement beyond the time when its Services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Consultant's Services become unsatisfactory. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause

without waiving the City's right to terminate the Agreement.

- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over Work to be done under this Agreement and prosecute the Work to the completion by contract or otherwise, and the Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's Services are terminated, postponed or revised (“revised” or “revision” as used herein meaning no additional Work to be performed for such task(s) or portions thereof), or if the Consultant shall be discharged before all the Work and Services contemplated have been completed, or if the Program is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of Work or Services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All documents relating to the administration of Work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited and other documents referred to herein and assisting the City during a transition to another Consultant, if applicable.

SECTION 5 - GENERAL PROVISIONS

5.01 City’s Responsibilities.

- (a) The City shall provide information regarding its requirements for each assigned task. However, the City does not guarantee the accuracy or completeness of any such information and assumes no liability therefore. The Consultant shall notify the City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate.
- (b) If the City observes or otherwise becomes aware of any unsatisfactory or non-conforming Services, it will notify the Consultant. Consultant will diligently correct deficiencies and resubmit impacted deliverables.

5.02 Compliance With Federal Requirements. Consultant understands that the City intends to utilize (or seek reimbursement from) federal funding sources, including, without limitation, funds that may be provided by a grant or similar commitment from the United States Army Corps of Engineers (“USACE”) and potentially other federal funding sources (collectively, the “Federal Funding Sources”). Upon completion of the 2014-2018 Integrated Feasibility Report and Environmental Impact Statement (the “FEIS”) and 2019 Record of Decision (“ROD”), the Program was federally authorized under Section 401(4) of the Water Resource Development Act (“WRDA”). The Bipartisan Infrastructure Law (“BIL”) appropriated federal funds for the Program in March of 2022. In May of 2023, the City and USACE

entered into a project partnership agreement utilizing WRDA 1986 Section 204(d) legislative authority as part of the USACE Civil Works alternative delivery pilot program (“Section 204(d) Agreement”). Consultant understands and agrees that the Program and all Services to be provided by the Consultant will be subject to, and must remain in full compliance with, the terms and requirements of the Section 204(d) Agreement, the FEIS, the ROD, BIL, WRDA, and all applicable laws, rules, regulations, terms, and requirements of USACE and any other Federal Funding Sources. Consultant shall, to the maximum extent feasible, provide all Services so that they are eligible for reimbursement from the Federal Funding Sources and in full compliance with all applicable federal requirements. If a task which is assigned to the Consultant under this Agreement is funded in whole or part by any Federal Funding Source, each of the applicable terms set forth in the Section 204(d) Agreement or any other grant or funding arrangement for such funds shall be, and by this reference are incorporated into the Task Order for such task and included in the Consultant's basic Services responsibilities for such task. The Executive Director (and, by delegation, the Program Manager) is hereby expressly authorized to incorporate such terms, conditions, and requirements into any Task Orders issued hereunder, or to execute an amendment to this Agreement to incorporate such terms and requirements. All Federal Funding Source mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of any applicable Federal Funding Source terms and conditions. The incorporation of Federal Funding Source terms may have unlimited flow down to any third party contract as applicable.

5.03 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all documents, and all data used in the development of the same, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.

- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the Work and Services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the Services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City Manager, upon termination or expiration of this Agreement.
- (f) City acknowledges and agrees that in the performance of the Work, Consultant may utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed itself or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology"). Subject to the terms and conditions of this Agreement, Consultant hereby grants to City a non-exclusive, non-transferable, royalty-free license to utilize the Pre-Existing Technology for the purpose of the City's Program. City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Technology; (ii) use the Pre-Existing Technology for any other purpose, other than the City Program; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Technology; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Technology by itself or as incorporated into software or hardware; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Technology. Any additional use of the Pre-Existing Technology shall require a separate written license agreement.

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

5.05 Examination Of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final

payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with Denver Revised Municipal Code 20-276.

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

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

5.08 Insurance.

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

do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence Services or Work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required) Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) Commercial General Liability. Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned,

hired and non-owned vehicles used in performing Services under this Agreement.

- (i) Professional Liability (Errors & Omissions). Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force for the term of the contract and for three (3) years thereafter or a tail policy shall be placed.

5.09 Defense and Indemnification.

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

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

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

- Attachment 1 Program Site
- Exhibit A Consultant’s Scope of Work
- Exhibit B Consultant’s Rates
- Exhibit C Consultant’s Key Personnel

Exhibit D ACORD Insurance Certificate

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

Sections 1 through 5
Attachment 1
Exhibits A through D

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

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

5.13 Conflict of Interest.

- (a) No employee of the City shall have any personal or beneficial interest in the Services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, DRMC §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant or subconsultant(s) by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (c) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment.

- (d) As a result of the services Consultant will provide, Consultant will have access to non-public information regarding contemplated or actual City projects. Access to non-public information may result in Consultant having an actual and/or perceived unfair advantage in procurements to select firms to provide design or construction management services. In addition, serving in a program or project management role and a design or construction management role on the same project may result in an organizational conflict of interest. The City reserves the right to determine that a conflict exists.
- (e) Under no circumstances shall the Consultant in its role providing program management Services, oversee or approve its own Work or the Work of its subconsultants or subcontractors under an agreement to provide owner's representative Services.

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

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

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

5.17 Proprietary or Confidential Information.

- (a) Consultant acknowledges and accepts that, in performance of all Work under the terms of this Agreement, Consultant will have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information would be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or other non-public data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data.
- (b) Consultant acknowledges that as a result of the Services it provides pursuant to this Agreement it will have access to non-public information that, if disclosed, would give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information without the City's written permission. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants. Consultant is responsible for monitoring subconsultant and subcontractor compliance with these requirements.

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

5.19 Compliance with all Laws. All Services provided pursuant to this Agreement shall be performed in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver and any grant providing funding for this Agreement.

5.20 Debarment and Suspension (Executive Orders 12549 and 12689). Consultant confirms neither they, nor their subcontractors or subconsultants, are parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.21 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Consultant certifies that it has not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant and their subcontractors/subconsultants must disclose to the City any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

5.22 Disadvantaged Business Enterprise (DBE) Requirements.

- (a) 49 C.F.R. Part 26 or 40 C.F.R. Part 30 (“DBE Requirements”) apply to this Agreement (or “Contract”). Consultant, its sub-consultants (or “subcontractors”) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable DBE Requirements in the award and administration of federally assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate as, which may include, but is not limited to:
 - 1. Withholding monthly progress payments;
 - 2. Assessing sanctions;
 - 3. Liquidated damages; and/or
 - 4. Disqualifying the Consultant from future bidding as not responsible.

Consequently, Consultant must fully comply with the DBE Requirements in bidding and performing hereunder.

- (b) The DBE Requirements provide for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such,

each proposer must comply with the terms and conditions of the DBE Requirements in submitting its proposal and, if awarded the Agreement, in performing all Work thereunder. A proposer’s failure to comply with the DBE Requirements, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a proposal non-responsive and may constitute cause for rejection.

- (c) In accordance with the DBE Requirements, the Consultant is committed to, at a minimum, meet the participation **goals assigned on a Task Order by Task Order basis**, as established for this Program utilizing properly certified DBE Firms.
- (d) In addition to DBE requirements, Consultant shall develop, receive approval from the City, and comply with a DBE Equity, Diversity and Inclusiveness Plan (“DBE EDI Plan”) as provided in the Request for Qualifications.. Thereafter, the Contractor/Consultant is required to prepare and submit to the DSBO an updated DBE EDI Plan on an annual basis throughout the Agreement duration without further amendment to this Agreement.
- (e) The Consultant(s) are required to report participation in the Small Business Certification and Contract Management System also known as B2GNow. B2GNow is the compliance monitoring system DSBO utilizes to implement these payment monitoring requirements. As the prime Consultant, you are required to confirm payments received from the City and County of Denver monthly. B2G Now will send out monthly reminders via email to notify that payment confirmation and participation activity is required. This monthly requirement is known as an “audit” in B2GNow and will be referred to as such within the system and in any future communication received regarding such. You must inform subcontractors at all tiers of their responsibility to respond to audits. If certified subcontractors fail to confirm payments through the audits, participation for those payments will not count towards meeting the DBE commitment and will result in noncompliance action. By committing to working on this Agreement which is subjected to DBE Requirements, all DBE subconsultants and subcontractors must undergo a commercially useful function review or a DBE compliance review before their contract can be closed by DSBO. DBEs are required to fully cooperate with DSBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE subcontractor may be subjected to an informal compliance review by DSBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where the City observes and assesses the services/supplies being provided by the DBE.

- (f) By committing to working on this Agreement which is subjected to DBE Requirements, all DBE subconsultants, subcontractors, supplier, manufacturer, manufacturer's representative or broker must undergo a commercially useful function review (“CUF”) or a DBE compliance review before their contract can be closed by DSBO. DBEs are required to fully cooperate with DSBO or its designee in the CUF and compliance review processes. The CUF review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each CUF review will depend on the specific facts and circumstances. The CUF review is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE inconsistent with the intent and objectives of the DBE Program. The CUF review is formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE subcontractor may be subjected to an informal DBE compliance review by DSBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where the City observes and assesses the services/supplies being provided by the DBE.
- (g) For all questions, concerns, and guidance pertaining to DBE Requirements for this Agreement, the Consultant or DBE/Non-DBE subcontractors are highly encouraged to consult the DBE Requirements or contact the DSBO designated Compliance Officer or DSBO representative at dsbo@denvergov.org.
- (g) **REQUIRED SUBCONTRACT DBE FLOW-DOWN PROVISIONS FOR ALL TIERS.** While no subcontractor will be considered a third-party beneficiary to the Agreement between the City and the Consultant, the City considers subconsultants and subcontractors of every tier to be agents of the Consultant. Therefore, subconsultants and subcontractors of every tier will be held to all the requirements of the Agreement. With that understanding, the Consultant is well advised to conform all subcontracts to the requirements of the Agreement. Also, it would be wise to make the Agreement available to all subconsultants and subcontractors. At the very least, the Consultant must include the following provisions in their subcontracts with their DBE subcontractors as well as ensure that all tiered-subcontractors comply with and insert the provisions of the section into all-tiered subcontract agreements/purchase orders: 1. Non-Discrimination clause, 2. Contractor Prompt Payment, 3. Counting and Reporting, 4. Joint Check Utilization, 5. DBE Termination/Substitution/Reduction of Scope From Contract, 6.
- (h) **Changes, Amendments, Modifications.**

The Consultant will be required to submit to DSBO all DBE subcontracts within 30 days of the execution of the Agreement or issuance of the notice to proceed (whichever occurs first). Throughout the Agreement if Consultant makes good faith efforts and engages or subcontracts with additional DBEs, Consultant must get approval from DSBO if the Consultant intends to count DBE participation from those additional DBEs. To count DBE participation toward the goal established for this Agreement or commitments made by the Consultant for DBE utilization, the DSBO must ensure that those additional DBEs are properly certified as a DBE(s) with the

City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will perform. Notwithstanding, DSBO shall also request any appropriate documents it deems necessary including subcontract agreements for review. The Consultant shall ensure that this information flows down to all tiers of DBE subcontractors.

(i) **FLOWDOWN PROVISION: NON-DISCRIMINATION.** The Consultant, subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable DBE Requirements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Consultant from future bidding as not responsible.

(j) **FLOW-DOWN PROVISION: CONTRACTOR PROMPT PAYMENT OF SUBCONTRACTORS**

a) The Consultant will be required to submit to DSBO all DBE subcontracts within 30 days of the Consultant's receipt of payment from the City and County of Denver. Throughout the Agreement if Consultant makes good faith efforts and engages or subcontracts with additional DBEs, Consultant must get approval from DSBO if the Consultant intends to count DBE participation from those additional DBEs. To count DBE participation toward the commitments made by the Consultant for DBE utilization, the DSBO must review DBE subcontract agreements and ensure that those additional DBEs are properly certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate North American Industry Classification System ("NAICS") code that coincides with the scope of work that they will perform. Notwithstanding, DSBO shall also request any appropriate documents it deems necessary. The Consultant shall ensure that this information flows down to all tiers of DBE subcontractors.

b) Failure to comply with the payment requirements in this section may be grounds for the City withholding payment and considered a breach of this Agreement.

c) The payment requirements under this section shall apply to DBE subcontractors regardless of tier.

(k) **FLOWDOWN PROVISION: COUNTING AND REPORTING**

In accordance with DBE Requirements, Firms identified to count toward DSBO's established participation goal must be certified by DSBO in that specified program and certified in the applicable NAICS code(s) to count toward the participation goal. In addition, Only the value of the work actually performed by the certified DBE will count toward the DBE participation goal.

(l) **FLOWDOWN PROVISION: JOINT CHECK UTILIZATION**

A joint check is a check issued by the Consultant to a DBE subcontractor and a material supplier or other third party. All joint check arrangements with DBE subs

must be pre-approved by DSBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE to remedy a financial hardship for a specific period of time. DSBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime Consultant.

(m) FLOWDOWN PROVISION: DBE TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT

The Consultant must have good cause to remove/terminate/substitute/replace a DBE subcontractor and such removal/termination/substitution requires the consent and approval of City and County of Denver’s DSBO. This section also includes reductions to the DBE scope of services and/or commitment values. No DBE subcontract agreement may contain a “termination for convenience” clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part and the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal, or replacement process with a DBE contractor/supplier (regardless of the tier), the Consultant or lower tier contractor/subcontractor must do the following:

- (a) Before transmitting to DSBO its request to terminate and/or substitute a DBE subcontractor, the Consultant must give notice in writing to the DBE subcontractor and notify City and County of Denver DSBO of such notice. The notice must include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and all documentation to support its claim. The Consultant must submit a copy of the notice and support documentation to DSBO at the time the original letter is sent to the DBE contractor.
- (b) The Consultant must give the DBE subcontractor five (5) business days to respond to the notice and provide DSBO with reasons, if any, why it objects to the proposed termination of its DBE contract and why DSBO should not consent the Consultant’s action;
- (c) DSBO will then open a formal investigation inclusive of review of all documentation, conduct interviews and site visits, if necessary. The Consultant carries the burden of proof to demonstrate good cause for the termination and/or substitution;
- (d) If DSBO determines that the Consultant has good cause to terminate the DBE firm, the DSBO will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. If DSBO finds that good cause does not exist to terminate the DBE firm, DSBO will provide a written denial of the request to terminate/replace the DBE subcontractor and will immediately request a corrective action plan from the Consultant. Please note that if a consultant elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of the City and County of Denver DSBO, this constitutes a material breach of a contract, which may result in the termination of the contract or such other remedy as the recipient/City and County of Denver deems necessary as set forth under the DBE Requirements. These legal remedies may include but are not limited to:

withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Consultant from future bidding as non-responsible.

- (e) For purposes of good cause to remove, replace, or terminate a DBE the following circumstances should exist: (1) failure or refusal by the DBE subcontractor to execute a written contract without good cause, (2) failure or refusal by the DBE subcontractor to perform the work of its subcontract in a way consistent with normal industry practice and the Consultant has not acted in bad faith, (3) failure by the DBE subcontractor to meet the Consultant's reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness by the DBE subcontractor that creates a risk for the contract, (5) ineligibility by the DBE subcontractor to work on public works Program because of suspension or debarment proceedings, (6) a determination by City and County of Denver that the DBE is not a responsible contractor, (7) voluntary withdrawal from the Program by written notification that has been verified, (8) ineligibility to receive DBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the DBE.
- (f) When a DBE subcontractor is terminated with the approval of DSBO or fails to complete its work on the contract for any reason, prime contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE.
- (g) Prime contractors must show that it took all necessary and reasonable steps to find another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal DSBO has established for this Agreement and or commitments made by the Consultant for DBE utilization/participation. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of City and County of Denver's DSBO if they are unable to meet the DBE participation goal assigned to this contract.
- (h) The good faith efforts shall be documented by the Consultant. If City and County of Denver DSBO requests documentation under this provision, the Consultant shall submit the documentation to the DSBO Compliance Officer within 7 days, which may be extended for an additional 7 days, if necessary, at the request of the Consultant, and DSBO shall provide a written determination to the Consultant stating whether or not good faith efforts have been demonstrated.
- (i) Consultant shall comply with Good Faith Efforts procedures as defined in the DBE Requirements. Consultant shall comply with this section of the DBE Requirements or any DBE program requirements and failure by the Consultant to carry out the requirements of this part as they administer this contract is a material breach of contract, which may result in the termination of the contract or such other remedy as the recipient deems necessary as set forth in the DBE Requirements. The legal remedies include but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Consultant from future bidding as non-responsible.

- (j) The Consultant shall ensure that DBE tiered subcontractors comply with this Section and insert the provisions of this Section into all DBE lower tiered subcontractor agreements, regardless of their certification status.

(n) FLOWDOWN PROVISION: CHANGES, AMENDMENTS, MODIFICATIONS

The DBE Goal(s) shall apply to the performance/value of all obligations under this Agreement, including any Changes, Modifications, Amendments and Change Orders whether initiated by the Consultant or City and County of Denver.

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

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

5.25 Advertising and Public Disclosure. The Consultant shall not include any reference to the Agreement or to Services performed pursuant to the Agreement in any of the Consultant’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to Services performed under the Agreement will be limited to Services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

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

to the City: Department of Transportation and Infrastructure
 Attention: Executive Director
 201 West Colfax Avenue, Dept. 608

Denver, Colorado 80202

with a copy to: City Attorney's Office
Attention: Director of Municipal Operations
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

to the Consultant: HNTB Corporation
950 Seventeenth Street, Suite 2000
Denver, CO 80202

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

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

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

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

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

5.32 Electronic Signatures and Electronic Records. Consultant and City consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City and Consultant 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. As used herein, the term "Effective Date" shall mean the date appearing on the City's signature page of this Agreement.

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Contract Control Number: DOTI-202475327-00
Contractor Name: HNTB CORPORATION

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

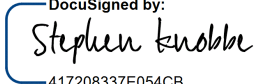
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202475327-00
HNTB CORPORATION

By:  _____
4172083337E054CB...

Name: Stephen Knobbe
(please print)

Title: Sr Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Scope of Work

WATR SA/OA RFQ – SCOPE OF WORK

Staff Augmentation/Owner Advisor Services

DOTI intends to competitively procure a new professional services on-call contract for staff augmentation/owner advisor (SA/OA), that will be compliant with federal contracting requirements, outlined in **Attachment 4: Sample Agreement**, as well as meeting DBE participation goals on a Task Order by Task Order basis. One On-Call Contract is intended to be awarded and Task Orders will be issued for specific scopes of work. The initial SA/OA services for the first 3 years of the program are estimated at a value of \$30M.

The City will maintain control of program management for WATR. It is anticipated that the SA/OA team members will work closely with City staff and staff from the US Army Corps of Engineers (USACE) to create a blended team with diverse expertise. It is extremely important that the SA/OA team approach this Program with a goal of high levels of communication and inclusion with the blended team approach.

The selected firm will report to the Program Director and work closely with other team members by providing expertise, standards, processes, comparative data, and systems that facilitate effective deliverables as assigned by Task Order. The characterization of this solicitation is primarily Staff Augmentation for the functional areas/categories noted below and secondarily as Owner Advisor. descriptions below identify anticipated key roles and responsibilities for the life of the Program according to alternative delivery phases. It is assumed that the future design and construction alternative delivery contract(s) will be Construction Manager/General Contractor (CM/GC), Progressive Design Build (PDB), or some combination of the two. Anticipated alternative delivery phases for the project include the following:

- **Phase 0:** Project definition and pre-solicitation conceptual/preliminary design in advance of CM/GC and/or PDB solicitations; communications and stakeholder coordination and engagement
- **Phase 1:** Facilitation and programmatic/technical support of stand-alone design plus pre-construction services for CM/GC or combined design/preconstruction services for PDB; communications and stakeholder engagement
- **Phase 2:** Construction progress monitoring and potential construction management/services during construction to support construction performed by the CM/GC and/or PDB; communications and stakeholder engagement
- **Phase 3:** Monitoring of warranty claims and/or oversight of long-term performance period and/or adaptive management, where required

Descriptions of the anticipated functional areas/categories, specific tasks, and qualifications may include, but are not limited to, the following:

Exhibit 1: Staff Augmentation/Owner Advisor Support Management

Short Description:

Work closely with Program Director, Program Implementation Manager and other program leaders to support in program management. Coordinate/oversee on-call team and task orders. Advise as key challenges arise.

Primary Scope Elements by Phase:

<p>Phase 0 + Phase 1 + Phase 2 + Phase 3</p>	<ul style="list-style-type: none"> • Support program leaders and cross-functional teams in developing scope, deliverables, required resources, work plan, budget, and timing for program • Identify key program requirements and develop tools, processes and systems to ensure requirements are met • Work with program leaders to develop and manage budget and ensure accountability against established program goals/objectives • Work with other program managers and technical leads to identify risks and opportunities across multiple projects within the program • Produce program reports for managers and stakeholders • Facilitate change management
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Key Position Skills and Requirements:

- Exceptional leadership, time management, facilitation and organization skills
- Demonstrated knowledge of techniques/methodologies for program planning, governance, monitoring and controls
- Wide-ranging experience with program management tools, applications and reporting models
- Detailed knowledge of budget and resource allocation processes/procedures
- Ability to find innovative ways of solving or pre-empting problems
- Outstanding knowledge of change management principles and performance evaluation processes
- Sufficient experience and credibility to advise project teams on their work in support of program needs
- Collaborative mindset and the ability to create a sense of community/continuity among members of the project teams

Exhibit 2: Technical Services

Short Description:

Support the City’s scope definition and preliminary/conceptual design. Provide relevant technical criteria development and engineering related services to support project definition for procurement of a CM/GC and/or PDB, with follow-on support by delivery phase to review and facilitate design development by others and to validate the performance of design and construction by others.

Primary Scope Elements by Phase:

Phase 0	<p>Provide the City with pre-solicitation project definition and support of the technical aspects of the procurement process. Design scope generally limited to:</p> <ul style="list-style-type: none"> • Confirm feasibility of the project (e.g., sizing, site constraints, baseline technology, permitability) • Define the project definition to the extent needed to develop an accurate estimate of construction cost at a AACE Class 5 or 4 level of confidence • Establish a thorough scope of work to support the procurement process (e.g., minimum required scope, optional scope) • Advance project options to support environmental clearances and early permitting activities needed prior to issuance of an RFP • Define any technologies or approaches NOT acceptable to the City • Define project technical criteria, both performance and prescriptive, as required for a PDB contract • Establish/finalize Habitat Unit tracking methodology
Phase 1	<p>Post CM/GC and/or PDB award Phase 1 support to:</p> <ul style="list-style-type: none"> • Facilitate the design development and review process • Assist the City with design and scope decisions • Track scope change • (for PDB) Refine and finalize performance criteria and Acceptance test requirements • Habitat unit modelling and tracking during design
Phase 2	<p>Phase 2 Construction support to:</p> <ul style="list-style-type: none"> • Support designer-CM/GC RFI process • (for PDB) Monitor PDB’s RFI procedures • (for PDB) Validate PDB’s Acceptance test performance for Substantial Completion • Habitat unit verification
Phase 3	<p>Post completion support to:</p> <ul style="list-style-type: none"> • Assist with and validate warranty claims • Monitor and assess long-term performance against contractual criteria

	<ul style="list-style-type: none"> • Assist with adaptive management implementation measures and oversight • Monitor Habitat Units
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Key Position Skills and Requirements:

- A minimum of 7-10 years of experience in specific Technical Services discipline on large-scale civil infrastructure projects. Experience with Federal Emergency Management Agency (FEMA), USACE, MHFD, CCD and other regulatory bodies, and knowledge of local and federal codes and regulations is highly desirable.
- Current professional licensure in discipline (PE, PLS, PLA, etc.) in the State of Colorado is required for functional lead and discipline leads
- Proven experience in a leadership role for large-scale infrastructure projects, preferably delivered via alternative delivery and of similar technical nature.
- Excellent communication and team leadership skills.
- Ability to manage multiple stakeholders and balance competing priorities.
- Demonstrated experience overseeing a multidisciplinary technical team within the alternative delivery framework, production of construction drawings and specifications, and coordinating with construction contractors.
- A Bachelor's or Master's degree in Civil Engineering, Environmental Science, Surveying, Landscape Architecture or a related field to Technical Service required.

Specialty disciplines to support this scope may include, but are not limited to:

Civil Engineer (Hydrology and Hydraulics): Experience in developing, analyzing and giving advice on various calculations and software analysis methods for in stream and piped storm systems, scour analysis, sediment transport, and fish passage design to determine impacts and make recommendations as to the most effective method or process to use in design and construction. Experience in the preparation and review of CLOMRs and LOMRs. Working knowledge of various H&H software programs (i.e., HEC-RAS, SWMM, etc.) Certifications such as Certified Floodplain Manager (CFM) may be advantageous.

Civil Engineer: Experience in site planning, stormwater management and erosion control plans, grading, utilities, and other civil related design as necessary (i.e., roadways, lighting, etc.) Certifications such as Certified Professional in Erosion and Sediment Control (CPESC) may be advantageous.

Structural Engineer: Experience in various structural analysis, including retaining walls, in stream structures, bridges, utility structures and foundations, and other items requiring structural analysis for various loading conditions.

Ecology: Experience in various wetland, riparian and wildlife systems, their analysis, methods for determining gains/loss of habitat, recommended enhancements to increase wetland, riparian, and biodiversity. Familiar with various ecosystem analysis and software programs (i.e., FACWet, FACStream, etc.) Experience with long-term monitoring projects and adaptive management recommendations. Certifications such as Certified Environmental Professional (CEP) may be advantageous.

Biology: Experience in determination of wildlife impacts from construction activities and associated mitigation methods, evaluation and protection methods of endangered and threatened species, field survey and monitoring methods of affected habitats. Experience in wildlife monitoring, migratory birds, and aquatic biology. Familiar with enforcing/implementing regulatory oversight and regulations as they pertain to wildlife impact. Certifications such as Certified Environmental Professional (CEP) may be advantageous.

Geotechnical Engineer: Experience in geotechnical analysis to support various in stream and out of stream design and construction activities, including, but not limited to, foundation design, seepage, levees, and pavement design, and provide recommendations to best and most cost-effective solutions. Ability to determine estimated lift or settlement of placed soils and appropriate compaction required design intent.

Surveyor: Experience in various methods of survey data collection, survey control setting and checking, and survey data output in multiple formats for use in design and construction, including ALTA/ASCM Land title surveys. Ability to verify validity of data received and ability to determine incongruity of information and provide advice on solutions. Understands the recording of survey information with governmental agencies, including plats, monuments, easements and the like.

Landscape Architect: Experience in site design, climate resilient planting design, stream restoration (including upland, wetland, and in stream), natural resources design & planning, park & trail design (traditional and open space/conservation), ADA requirements, recreation safety, and permanent and temporary irrigation design. Certifications such as SITES AP may be advantageous.

Arborist: Experience with selection and condition evaluation of trees in upland, riparian and wetland environments; writing opinions/statements of tree health, condition, and suggested corrective actions; phased removal and replacement plans; mitigation plans; and working as a consulting arborist on large public works projects providing construction oversight as it relates to existing tree health and inspection of nursery stock delivered to site. Knowledge of soil management, mitigation of construction impacts, urban forestry, tree identification and valuation, and monitoring of canopy success criteria. Experience working with CCD's Office of the City Forester and related regulatory bodies. ISA Certification is required, ISA Municipal Specialist and/or Board-Certified Master Arborist is preferred.

Exhibit 3: Environmental and Permitting

Short Description:

Support the City’s permitting responsibilities and delegation of permitting scope to a CM/GC and/or PDB. Facilitate permitting activities among the City, USACE, other agencies, and the CM/GC and/or PDB. Support the City in permit compliance monitoring and documentation.

Primary Scope Elements by Phase:

Phase 0	<ul style="list-style-type: none"> • Support the City in establishing a comprehensive permitting requirements matrix and defining the allocation of permitting responsibilities among the City (including ongoing effort by the SA/OA), partner entities, and the City’s designer and CM/GC and/or its PDB. • Provide permitting support (e.g., project definition, pre-design, and application development support) as required to progress the Program in advance of, and in support of, any CM/GC and/or PDB solicitations. • Based on defined permitting scope and risk allocation, facilitate turn-over of any permit-related responsibilities to the design and CM/GC entities and/or to the PDB entity.
Phase 1	<ul style="list-style-type: none"> • Support the City’s self-delegated (e.g., retained) permitting scope. • Facilitate permitting scope as delegated to the designer and CM/GC and/or PDB. • Monitor compliance with permitting scope requirements and support City’s mitigation of non-compliance. • Support revisions to scope and design based on permitting requirements and potential impacts as the design evolves. • Support the City in validating permit scope, compliance, and cost as an element of the CM/GC or PDB’s Contract Price Proposal for Phase 2.
Phase 2	<ul style="list-style-type: none"> • Support the City in providing its allocated permitting scope and/or in monitoring CM/GC and/or PDB conformance to permitting-related contract requirements for Phase 2, Construction.
Phase 3	<ul style="list-style-type: none"> • Support the City in closing out any permit-related contractual compliance requirements as a function of Substantial and Final Completion validation.

Key Position Skills and Requirements:

- A minimum of 7-10 years of experience in permitting and regulatory compliance related to large-scale civil infrastructure projects. Experience with USACE and other regulatory bodies is highly desirable.
- Comprehensive understanding of federal, state, and local permitting processes and regulations, e.g., NEPA, Clean Water Act, Endangered Species Act, National Historic Preservation Act, and Colorado Water Rights.
- Proven ability to manage complex projects involving multiple stakeholders.
- Demonstrated experience to coordinate among agencies, engineers, design-builders, and other stakeholders. This includes the ability to document all required permits and compliance activities clearly and effectively.
- Certifications such as Certified Environmental Professional (CEP), Certified Floodplain Manager (CFM), or Project Management Professional (PMP) may be advantageous.
- A Bachelor's degree in Civil Engineering, Environmental Science, Urban Planning, or a related field is required. Advanced degrees or certifications in these or related fields is preferred.

Exhibit 4: Procurement

Short Description:

Act as an Owner Advisor to implement procurement best practices for CM/GC and/or PDB solicitations.

Primary Scope Elements by Phase:

Phase 0	<p>Assist the City with defining and implementing the procurement process for potentially multiple CM/GC and/or PDB solicitations, including:</p> <ul style="list-style-type: none"> • Create 1- or 2-phase Request for Qualifications (RFQ)/Request for Proposal (RFP) documents • Define evaluation priorities and methodology • Develop evaluation criteria and process • Establish milestones and schedule • Plan and support industry input and engagement • Support others in defining financial and commercial requirements, including establishing budget and contingency approach • Support others in defining required financial capacity and security • Provide support in calculating potential damages and incentives • Support development of payment mechanism and criteria • Support other in establishing insurance requirements • Support selection of form of contract and customization of commercial terms by others • Facilitate iteration of contract terms with the market
Phase 1	<p>Support the City's organizational capacity regarding:</p> <ul style="list-style-type: none"> • Owner level of involvement during design • Leadership knowledge • Staff knowledge • Technical resources • Definition of roles • Augmentation of resources • Development of a Project Implementation Plan • Organizational preparation • Procurement preparation • Implementation
Phase 2	
Phase 3	

Key Position Skills and Requirements:

- A minimum of 7-10 years of experience in civil infrastructure projects, with a focus on project management, procurement, and contract administration. Experience with CM/GC and PDB delivery methods is highly desirable.
- A comprehensive understanding of procurement processes, including the development of RFQ and RFP documents.
- A deep understanding of risk allocation in large civil infrastructure projects, including a comprehensive understanding of various forms of contracts used in civil infrastructure projects. While not a substitute for legal advice, a basic understanding of construction law and the legal aspects of contract administration and knowledge of laws and regulations related to contracts, procurement, and risk management. This includes knowledge of standard contract forms, such as those from the American Institute of Architects (AIA), ConsensusDocs, and the Engineers Joint Contract Documents Committee (EJCDC), as well as the ability to review custom contract forms.
- Strong commercial acumen, including the understanding the commercial implications of contract terms and conditions, and the ability to negotiate favorable terms. They should also be able to understand and manage the financial aspects of large projects, including budgeting, cost control, and financial reporting.
- Strong negotiation skills, with the ability to negotiate contract terms and conditions, resolve disputes, and reach consensus among various stakeholders.

Exhibit 5: Risk Management and Allocation

Short Description:

The Risk Management Analysis and Documentation function will focus on identifying, assessing, and mitigating risks associated with the project and ensuring effective risk management throughout the project life cycle.

Primary Scope Elements by Phase:

<p>Phase 0 + Phase 1 + Phase 2</p>	<p>The Risk Management Analysis and Documentation role will be responsible for facilitating and support the following risk-related scope for the Program and in conjunction with the CM/GC and/or PDB:</p> <p><u>Risk Identification:</u></p> <ul style="list-style-type: none"> • Conduct a comprehensive analysis of the project to identify potential risks related to design, construction, operation, and maintenance of the water-related infrastructure. • Collaborate with project stakeholders, including engineers, architects, contractors, and subject matter experts, to gather information on potential risks. • Document and maintain a risk register that includes identified risks, their potential impact, likelihood, and any relevant risk categories. • Work with program stakeholder management team to support community engagement and communication. <p><u>Risk Assessment:</u></p> <ul style="list-style-type: none"> • Assess the identified risks using appropriate qualitative and quantitative techniques to determine their severity and prioritize them based on their potential impact. • Collaborate with relevant project team members to gather data and information necessary for risk assessment. • Analyze risks from various perspectives, such as safety, environmental impact, regulatory compliance, schedule delays, and cost overruns. • Work with program stakeholder management team to support community engagement and communication. <p><u>Risk Mitigation:</u></p> <ul style="list-style-type: none"> • Develop risk mitigation strategies and recommend appropriate risk treatment measures to minimize the impact of identified risks. • Collaborate with project stakeholders to implement risk mitigation measures in a timely manner. • Monitor the effectiveness of risk mitigation measures and propose adjustments if necessary. • Work with program stakeholder management team to support community engagement and communication.
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	<p><u>Risk Monitoring and Reporting:</u></p> <ul style="list-style-type: none"> • Establish a robust monitoring system to track the status and progress of risk mitigation activities. • Regularly review and update the risk register to reflect changes in risk exposure and the effectiveness of risk treatment measures. • Prepare comprehensive risk reports for project management and stakeholders, highlighting key risks, their status, and any emerging risks that require attention. • Work with program stakeholder management team to support community engagement and communication. <p><u>Documentation:</u></p> <ul style="list-style-type: none"> • Document all risk management activities, including risk identification, assessment, mitigation strategies, and their implementation. • Prepare clear and concise reports, presentations, and other documentation to communicate risk-related information to project stakeholders. • Maintain an organized repository of risk management documentation for future reference and auditing purposes.
Phase 3	

Key Position Skills and Requirements:

- Strong understanding of infrastructure projects, including design, construction, operation, and maintenance.
- Knowledge of risk management principles, methodologies, and best practices. Ability to identify and assess risks in complex project environments.
- Proven experience in risk management analysis and documentation on large-scale infrastructure projects.
- Familiarity with alternative delivery method and its associated risks.
- Exposure to risk management tools, software, and techniques. Proficiency in applying qualitative and quantitative risk analysis techniques.
- Knowledge of risk treatment measures and the ability to recommend appropriate risk response strategies.
- Awareness of legal and contractual considerations in risk management.
- A Bachelor's degree in Engineering, Construction Management, Risk Management, or a related field.

Exhibit 6: Adaptive Management Implementation and Monitoring

Short Description:

This function is responsible for supporting the City in establishing clear and detailed monitoring, adaptive management, and long-term O&M-related strategies for the Program. This will involve understanding the Program’s goals, constraints, and risks, and translating these into technical specifications and performance criteria. Could include supporting CCD and alternative delivery team with post-construction vegetation establishment and monitoring.

Primary Scope Elements by Phase:

<p>Phase 0</p>	<ul style="list-style-type: none"> • Support the City in the procurement of an environmental restoration practitioner responsible for the long-term performance of the facility. This procurement may be implemented in parallel with or as an integrated scope element in the solicitation of a designer, and a CM/GC and/or a PDB. • This support will involve developing RFQ and RFP documents, evaluating submissions, assisting in the selection process, and contract negotiation, ensuring that they include appropriate risk allocation and commercial terms.
<p>Phase 1</p>	<p>Support the implementation of an adaptive management and monitoring program during this phase:</p> <ul style="list-style-type: none"> • Facilitate collaboration between the City, USACE, MHFD, the O&M provider, the designer, and the CM/GC or PDB. • Facilitate collaboration to ensure that the design meets the project's technical specifications and performance criteria, and that it aligns with the project's goals and constraints. • Establish a process for monitoring project performance, USACE reporting requirements, identifying and responding to issues and changes, and continuously improving the project's design and execution.
<p>Phase 2</p>	<ul style="list-style-type: none"> • Continue to support the adaptive management program during this phase. This will involve monitoring construction activities, identifying and responding to issues and changes, reviewing submittals and RFIs, and continuously improving the project's execution. • Monitor the CM/GC’s and/or PDB’s progress and performance, ensuring that it adheres to the design requirements and meets the project's technical specifications and performance criteria. • Facilitate communication and collaboration between the project's stakeholders and help manage any issues or changes.

Phase 3	<ul style="list-style-type: none"> • During the long-term operations and maintenance phase, support the City in ensuring the environmental restoration practitioner fulfills their contractual obligations (including warranty walks, etc.), and that the Program continues to meet its performance criteria. • Support with vegetation and instream monitoring, maintenance procedures and adaptive management actions, and USACE reporting requirements. • Facilitate resolution of any issues or changes that arise and facilitate communication and collaboration between the project's stakeholders.
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Key Position Skills and Requirements:

- Technical expertise in stream bank restoration and flood control. This includes understanding the technical specifications and performance criteria for such projects and being able to translate these into design and construction requirements.
- Familiarity with the principles and practices of adaptive management and the development of long-term monitoring programs. They should know how to establish a process for monitoring project performance, identifying and responding to issues and changes, and continuously improving project design and execution.
- Experience working with and balancing differing priorities of federal, state, and municipal governmental bodies on a single project.
- Extensive experience in supporting large civil infrastructure projects, particularly those involving stream bank restoration and flood control. This includes experience in all phases of project implementation, from establishing requirements and procurement, through design and construction, to long-term operations and maintenance.
- Understanding of the progressive design-build delivery method. This includes knowledge of how to develop and manage RFQs and RFPs, how to evaluate submissions, and how to negotiate commercial terms.
- The candidate should have Ability to assess project requirements, evaluate potential risks and impacts, and develop mitigation strategies.
- Experience maintaining climate resilient plantings, stream restoration (including upland, wetland, and in stream), natural resources, parks & trails (traditional and open space/conservation), and permanent irrigation. Certifications such as CERP may be advantageous.

Exhibit 7: USACE Coordination/Interface

Short Description:

This function will support the City in collaborating closely with the US Army Corps of Engineers to establish and implement detailed stream bank restoration and flood control requirements in support of the Program. This involves understanding the project's objectives, constraints, and risks, and translating these into technical specifications and performance criteria, in line with USACE's specific practices and policies.

Primary Scope Elements by Phase:

<p>Phase 0</p>	<ul style="list-style-type: none"> • Assist in the procurement of a designer and a CM/GC or a PDB. This involves developing RFQ and RFP documents, evaluating submissions, and communicating and supporting the coordination of the selection process, with the USACE. • Support the liaison between the City and the USACE, leveraging an understanding of USACE practices, culture, and regulatory framework to facilitate effective communication and collaboration.
<p>Phase 1</p>	<ul style="list-style-type: none"> • Support the liaison between the City and the USACE during this phase, facilitating communication and collaboration, and helping to navigate any issues or conflicts that arise. • Foster collaboration between the City, the USACE, the designer, and the CM/GC or PDB to ensure that the design aligns with the Program/s technical specifications and performance criteria, as well as the project's goals and constraints, in accordance with USACE's design guidelines and standards.
<p>Phase 2</p>	<ul style="list-style-type: none"> • Monitor the project's progress and performance in relation to ensuring and documenting adherence to the design and compliance with the project's technical specifications and performance criteria. • Facilitate communication and collaboration between the project's stakeholders and assist in managing any issues or changes that arise, in alignment with any required USACE construction management reporting requirements and procedures. • Maintain a role as a liaison between the City and the USACE during this phase, facilitating communication and collaboration, and assisting in resolving any issues or conflicts that arise, in line with USACE's procedures.

Phase 3	<ul style="list-style-type: none">• Support the partnership between the City and the USACE and continue to act as a liaison between the City and the USACE during this phase, facilitating communication and collaboration, and assisting in resolving any issues or conflicts that arise.• Support the City in documenting that the project continues to meet its performance criteria, in line with any required USACE maintenance guidelines.• Assist in managing any issues or changes that arise and facilitate communication and collaboration between the project's stakeholders.
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Key Position Skills and Requirements:

- Extensive experience in facilitating the implementation of large civil infrastructure projects, particularly those involving stream bank restoration and flood control. This includes experience in all phases of project implementation, from establishing requirements and procurement, through design and construction, to long-term operations and maintenance.
- Extensive understanding of USACE practices, procedures, and culture. This includes knowledge of USACE's specific requirements for project design, procurement procedures, construction management procedures, conflict resolution procedures, maintenance guidelines, and partnership policies.
- Understanding of the CM/GC and PDB delivery methods.
- Ability to facilitate communication and collaboration between various project stakeholders, including the City and the USACE, and to clearly document project requirements, decisions, and progress.

Exhibit 8: Project and Document Controls

Short Description:

Provide comprehensive support and coordination of project-related documentation, as well as the implementation and management of project controls processes, systems, and tools. The primary focus is to ensure effective project management, monitoring, and reporting, while maintaining accurate and up-to-date project documentation.

Primary Scope Elements by Phase:

<p>Phase 0 + Phase 1 + Phase 2</p>	<ul style="list-style-type: none"> • Support the development, implementation, and maintenance of project controls processes and procedures, ensuring compliance with project requirements and industry best practices. • Support the Program in establishing and maintaining project controls systems and tools for alternative delivery procurement and monitoring project progress, costs, risks, and schedule adherence. • Coordinate with Program team members to gather and analyze project data, including budget updates, cost forecasts, resource allocations, and progress reports. • Generate regular project status reports, including executive summaries, key performance indicators (KPIs), and variance analyses. • Develop and manage GIS data for analytics, reporting, performance tracking, and development of maps and dashboards. • Collaborate with Program stakeholders to establish and track project performance metrics, milestones, and deliverables. • Support the Program team in developing and updating project schedules, including critical path analysis and resource leveling. <p><u>Document Controls:</u></p> <ul style="list-style-type: none"> • Document and communication control for Alternative Delivery procurement process • Support the Program in establishing and maintaining a centralized document control system to ensure proper version control, access, and distribution of project-related documents, drawings, and specifications.
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	<ul style="list-style-type: none"> • Support the development and implementation of document control processes and procedures, including document numbering, naming conventions, filing structures, and archiving. <ul style="list-style-type: none"> • Support the management, receipt, review, approval, and distribution of project documentation, ensuring compliance with contractual and regulatory requirements. • Coordinate with internal and external stakeholders to track and monitor document submittals, responses, and revisions. • Conduct regular audits to verify the accuracy, completeness, and quality of project documents, identifying and addressing any discrepancies or deficiencies. • Support the Program team in preparing and submitting project-related reports, presentations, and other deliverables. • Facilitate effective communication and collaboration among Program team members through the timely dissemination of project documentation and information. <p><u>Facilitate the following deliverables:</u></p> <ul style="list-style-type: none"> • Project controls processes and procedures documentation • Project controls systems and tools, including progress tracking reports, cost forecasts, risk registers, and schedule updates • Regular project status reports, executive summaries, and variance analyses • Document control processes and procedures documentation, including document registers, distribution matrices, and revision logs • Document submittal, review, and approval tracking reports • Updated project documentation, including drawings, specifications, and reports
Phase 3	

Key Position Skills and Requirements:

- Previous experience in project controls and document controls roles on large-scale infrastructure projects, preferably in the water sector.
- Proficiency in project management software and document control systems.
- Strong analytical skills and attention to detail.
- Excellent communication and interpersonal skills.
- Ability to work collaboratively in a team environment.
- Familiarity with relevant industry standards, regulations, and best practices.
- Bachelor's degree in Engineering, Construction Management, or a related field.

Exhibit 9: Estimating/Independent Cost Verification

Short Description:

This function will provide independent cost estimates to validate the cost estimates initially developed internally by the City and then provided by the CM/GC and/or PDB. This independent cost estimate function will develop as a baseline for assessing the cost estimates provided by the CM/GC or PDB, ensuring accountability and cost-effectiveness as the project progresses.

This will involve analyzing the project's requirements and constraints, and using cost estimating techniques to develop detailed, accurate cost estimates and reviews of cost estimates provided by others.

Primary Scope Elements by Phase:

Phase 0	<ul style="list-style-type: none"> • Collaborate closely with the City to refine and validate the existing project cost estimate. • Apply expertise in cost estimating to assess the City's existing cost estimate, identify any potential issues or oversights, and provide recommendations for adjustments as necessary. • Once the Program cost estimate has been refined and validated, assist in the procurement of a designer and a CM/GC or a PDB by developing estimate costs models and estimate development requirements for an open-book process after the solicitation is complete.
Phase 1	<ul style="list-style-type: none"> • Provide independent cost estimates and estimate reviews. • Review the design and the cost estimates provided by the CM/GC and/or PDB and provide an independent cost estimate to validate these costs. • Facilitate cost and estimate reviews and cost mitigation processes (e.g., value engineering). Provide feedback and recommendations to help control costs and support the City so that the project stays within budget. • Support the Contract Price Proposal review as submitted by the CM/GC and/or PDB and support contingency and scope negotiations to support a Guaranteed Maximum Price (GMP) or Lump Sum (LS) implementation of the agreed-upon Contract Price.
Phase 2	<ul style="list-style-type: none"> • Monitor the project's cost progress and performance.

	<ul style="list-style-type: none"> • Continue to provide independent cost estimates as needed (e.g., to support change orders or revised scope). • Review the construction progress and the cost estimates provided by the CM/GC and/or PDB and provide an independent validation of progress and costs incurred.
Phase 3	

Key Position Skills and Requirements:

- Extensive understanding of cost estimation techniques and principles. Demonstrated experience in leading and developing detailed, accurate cost estimates for large civil infrastructure projects, and to validate and refine existing cost estimates.
- Knowledge of CM/GC and PDB implementation, including approaches to defining cost, establishing the Work Breakdown Schedule (WBS) for a large, multi-faceted Program, and establishing an open-book cost model with a CM/GC and PDB
- Facilitate communication and collaboration between various project stakeholders, with a focus on conducting cost estimate reviews, facilitating value engineering and related costs analysis processes, and integrating life cycle cost analyses.
- Understanding and supporting the requirements for validating actual construction costs and validating construction progress.

Exhibit 10: Construction Management QA/QC Support

Short Description:

Services during construction scope includes:

Construction Management: Oversee and document actual construction progress.

Quality Assurance/Quality Control: Define and facilitate the responsibilities and deliverables for the Quality Assurance/Quality Control (QA/QC) requirements. The QA/QC function ensures that the project adheres to specified quality standards, procedures, and regulatory requirements.

Primary Scope Elements by Phase:

<p>Phase 0</p>	<p>Develop requirements for Quality Management, define the Quality Management Plan deliverable to be required from the CM/GC and/or PDB</p>
<p>Phase 1</p>	<p>Facilitate and provide oversight/guidance on development of a comprehensive Quality Management Plan (QMP) in coordination with project stakeholders, outlining the quality objectives, processes, and procedures to be followed throughout the project lifecycle.</p> <p>Define quality control checkpoints, testing protocols, and acceptance criteria for each phase of the project.</p> <p>Identify relevant regulatory standards, codes, and specifications applicable to water infrastructure projects and support compliance.</p> <p><u>Quality Training and Communication:</u></p> <ul style="list-style-type: none"> • Provide guidance and training to project team members on quality procedures, processes, and requirements. • Promote awareness of quality standards, codes, and regulatory requirements among project stakeholders. • Facilitate clear and effective communication channels for addressing quality-related issues and fostering collaboration between project participants. <p><u>Quality Management Plan:</u></p> <ul style="list-style-type: none"> • Oversee CM/GC’s and/or PDB’s development of a comprehensive Quality Management Plan (QMP) document outlining the project's quality objectives, processes, and procedures.
<p>Phase 2</p>	<p><u>Quality Inspections and Audits:</u></p> <ul style="list-style-type: none"> • Facilitate and coordinate regular inspections and audits of the project site(s), materials, equipment, and processes to support compliance with the approved design, specifications, and industry best practices.

	<ul style="list-style-type: none"> • Verify that construction activities and installations meet the required quality standards and are executed according to the project plans and specifications. • Perform detailed documentation and reporting of all inspections, audits, and non-conformities, and track corrective actions to closure. <p><u>Quality Control Testing:</u></p> <ul style="list-style-type: none"> • Facilitate and oversee a comprehensive testing Program to verify the quality and performance of materials, components, and systems used in the water infrastructure project. • Coordinate with testing laboratories to conduct required tests, including but not limited to materials strength, water quality, pressure tests, and flow measurements. • Review and analyze test results, compare them against established acceptance criteria, and document findings for further actions. <p><u>Non-Conformance Management:</u></p> <ul style="list-style-type: none"> • Facilitate and/or verify implementation of a robust non-conformance management process to identify, track, and report any deviations from quality standards, specifications, or procedures. • Initiate corrective and preventive actions (CAPA) for addressing non-conformities promptly. • Monitor and ensure the effectiveness of implemented corrective actions and preventive measures. <p><u>Inspection and Audit Reports:</u></p> <ul style="list-style-type: none"> • Detailed inspection and audit reports, including findings, non-conformities, and recommendations for corrective actions. <p><u>Testing Reports:</u></p> <ul style="list-style-type: none"> • Comprehensive testing reports summarizing test methods, results, and compliance with acceptance criteria. <p><u>Non-Conformance Reports (NCR):</u></p> <ul style="list-style-type: none"> • NCRs documenting identified non-conformities, their root causes, and proposed corrective actions. <p><u>CAPA Documentation:</u></p> <ul style="list-style-type: none"> • Documentation tracking the implementation and effectiveness of corrective actions and preventive measures.
<p>Phase 3</p>	<p>Shift from active construction oversight to ensuring that all work completed meets the project's specifications and quality standards:</p> <ul style="list-style-type: none"> • Ensure that all warranty documents are in order and support the City's enforcement of warranty terms, including tracking warranty periods, coordinating with the CM/GC and/or PDB for any necessary repairs or

	<p>replacements, and ensuring that all warranty work is completed satisfactorily.</p> <ul style="list-style-type: none">• Ensure that all final documentation is complete and provided to the City, including O&M manuals, as-built drawings, warranties, and other relevant documents.• Support the City in conducting any post-construction reviews to evaluate the Program's success and identify lessons learned.• Act as a liaison between the City and the CM/GC and/or PDB during the warranty period, facilitating resolution of any disputes.
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Key Position Skills and Requirements:

- Extensive experience in managing large construction projects, particularly those involving CM/GC and PDB delivery methods. This includes experience in all phases of project implementation, from pre-construction planning through construction and post-construction warranty.
- Demonstrated understanding of construction methods, materials, and technologies, building codes, safety regulations, and quality standards.
- Strong project management skills, including planning, scheduling, budgeting, and risk management. They should be able to manage multiple tasks and projects simultaneously, and to adapt to changing project needs and conditions.
- Ability to facilitate communication and collaboration between various project stakeholders, including owners, designers, contractors, and regulatory authorities.
- Bachelor's degree in Construction Management, Civil Engineering, or a related field is preferred.

Exhibit 11: Agency, Stakeholder & Community Engagement

Short Description:

Establish overall communications and community engagement strategies. Develop supporting materials to coordinate, communicate, and engage a wide variety of stakeholders. Ensure that communications are clear, transparent, and timely. Inform, engage and build relationships with stakeholders through thoughtful community engagement and strategic partnerships as well as public events/meetings. Develop external communication and stakeholder engagement that is responsive to concerns about green gentrification, reflective of standing commitment to the river and thoughtful about reconciling historic impacts as well as new impacts that result from this investment.

Primary Scope Elements by Phase:

Phase 0	<ul style="list-style-type: none"> • Work closely with City to develop a comprehensive approach to thoughtfully communicate and engage around the opportunities and impacts of this program. Help us identify relevant stakeholders and understand their values and needs. With an eye toward environmental justice and reconciliation, develop and implement a comprehensive communication, public information, and stakeholder engagement strategy that exemplifies the inclusion and diversity priorities of the City and the Program. This strategy will aim to keep all stakeholders, including the public, informed about the project’s goals, procurement process, and expected outcomes. The strategy will include a Language Access Plan and will outline how and when to communicate with each stakeholder group, considering their history, specific interests and concerns. Consider a wide variety of engagement tactics to engage historically underrepresented community voices (i.e., stipends, childcare, community partnership, etc.), approaches to engaging in challenging city building conversations around community impact and benefit and applied strategies for engagement from grass roots to executive, council, and federal decision makers. • Assist in preparing and disseminating procurement documents such as Request for Qualifications (RFQ) and Request for Proposals (RFP), ensuring that they are clear, transparent, and accessible to all potential bidders. They will also help manage communications with potential bidders, answering queries and providing clarifications as needed. • Under the Program’s leadership, facilitate stakeholder involvement in the procurement process and oversee external communication and coordination particularly using digital and other context sensitive communication services to allow broad and effective communication,
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	<p>striving to maintain community support and general good will. This may involve organizing meetings or consultations, managing communications, and ensuring that selected stakeholders have the opportunity to provide input into the procurement process.</p>
<p>Phase 1</p>	<ul style="list-style-type: none"> • Continue to implement the communications, public information, and stakeholder engagement strategy. Work with the City, the designer, and the CM/GC and/or PDB to keep all stakeholders informed about the design process, the design decisions being made, and the reasons for these decisions. • Facilitate communications with the public and collaboration among the City, the designer, the CM/GC and/or PDB, and the identified stakeholders during this phase. This may involve organizing public meetings or consultations, ensuring stakeholders have the opportunity to provide input into the design process, managing media relations, and responding to public inquiries and concerns. Support the preparation and dissemination of information materials such as brochures, newsletters, and website updates. • Help manage stakeholder expectations, including providing regular updates on the design process, responding to stakeholder inquiries and concerns, and managing any conflicts or issues that arise.
<p>Phase 2</p>	<ul style="list-style-type: none"> • Continue to implement the communications, public information, and stakeholder engagement strategy. Work with the City, the CM/GC and/or PDB to facilitate communication and collaboration with stakeholders, keep all stakeholders informed about the construction progress, any issues or changes that arise, and how these are being managed. This may involve organizing meetings or consultations, managing communications, and ensuring that stakeholders are kept informed about the construction progress. • Help manage stakeholder expectations during this phase. This may involve providing regular updates on the construction progress, responding to stakeholder inquiries and concerns, and managing any conflicts or issues that arise. • Support the City in facilitating communications with the public, including providing regular updates on construction progress, managing media relations, and responding to public inquiries and concerns.

	<ul style="list-style-type: none"> • Support the preparation and dissemination of information materials such as construction updates, newsletters, and website updates.
Phase 3	

Key Position Skills and Requirements:

- Extensive experience in public relations, communications, stakeholder engagement, or a related field, preferably with a focus on large infrastructure projects or public works. Experience in managing communications and stakeholder engagement for CM/GC or design-build projects would be beneficial.
- Strong facilitation skills, including the ability to organize and facilitate meetings and consultations, manage conflicts and issues, and ensure that all stakeholders feel heard and valued.
- Ideally this person embodies the values of diversity, equity, and inclusion upheld by the City and the Program.
- Excellent written and verbal communication skills and ability to develop clear, concise, and engaging communications for a variety of audiences, and to effectively manage communications with various project stakeholders.
- A comprehensive understanding of public relations principles and practices, including the development and implementation of effective public relations strategies, management media relations, and response to public inquiries and concerns.
- Demonstrated experience building trust and reconciliation with communities where the city has underinvested and are experiencing significant change. Understand the impacts of green gentrification and approaches to mitigating associated community impacts.
- Thoughtfully bring together information from a variety of partners to weave a comprehensive and easy to understand approach to sharing information and engaging the community for input.
- Strong stakeholder management skills, including the identification of the needs and concerns of various stakeholders, and ability to effectively support the City in engaging and communicating effectively with these stakeholders.
- Strong project management skills to adapt to changing project needs and conditions.
- A Bachelor's degree in Communications, Public Relations, Journalism, Business, or a related field is preferred.

Exhibit 12: Utilities Coordination

Short Description:

This function is to verify that all utilities relocation tasks are completed safely, efficiently, and with minimal disruption to the project schedule and to the provision of utility services.

Primary Scope Elements by Phase:

<p style="text-align: center;">Phase 0</p>	<ul style="list-style-type: none"> • Work closely with the City, the designer, and the CM/GC and/or PDB to identify all utilities that may be impacted by the Program. This will involve a detailed review of the project plans and site conditions, as well as consultation with utility providers and regulatory authorities. • Support the City in the development of a draft comprehensive utilities relocation plan. This plan will outline the anticipated tasks required to relocate each utility, the sequence of these tasks, and the resources required as a basis for the CM/GC and/or PDB solicitations. The plan will also identify any potential risks or issues associated with the utility relocations and propose strategies to mitigate these. • Assist in coordinating the utilities relocation tasks with the overall project schedule, working closely with the City the designer, the CM/GC or PDB, and the utility providers to verify that the utility relocations are planned to be completed in a timely and efficient manner, and that they do not disrupt the overall Program schedule.
<p style="text-align: center;">Phase 1 + Phase 2</p>	<ul style="list-style-type: none"> • Continue to provide utilities relocation and construction support by working closely with the City, the designer, the CM/GC and/or PDB, and the utility providers to implement the utilities relocation plan. • Monitor the progress of the utilities relocation tasks and provide regular updates to the City and other stakeholders. Support the City in managing any issues or changes that arise and ensure that these are addressed in a timely and effective manner. • Support the City in documenting that all utilities relocation work meets the required standards and regulations. This will involve regular inspections and quality checks, as well as liaison with regulatory authorities as needed.
<p style="text-align: center;">Phase 3</p>	

Key Position Skills and Requirements:

- Extensive experience in utilities relocation and construction, preferably within the context of large infrastructure projects or public works. Experience in managing utilities relocation for CM/GC and/or PDB projects would be beneficial.
- A comprehensive understanding of utility systems, including electrical, water, sewer, railroad, and transportation systems. They should also be familiar with the technical aspects of utilities relocation and construction, and with the relevant standards and regulations.
- Strong project management skills, including the ability to plan and manage multiple tasks and projects simultaneously, and to adapt to changing project needs and conditions.
- Strong problem-solving skills, including the ability to identify potential risks or issues associated with the utilities relocation tasks, and to develop and implement effective mitigation strategies.
- A Bachelor's degree in Civil Engineering, Construction Management, or a related field is preferred.

Exhibit 13: Real Estate Coordination

Short Description:

This function is to provide staff augmentation to support the City’s identification and required acquisition of real estate for the Program, temporary easements to support construction, and permanent easements.

Primary Scope Elements by Phase:

<p style="text-align: center;">Phase 0 + Phase 1</p>	<ul style="list-style-type: none"> • Work closely with the City identify all real estate acquisition needs for the Program. This will involve a detailed review of the project plans and site conditions, as well as consultation with city planners, real estate experts, and regulatory authorities. • Support the City in developing a comprehensive real estate acquisition plan. This plan will outline the properties that need to be acquired, the sequence of these acquisitions, and the resources required. The plan will also identify any potential risks or issues associated with the real estate acquisitions and propose mitigation strategies. • Assist in coordinating the real estate acquisition tasks with the overall project schedule. This will involve working closely with the City, the designer, the CM/GC or PDB, and the City's real estate department to ensure that the real estate acquisitions are completed in a timely and efficient manner, and that they do not disrupt the overall project schedule.
<p style="text-align: center;">Phase 2</p>	<ul style="list-style-type: none"> • Continue to provide real estate acquisition support. They will work closely with the City, the CM/GC and/or PDB, and the City's real estate department to implement the real estate acquisition plan. • Support the City in monitoring the progress of the real estate acquisition tasks and support the resolution of any issues or changes that arise and ensure that these are addressed in a timely and effective manner. • Support the City in ensuring that all real estate acquisitions comply with required policies and regulations.
<p style="text-align: center;">Phase 3</p>	

Skills and Requirements:

Key staff/lead not required. RFQ should require a description of capabilities and capacity to support this function.

Exhibit 14: Subcontracting, Procurement, and Workforce Requirements

Short Description:

This function is to provide staff augmentation in support of the City’s implementation various subcontracting goals and workforce requirements, including requirements and compliance associated with or required by funding sources.

Primary Scope Elements by Phase:

Phase 0 + Phase 1	<ul style="list-style-type: none"> • Work closely with the City identify all of the various subcontracting, procurement, and workforce requirements associated with the Program, including SBE and DBE requirements, potential project labor or workforce agreement requirements, procurement requirements (e.g., Buy America and similar). • Support the City in developing a comprehensive plan for meeting all such requirements and identifying requirements for the CM/GC and/or PDB in advance of the procurement process, integrating these requirements into the RFQ and RFP. • Assist in developing compliance tracking and monitoring process to ensure all requirements are identified and complied with.
Phase 2	<ul style="list-style-type: none"> • Assist the City in monitoring the CM/GC’s and/or PDB’s compliance with all required subcontracting, procurement, and workforce-related requirements.
Phase 3	

Skills and Requirements:

Key staff/lead not required. RFQ should require a description of capabilities and capacity to support this function.

Exhibit 15: Program Management Advisory Group

Short Description:

This function to provide high-level, executive advisory services to the City and its WATR Program leadership on a continuous basis though the life of the Program.

Primary Scope Elements by Phase:

<p>Phase 0 + Phase 1 + Phase 2 + Phase 3</p>	<p>The scope of work for engaging executive-level advice and mentorship from companies that have administered large and successful infrastructure programs in the past could include the following:</p> <p><u>Program Strategy Development</u> Work with City executives to refine the comprehensive strategy for the infrastructure program. This will involve reviewing the City's goals and constraints, identifying potential opportunities and challenges, and developing a strategic plan that aligns with the City's needs and resources.</p> <p><u>Best Practices and Lessons Learned</u> Share best practices and lessons-learned from previous experience with large infrastructure programs. Include insights on project management, stakeholder engagement, risk management, procurement, design and construction, and operations and maintenance.</p> <p><u>Executive Coaching and Mentorship</u> Provide coaching and mentorship to City executives, helping them to develop the skills and knowledge needed to successfully manage the infrastructure program. This could involve one-on-one coaching sessions, group workshops, and ongoing support and guidance.</p> <p><u>Governance and Organizational Structure</u> Assist the City in maintaining an effective governance and organizational structure for the Program. This could involve developing roles and responsibilities, decision-making processes, and communication and reporting structures.</p> <p><u>Risk Management</u> Work with City executives to identify potential risks associated with the Program, and to develop strategies to mitigate these risks. This could involve conducting risk assessments, developing risk management plans, and providing training and support on risk management.</p> <p><u>Performance Monitoring and Evaluation</u></p>
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	<p>Help the City to establish a system for monitoring and evaluating the performance of the infrastructure program. This could involve developing performance indicators, setting up monitoring systems, and providing training and support on performance evaluation.</p> <p><u>Stakeholder Engagement</u></p> <p>Provide guidance on effective stakeholder engagement, helping the City to build strong relationships with key stakeholders such as residents, businesses, government agencies, and community groups.</p> <p>This is a periodic engagement to support coaching and mentorship, providing guidance as required.</p> <p>Throughout the engagement, the advisor will provide ongoing support and guidance to City executives, helping them to navigate the challenges and opportunities associated with the infrastructure program.</p>
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Key Position Skills and Requirements:

- Extensive experience in managing large infrastructure programs, preferably waterway projects within a city or municipal context, including proven record of successfully delivering complex programs on time and within budget.
- Strong leadership skills as senior executive and mentor, including the ability to inspire and motivate others.
- Strong strategic thinking skills, including the ability to offer effective strategies for large infrastructure programs, considering a wide range of factors such as technical requirements, financial constraints, regulatory requirements, and stakeholder needs.
- Strong mentoring skills, including the ability to provide guidance and support to City executives, helping them to develop the skills and knowledge needed to successfully implement the Program.
- An understanding of the local context, including the City's infrastructure needs, the regulatory environment, and the key stakeholders.
- Experience leading the activities of an advisory panel and facilitating effective guidance and expertise to inform/advance program outcomes.

EXHIBIT B

Rates

Attachment 2
PRIME TEAM MEMBERS

Prime: HNTB Corporation

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.
Adaptive Management Staff	Provides Adaptive Management Services for design, construction, maintenance specifications and field evaluations and reporting	\$170.11
Asset Management Lead	Leads Assessment Management Services	\$316.65
Biologist	Provides biology services for the project.	\$155.22
Budget and Cost Management Lead	Manages budget and cost for Program of Projects	\$268.51
CADD Manager	CADD	\$219.53
CADD Specialist I	CADD	\$110.85
CADD Specialist II	CADD	\$139.14
Change Management Lead	Provides Change Management for Program of Projects	\$235.45
Construction Engineer	Construction oversight	\$155.93
Construction Inspector I	Construction oversight	\$110.83
Construction Inspector II	Construction oversight	\$139.15
Construction Inspector III	Construction oversight	\$155.93
Construction Lead-Senior	Construction oversight lead	\$209.84
Construction Manager	Manages Construction Oversight Program	\$248.41
Contract Management	Provides Contract Management for Alternative Delivery Procurement	\$231.34
Cost Estimator I	Cost Estimating	\$188.17
Cost Estimator II	Cost Estimating	\$297.67
Cost Estimator Lead	Cost Estimating	\$311.96
Deputy Project Manager	Deputy Project Manager	\$361.32
Deputy Project Quality Manager	Quality Assurance	\$239.42
Digital Technology Lead	Technology	\$319.31
Document Controls Specialist 1	Document Controls	\$174.07
Document Controls Specialist 2	Document Controls	\$185.86
Drone Pilot and Mobile Data Collector	Drone pilot and field data collection	\$225.71
Ecologist	Provides ecology services for the project.	\$164.79
Engineer I	Engineering & Design	\$139.15
Engineer II	Engineering & Design	\$170.10
Engineer III	Engineering & Design	\$198.74
Engineering Discipline Manager	Engineering & Design	\$354.79
Environmental & Permitting Lead	Leads Environmental & Permitting	\$369.58
Environmental Planner I	Environmental documentation and permitting	\$124.38
Environmental Planner II	Environmental documentation and permitting	\$139.15

Environmental Planner III	Environmental documentation and permitting	\$149.23
Environmental Planner IV	Environmental documentation and permitting	\$207.93
Equity & Diversity Specialist	Equity and diversity	\$220.24
Geospatial System Developer II	GIS	\$157.11
Grant Application Lead	Grant Financial and Funding SME	\$397.31
Grant Writer	Prepare grants	\$179.07
Grant Manager	Strategic management of grants for Program	\$538.24
Graphic Designer	Public Outreach Support	\$160.40
Landscape/Urban Designer I	Landscape/Urban Designer	\$113.07
Landscape/Urban Designer II	Landscape/Urban Designer	\$139.15
Landscape/Urban Designer III	Landscape/Urban Designer	\$155.93
Manager - Landscape Architecture	Landscape Architecture	\$339.62
Multimodal Planning Lead	Multimodal Planning	\$321.28
Owner Advisory Manager	Manages the owner advisory services team for the program	\$414.87
Planner I	Planner I	\$124.38
Planner II	Planner II	\$139.15
Planner III	Planner III	\$141.76
Planner IV	Planner IV	\$184.84
Principal Landscape/Urban Designer	Principal Landscape/Urban Designer	\$221.30
Principal Planner	Principal Planner	\$305.70
Principal-In-Charge	Project Oversight	\$525.06
Procurement Lead	Alternative Delivery Procurement Lead	\$439.14
Program Management Advisory Lead	Owners Advisory Program Management	\$488.39
Project and Document Controls Lead	Project and Document Controls Lead	\$321.13
Project Controls Specialist I	Project Controls Specialist I	\$182.83
Project Financial Analyst	Project Finances	\$141.53
Project Management System & Reporting Lead	Manages the program management information system and program management reporting	\$185.86
Project Manager	Leads the project team, manage program scope, schedule and budget	\$610.41
Project Quality Manager	Quality Assurance	\$337.57
Railroad Coordination Lead	Leads and manages design, approvals and processes with RR companies	\$377.09
Risk Management Lead	Risk Management & Allocation	\$407.28
Schedule Management Lead	Provides Schedule Management for Program of Projects	\$208.85
Scientist I	Environmental	\$105.94
Scientist II	Environmental	\$118.26
Scientist III	Environmental	\$146.94
Scientist IV	Environmental	\$170.73

Scope of Work Change Management Lead	Manages Scope of Work Change Management for Program of Projects completed by alternative delivery contractor.	\$230.54
Sediment Transport Fluvial Geomorphologist	Provides sediment transport and fluvial geomorphology services	\$247.85
Senior Administrative Assistant	Sr Administrative Assistant	\$119.58
Senior Engineer - Track	Track Design	\$401.21
Senior Geospatial System Developer	GIS	\$218.51
Senior Project Analyst	Sr. Project Analyst	\$162.89
Senior Project Engineer	Performs engineering and supervises other engineers and technical staff.	\$246.32
Senior Structural Engineer	Performs structural engineering and supervises other structural engineers and technical staff.	\$334.97
Site Development Planner	Provides planning services for development along the project.	\$269.03
SME - Grants/Funding	Grants	\$503.62
Staff Augmentation Manager	Manages and directs staff augmentation services	\$411.94
Strategic Advisor	Strategic Advisor	\$657.55
Structural Engineer I	Structural Engineering	\$158.12
Structural Engineer II	Structural Engineering	\$215.13
Structural Engineer III	Structural Engineering	\$251.33
Sustainability & Resiliency Lead	Sustainability and resiliency services	\$258.88
Technical Services Lead	Engineering & Design	\$378.45
Technical Writer	Technical Writing	\$135.21
Technology Implementation Manager	Technology and 3D Design	\$368.32

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.

Attachment 2

REIMBURSABLE EXPENSES

Prime: HNTB 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

Copies (8 1/2 x 11")
Copies (8 1/2 x 14")
Red-line copies
Reproducibles

Charge Rate

\$ _N/A_ / each
\$ N/A / each
\$ _N/A_ / S.F.
\$ _N/A_ / page

SUB TEAM MEMBERS

Sub: **BBK Law**

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.
Partner	Advise on federal legal and policy requirements for financing, procuring, and constructing project	\$450/hr
Of Counsel	Advise on federal legal and policy requirements	\$400/hr
Associate	Research and advice on federal legal and policy requirements	\$300/hr
Consultant	Advise on U.S. Army Corps of Engineers policy issues for project	\$250/hr

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: **BBK Law**

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")	\$ _____ N/A/ each
Copies (8 1/2 x 14")	\$ _____ N/A / each
Red-line copies	\$ _____ N/A / S.F.
Reproducibles	\$ _____ N/A / page

SUB TEAM MEMBERSSub: Communication Infrastructure Group (CIG)

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	Executive Oversight	\$226
Chief Creative Officer	Creative Oversight	\$205
Senior Counselor	Executive Oversight	\$205
Sr. Strategic Director	Strategic Counsel	\$200
Counselor III	Project Oversight	\$179
Counselor I	Project Oversight and Coordination	\$148
Account Supervisor	Project Management	\$135
Creative Art Director	Creative Project Management and Graphic Design	\$132
Senior Associate	Project Management and Coordination	\$127
Associate Creative Director	Creative Projects Coordination and Graphic Design	\$121
Associate II	Mid-Level Project Management and Coordination	\$104
Graphic Design	Graphic Design	\$100
Web Designer	Web Design	\$88
Associate I	Project Support	\$88
Administrative	Administrative Support	\$84
Specialist	Entry-Level Project Support	\$71

Account Coordinator	Entry-Level Project Support	\$39

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: Communication Infrastructure Group (CIG)

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

SUB TEAM MEMBERS

Sub: The Conventum Group

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.
Program Manager	Strategic Planning Lead – Grant Strategy, Funding, Government Relations	\$325
Local Government Manager	Lead coordination with local stakeholders	\$275
Senior Project Manager	Program Support	\$230
Project Manager	Program Support	\$175

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: The Conventum Group

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

SUB TEAM MEMBERS

Sub: Economic & Planning Systems, 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.
Managing Principal	Funding and financing with emphasis on local funding options	\$295.85 / 307.69 / 319.99*
Vice President	Funding and financing with emphasis on local funding options	\$147.93 / 153.84 / 160.00*
Senior Associate	Research of local funding options	\$112.70 / 117.21 / 121.90*
Associate	Research of local funding options	\$104.26 / 108.43 / 112.77*

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.

*annual escalation 4%

REIMBURSABLE EXPENSES

Sub: Economic & Planning Systems, 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

EPS charges for its services on a direct cost (hourly billing rates plus direct expenses) not to exceed basis.

SUB TEAM MEMBERS

Sub: ERO Resources Corporation

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	Hourly Rate
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.	240.00
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.	227.00
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.	204.00
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	163.00
Biologist I	Performs or conducts investigations, studies, BAs, BEs, reports. Leads small teams. May have bachelor's degree or higher with 10+ years of experience.	144.00
Biologist II	Performs investigations, studies, BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 7+ years of experience.	120.00
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.	89.00
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0 to 1 years of experience.	80.00
Natural Resource Technician	Performs field sampling and data collection under supervision. May have some college with 0-1 years of experience.	73.00
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.	182.00
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.	166.00
Staff Environmental Planner I	Assists with project work and coordination as directed by Project and senior level planners. Develops scope and cost estimates and	130.00

	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.	
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.	105.00
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.	86.00
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.	210.00
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.	159.00
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.	150.00
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.	89.00
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.	86.00
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.	150.00
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.	154.00
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.	107.00
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.	87.00
Cultural Resource Principal Investigator	Meets Secretary of the Interior (SOI) for permitting cultural resource projects. Oversees all aspects of cultural resource management.	215.00

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.	166.00
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.	107.00
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.	104.00
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.	95.00
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.	92.00
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.	89.00
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.	81.00
Cultural Resource Technician	Assists with archaeological projects under supervision. May have a bachelor's degree and/or archaeological field school. No experience necessary.	72.00
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.	112.00
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.	82.00
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.	77.00
Word Processing/ Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training and experience.	121.00
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.	119.00
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have GED or Diploma.	80.00

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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-Consultant: ERO Resources Corporation

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Off-Road Charge:	\$30/day
Field Equipment:	\$10/day
Black and white copies: 8.5" x 11" at	\$0.15 each
Color copies: 8.5" x 11" at	\$0.30 each
Large-format plots:	\$2 square foot
GPS Rental:	\$125/day
Cultural Resource Data Collector:	\$50/day

CONFIDENTIAL

SUB TEAM MEMBERS

Sub: Exodigo

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 title (i.e., Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer	Conduct detailed surveys (onsite and/or remote), coordinator with utilities, manage traffic control as needed	\$220
Project Manager	Plan, develop and lead the project on time and on task	\$200
Project and Delivery Director	Oversee data processing, map creation, and quality control	\$200
Customer Success	Ensure customer satisfaction, facilitate all business-related tasks	\$175
Data Analyst	Manage data processing, map creation and validation	\$150
Field Coordinator	Conduct onsite scans using specialized equipment to locate underground utilities and anomalies	\$125

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Sub: Exodigo_____

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

SUB TEAM MEMBERS

Sub: HCL Engineering & Surveying, 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.
Principal	Contract compliance/oversight	\$225.00
Director of Surveying & Mapping	Project management, responsible for project deliverables.	\$210.00
Senior Project Manager	Directs surveying operations, client coordination	\$190.00
Project Manager	Provides project supervision	\$180.00
SUE Manager	Directs SUE investigations, client coordination	\$190.00
Senior Project Surveyor	Provides calculation, reports and field oversight	\$165.00
Project Surveyor	In charge of field crews	\$135.00
Field Coordinator	In charge of field crews	\$155.00
Senior CAD Technician	Provides supervision of drafting of surveys	\$145.00
CAD Technician	Provides drafting of surveys	\$125.00
2-Man Crew - Party Chief	Organizes the efficiency of the field survey crew, calculates and records field data	\$160.00
2-Man Crew - Instrument Operator	Performs data collection/stake out with support	\$ 90.00
1-Man Crew - Party Chief	Organizes the efficiency of the field survey crew, calculates and records field data	\$160.00
Utility Locator	Performs utility locates	\$135.00
UAV Pilot	Performs robotic survey data collection	\$125.00
Administrative	Provides administration of project	\$110.00

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: HCL Engineering & Surveying, 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")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.14</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>6.00</u> / page

SUB-CONSULTANT 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 strategy and management; property analysis/cost estimates; acquisition of property rights; business and residential relocations	190
Sr. Project Manager	Day to day project management; acquisition, relocation	170
Project Manager	Day to day project management; acquisition; relocation	150
Sr. ROW Agent	Acquisition; relocation	140
ROW Agent III	Acquisition; relocation	130
ROW Agent II	Acquisition; acquisition support; relocation	110
ROW Agent I	Acquisition support; relocation	100
Admin/Support Staff	Acquisition and relocation support	85
Title Staff	Title research; title commitments	160

The City will not compensate the consultant 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	\$3.80/each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERS

Sub: HDR Engineering, 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.
Sr. Project Professional	Handles or directs the most complex issues within their discipline; Coordinates between technical disciplines; Performs technical work and manages technical staff; Often performs QC review and solve complex problems; More than 20 years of experience.	\$332
Project Professional	A registered professional engineer or accredited position; Fully trained within their discipline; Direct the work of junior staff; 10-15 years of experience	\$297
Real Estate Strategist	Extensive knowledge of real estate acquisition services; Internal and/or national expert and presenter on Real Estate acquisition strategies throughout Colorado; over 30 years of experience.	\$288
Construction Management/Oversight	30+ years of experience in managing and inspecting civil construction projects that may include roads, bridges, structures, pipelines, streetscapes, and more. May be a PE, CCM. May have certifications including CDOT Core Curriculum, ACI, CAPA, ATSSA Traffic Control Supervisor, WAQTC, Transportation Erosion Control Supervisor. Has supervisory experience.	\$299
Communications/Public Outreach Manager	A senior professional trained in communications, journalism, and/or public relations with 10+ years of experience in agency and stakeholder outreach; Leads strategic communications staff; Applies communication strategies to develop public relations plans; Working knowledge of local, state, and federal requirements for public involvement.	\$240
Environmental Specialist	Works to develop scopes and budgets; Well-trained within their respective discipline; Directs the works of junior and mid-level staff; Provides QA/QC of all environmental deliverables; 10+ years of experience.	\$199
Project Coordinator	Project administrative support personnel who provides support for work processing, spreadsheets, scheduling, budget control and communications; Develops project controls and leads internal project set up and review meetings; 15+ years of experience.	\$187
Grant Application Strategy & Monitoring Specialist	A senior officer of the company; Extensive knowledge of strategies to develop project funding; Knowledge of vast resources available for water related projects.	\$480
Commercial Manager	Collaborates with Design-Build and large program delivery teams in establishing, negotiating, and ensuring compliance with contract terms and conditions. Provides commercial guidance and assistance to Project and Design Managers on contract and change management matters, promoting the delivery of quality projects; over 25 years of experience.	\$418

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REIMBURSABLE EXPENSES

Sub: HDR Engineering, 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>at cost</u> / each
Copies (8 1/2 x 14")	\$ <u>at cost</u> / each
Red-line copies	\$ <u>at cost</u> / S.F.
Reproducibles	\$ <u>at cost</u> / page

SUB TEAM MEMBERS

Sub: **Maxx Impact Group**

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.
Lead Civil Rights Consultant	DBE & Workforce Program Oversight	\$263.44
DBE Compliance Officer	DBE Program Implementation	\$156.75
Workforce Development Coord.	Workforce Program Implementation	\$96.77
Marketing & Communication Coord.	Marketing & Communication (As needed)	\$106.31
Project Support	Event & Activities Coordination (As needed)	\$96.82
Project Support	MWBE Safety & Training (As needed)	\$126.17

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: **Maxx Impact Group**

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")	\$ _____ N/A/ each
Copies (8 1/2 x 14")	\$ _____ N/A / each
Red-line copies	\$ _____ N/A / S.F.
Reproducibles	\$ _____ N/A / page

SUB TEAM MEMBERS

Sub: **Michael Baker International**

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 Engineer IV	Technical assistance, analysis, design	\$ 181.00
Civil Engineer III	Technical assistance, analysis, design	\$ 166.00
Civil Engineer II	Technical assistance, analysis, design	\$ 153.00
Civil Engineer I	Technical assistance, analysis, design	\$ 139.00
Civil Associate III	Technical support	\$ 118.00
Civil Associate II	Technical support	\$ 107.00
Civil Associate I	Technical support	\$ 94.00
Senior Engineer; Technical Specialist; Planner V	Technical assistance, analysis, design	\$ 270.00
Senior Engineer; Technical Specialist; Planner IV	Technical assistance, analysis, design	\$ 251.00
Senior Engineer; Technical Specialist; Planner III	Technical assistance, analysis, design	\$ 226.00
Senior Engineer; Technical Specialist; Planner II	Technical assistance, analysis, design	\$ 208.00
Senior Engineer; Technical Specialist; Planner I	Technical assistance, analysis, design	\$ 198.00
Technical/GIS Specialist; Designer; Planner V	Technical support	\$ 181.00
Technical/GIS Specialist; Designer; Planner IV	Technical support	\$ 170.00
Technical/GIS Specialist; Designer; Planner III	Technical support	\$ 153.00
Technical/ GIS Specialist; Designer; Planner II	Technical support	\$ 135.00
Technical/GIS Specialist; Designer; Planner I	Technical support	\$ 118.00

Associate Specialist; Designer; Planner III	Technical support	\$ 107.00
Associate Specialist; Designer; Planner II	Technical support	\$ 93.00
Associate Specialist; Designer; Planner I	Technical support	\$ 81.00
Construction Manager	Construction administration / mgmt	\$ 172.00
Construction Inspector II	Construction administration / mgmt	\$ 138.00
Construction Inspector I	Construction administration / mgmt	\$ 120.00
Project Control Specialist III	Financial project support	\$ 222.00
Project Control Specialist II	Financial project support	\$ 179.00
Project Control Specialist I	Financial project support	\$ 85.00

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: **Michael Baker International**

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")	\$N/A_____/ each
Copies (8 1/2 x 14")	\$ N/A_____/ each
Red-line copies	\$ N/A_____/ S.F.
Reproducibles	\$ N/A_____/ page

SUB TEAM MEMBERS

Sub: OV Consulting, 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.
Principal	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$200
Project Manager	Project Management, Transportation & Urban Planning, Transportation Engineering	\$170
Senior Engineer	Transportation & Urban Engineering	\$165
Engineer II	Transportation & Urban Engineering	\$140
Engineer I	Transportation & Urban Engineering	\$125
Senior Planner	Transportation & Urban Planning	\$145
Planner II	Transportation & Urban Engineering	\$130
Planner I	Transportation & Urban Planning	\$120
Planning Analyst	Analysis	\$95
GIS Analyst	GIS, Data review	\$95
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD Drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$40
Intern	Varying support tasks	\$35

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: OV Consulting, 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")	\$ <u>0.20</u> / each Black/whiet, \$1.00 each color
Copies (11 x 17")	\$ <u>2.00</u> / each
Large format plotter prints	\$ <u>6.00</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

SUB TEAM MEMBERS

Sub: PFM Financial Advisors 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.
Managing Director	Financial Strategy and Debt Structuring	\$435
Director	Financial Strategy, Debt Structuring, Feasibility	\$410
Sr Managing Consultant	Financial modeling and strategy	\$385
Senior Analyst	Financial modeling and reporting	\$335
Analyst	Financial modeling and reporting	\$280

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REIMBURSABLE EXPENSES

Sub: PFM Financial Advisors 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")	\$ <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 MEMBERSFirm Name: Pinyon Environmental, 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/	Responsibilities	Rate/Hr.
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$270
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to	\$255
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations,	\$230
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry	\$210
Task Manager	Coordinates the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry	\$190
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$180
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data	\$155
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$140
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$130
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management	\$130
Project Assistant	Maintain Field Equipment, Data Management	\$95

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

Firm Name: Pinyon Environmental, 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 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.15 / each
Red-line copies	\$ NA / S.F.
Reproducibles	\$0.10 / page

SUB TEAM MEMBERS

Sub: River Works Ltd.

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	Geomorphic studies, sediment transport analysis	\$175/hr.
GIS Analyst	Geomorphic studies, GIS analysis, mapping	\$105/hr.

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: River Works Ltd.

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

SUB TEAM MEMBERS

Sub: SavATree Consulting Group _____

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.
Consulting Arborist		\$200.00
Senior Consulting Arborist		\$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

Sub: SavATree Consulting Group

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>0.00</u> / each
Copies (8 1/2 x 14")	\$ <u>0.00</u> / each
Red-line copies	\$ <u>0.00</u> / S.F.
Reproducibles	\$ <u>0.00</u> / page

SUB TEAM MEMBERS

Sub: Stanton Constructability Services, 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.
Lead Independent Cost Estimator	Lead the cost estimating team in developing an independent cost estimate. Lead OPCC meetings	\$191.69
Structures Cost Estimator	Develop cost estimate for scopes of work relating to structural elements	\$176.94
Civil Cost Estimator	Develop cost estimate for scopes of work relating to civil construction	\$176.94
Earthwork Cost Estimator	Develop cost estimate for scopes of work relating to mass earthwork	\$176.94

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REIMBURSABLE EXPENSES

Sub: Stanton Constructability Services, 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: THK Associates

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 Principle	Landscape Architectural Lead	\$200.00
Principle	Project Management Support	\$150.00
Senior Planner	Community Planning	\$150.00
Senior Landscape Architect	Landscape Design	\$150.00
Landscape Designer	Production	\$100.00
Graphic Designer	Graphics	\$100.00
Accounting	Accounting	\$100.00
Clerical/Admin	Clerical	\$80.00

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REIMBURSABLE EXPENSES

Sub: THK Associates

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>1.25</u> / each
Copies (8 1/2 x 14")	\$ <u>1.75</u> / each
Red-line copies	\$ <u>5.00</u> / S.F.
Reproducibles	\$ <u>.10</u> / page

SUB TEAM MEMBERS

Sub: Yeh 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/Hr.
Principal	Ensure project receives all needed support. Review Schedule, budget.	\$245.00
Senior Project Manager	Responsible for day-to-day management of large projects	\$240.00
Project Manager	Responsible for day-to-day management of limited scope projects	\$210.00
Senior Project Engineer /Geologist	Performs engineering/geological investigations.	\$190.00
Project Engineer / Geologist	Performs investigations, prepares reports.	\$165.00
Staff Engineer / Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$140.00
Engineer / Geologist Intern	Performs calcs, sketches, and works with the supervision of an engineer.	\$ 90.00
Resident Construction Engineer	Manage, schedule, and deliver construction projects. Licensed	\$240.00
Construction Manager	Management of limited scope projects Non- licensed	\$210.00
Construction Observer 3	Inspects construction, submits daily field reports.	\$170.00
Construction Observer 2	Provide Construction Inspection services, written field reports	\$155.00
Construction Observer 1	Provide Construction Inspection services, written field reports	\$135.00
Technician Leader/Supervisor	Provides quality control for field project documentation	\$170.00
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$150.00
Technician 3	Conducts tests on soils, concrete, asphalt. Fully certified	\$125.00
Technician 2	Samples and tests asphalt, concrete, aggregate, and soils.	\$110.00
Technician 1	Samples and tests asphalt, concrete, aggregate, and soils.	\$100.00
CAD Designer	Prepares conceptual studies and designs	\$165.00
CAD Technician	Assists in preparing CAD designs	\$105.00
Project Controller	Monthly B2G audit reporting, prompt payment, MWBE compliance	\$165.00
Administrative Assistant	Contract Coordination, Invoicing, audit reporting	\$ 95.00

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REIMBURSABLE EXPENSES

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Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$0.00 / each
Copies (8 1/2 x 14")	\$0.00 / each
Red-line copies	\$0.00 / S.F.
Reproducibles	\$0.00 / page
Mileage outside the Denver Metro area	\$ current IRS mileage rate
Outside Materials / Services / Supplies	Cost + 10%
Subconsultants / Vendors	Cost + 10%

Exhibit C

Key Personnel

TAB 3

TEAM QUALIFICATIONS/EXPERIENCE – INDIVIDUAL KEY PERSONNEL

3.1 Key Personnel Summary and Program Commitment

Key personnel were selected to provide the highest level of technical excellence for the Waterway Resiliency Program. Acknowledging the diversity of work areas required for the Program, we have handpicked each individual for their knowledge, unique skill set, and background to respond to each specific work area or technical discipline. Below, we highlight the unique qualifications and experience of each of these personnel critical to the success of the SPP team, and illustrated on our team organization chart in Tab 2. Each member of our team is personally committed to the success of the Program and will be available throughout the duration of the contract.



23

Years of Experience

Russ Poppe, PE | Project Manager

HNTB

Russ brings the unique experience of delivering **non-federal sponsor flood risk reduction civil works projects while representing the lead agency in a reimbursement funding scenario with USACE**. He will leverage this experience to support DOTI to achieve the greatest benefits from their non-federal sponsor opportunities, achieving results in a more timely and cost-effective manner and increasing public support. Russ will help DOTI effectively coordinate with the local USACE District, Division and Headquarters as well as the Assistant Secretary to the Army for Civil Works, Office of Management and Budget, and congressional offices for successful project execution. A summary of his accomplishments include:

- Strategic advisor on a \$3.5B bond program increasing the availability, equity and efficiency of Houston's public transit system as well as pedestrian access improvements and regional drainage.
- Led coordination efforts with the US Department of Agriculture's NRCS to obtain over \$70M in funding for post-disaster repairs and infrastructure improvements across Harris County.
- Named one of Engineering News Record's Top 25 Newsmakers in 2018 for unique public meetings to drive strong support for \$2.5B post-Hurricane Harvey bond issue.
- Managed over \$2.4B in assets and led the preparation of a \$2.5B bond program approved by over 85% of Harris County voters; efforts strategically increased project production to complete the program in less than 15 years.
- Secured a \$28M grant under a NRCS pilot program to restore three previously developed areas into stormwater detention basins, helping reduce flood risks while increasing air and stormwater quality.
- Developed a Project Prioritization Framework that considered equity and SVI to determine project priorities for construction.
- Inaugural member and unanimously voted as chairman of the Region 6 Flood Planning Group, which was one of 15 groups responsible for creating a statewide flood plan in collaboration with the Texas Water Development Board.



30

Years of Experience

Tom Poer, PE, PMP, ENV SP, F. SAME | Owner Advisory Manager

HNTB

Tom brings experience for management of stakeholders and teams for complex flood damage reduction, green infrastructure, and ecosystem restoration projects for USACE and municipal clients. As a water resources engineer, he has provided technical analysis of creeks and rivers and worked with clients to find the optimal and resilient solution to their community's problem. A project management professional, he has work-planned, staffed, budgeted, coordinated, and delivered many water infrastructure projects. He understands how to track and mitigate risk from project inception to ribbon cutting. Experienced in project advocacy through the federal budgeting process, Tom has been able to assist municipalities to bring hundreds of millions of dollars back to their communities.



30

Years of Experience

Rod Lacy, PE | Staff Augmentation Manager

HNTB

Rod's vast public and private sector experience with civil infrastructure projects includes design, project management, program management, alternative delivery, construction, maintenance and operations. He will collaboratively engage DOTI, stakeholders and the alternative delivery contractor from project onset to effectively manage risk, build consensus, develop innovative solutions and maximize the project scope at the best price. Rod has successfully delivered two 10-year, multi-billion-dollar infrastructure programs for the Kansas Department of Transportation, collaborating with environmental, planning, engineering, construction, operations and maintenance (O&M), elected officials, stakeholders, regulatory agencies, and the public to deliver on time, under budget, and with community buy-in. He also served as the project director for the I-35 and I-335 Bridge Raising for Kansas Turnpike Authority (KTA) – the agency's first PDB project. Rod directed the development of innovations that allowed the KTA to complete the improvements at a lower cost and with a significantly quicker delivery process, spurring the KTA to adopt some of the innovations into its standard details.



25

Years of Experience

Chris Tagert, PE, CFM | Technical Services Lead

Michael Baker International

With over two decades of project management experience on stormwater planning and design projects, Chris excels at managing large teams on complex projects with design fees over \$1M and concurrent phasing. Chris uses his experience to be an involved and proactive leader, empowering his teams to identify solutions to issues, and ensuring that we are delivering projects that align with our client's vision. Managing several multi-year, multi-objective projects, Chris has exceptional experience developing and executing large-scale programs that have technology and community engagement as key areas of emphasis. Having worked on water resource, flood control, stream restoration, and stormwater projects for FEMA, NRCS, USACE, and HUD, Chris also understands how to navigate local and federal requirements to achieve project success.



25

Years of Experience

Brian Partington, PE | Environmental & Permitting

Pinyon Environmental

Brian is skilled in identifying environmental risks, and opportunities. Brian is immersed in CCD processes, expediting services at all levels of on-call task administration while providing coordination, technical consultation, quality, and delivery of superior work products. Brian co-authored the CCD's Regulated Asbestos Contaminated Soil Management Plan, and is routinely assigned the CCD's most challenging sites, including those with logistical and political implications. Brian is extremely familiar with the project area, having supported projects along the entire South Platte River and Weir Gulch reaches including several South Platte River Trail projects, the 8th Avenue Bridge Replacement, Confluence Park, 33rd Street Outfall, the Globeville Levee, Arkins Park and Promenade, and several others. Brian will have the support of HNTB's Lisa Sakata, who will leverage her expertise in NEPA compliance.



30

Years of Experience

Steve Howe, PE | Procurement/Alternative Delivery Strategy (DB/PDB/CMGC)

HNTB

Throughout his career in program management, Steve has assisted 26 agencies in 17 states with the successful delivery of more than \$16 Billion in civil infrastructure projects, including those using DB, PDB, CMGC, and P3 delivery. He pulls from this vast experience to help clients evaluate, develop and implement alternative contracting approaches for their most complex projects, having guided nine agencies through their first alternative delivery projects. He is currently providing advisory services for two progressive design-build projects: the \$520 Million Hood-River White Salmon Bridge Replacement on the Oregon-Washington border, and the \$3 Billion Brent Spence Bridge Project on the Kentucky-Ohio border.



13

Years of Experience

Suresh Kataria, PE, PRMP | Risk Management & Allocation

HNTB

Adept at interpreting agency requirements and implementing new risk management processes, Suresh helps clients implement programmatic and project delivery risk management on large, complex public infrastructure projects. His experience includes evaluating financial exposure of retained/transferred risks between owners and contractors; developing project implementation plans; and developing risk allocation and risk sharing for alternative delivery procurements such as design-build and P3. Suresh was the program risk manager and program lead risk analyst for the California High-Speed Rail project, where he implemented a web-based risk management system for key individuals to access risk information throughout the project.



40

Years of Experience

Kevin Shanks, PLA, ASLA | Landscape Architect

THK Associates

Kevin has 40 years of experience working in Colorado Watersheds. He is Vice-President and Principle of THK, managing the Landscape Architecture and Planning Departments and overseeing all design and planning projects undertaken by the firm. He has dedicated a considerable part of his career to the converging goals of reestablishing healthy waterways and maintaining their recreational use. He has experience working in all major River Corridors impacting all the major Front Range Cities of Colorado including the South Platte, Big Thompson, Arkansas, Purgatory, and Cash La Poudre Rivers.



19

Years of Experience

Moneka Worah | Adaptive Management Implementation & Monitoring

ERO Resources

Since 2004, Moneka has worked as a natural resource specialist and provides expertise in Clean Water Act (CWA) Section 404 permitting, Endangered Species Act (ESA) compliance, and NEPA compliance.. She provides expertise with wetland delineations, stream and wetland functional assessments, wetland and riparian restoration, and the development of mitigation and adaptive management plans. Moneka supports stream restoration, water supply, infrastructure, residential and commercial development, and renewable energy projects.





28

Years of Experience

Matt Pillard, AICP | USACE Coordination/Interface

HDR

Matt has coordinated with USACE on behalf of municipal clients, and has worked directly on USACE projects for over 15 years. His project experience includes large civil infrastructure projects specifically involving ecosystem restoration, flood risk management, threatened and endangered species, hazardous materials, and historic properties. His involvement spans project phases from establishing requirements and procurement, through design and construction, to long-term operations and maintenance. His extensive understanding of USACE practices, procedures, and culture gives him a unique perspective, which he can use to find creative solutions to permitting and documentation requirements. He is experienced with Section 404 of the Clean Water Act requirements including development of Section 404(b)(1) showing documents.



16

Years of Experience

Robert Wahr, CEP | Estimating/Independent Cost Verification & Program & Document Controls

HNTB

With experience in both the design and construction industries, Rob understands how to work with clients to develop accurate, viable cost estimating programs that meet critical schedule milestones for timely construction – particularly for large-scale iterative programs like the WATR Program. His project controls experience includes leading estimating teams, risk management, cost estimating, constructability analysis and change & claims management. Rob served as the lead estimator for the \$1 Billion USACE Gulf Intracoastal Waterway Pump Station project, leading the design growth estimates through 100% design to establish a lump sum firm fixed price – a critical component for delivering design packages to the construction team on time. Rob will work with Stanton’s Marko Palo to independently verify costs and compare for a comprehensive cost verification at the start of the project.



31

Years of Experience

Todd Hopkins | Construction Management QA/QC Support

HNTB

Todd provides construction management oversight for institutional and government projects throughout Colorado, with expertise in project management, quality assurance/quality control (QA/QC) and inspections. Passionate about stewardship of public tax dollars, Todd collaborates with owners and stakeholders to develop rigorous independent QA programs that adhere to agency standards and deliver quality work on time and on budget. As Contractor Quality Control Manager (CQCM) for the USACE Childhood Development Center design-build project at the Ft. Carson Army Base, Todd helped deliver his employer’s first USACE contract under budget and ahead of schedule, and received the Essayons Award from USACE for exceptional project delivery.



16

Years of Experience

Tara Bettale | Agency, Stakeholder & Community Engagement

HDR

Tara leads HDR’s Colorado Strategic Communications team. She is a skilled project manager with the experience to design custom strategies that work within the scopes and budgets of different task orders, as she did with DOTI’s bond-funded Protected/High Comfort Bikeways Outreach Program. Her approach to each project is tailored specifically to the community with the understanding that meaning is context-specific. She understands how to break down barriers to get meaningful feedback from communities who are historically underrepresented in these types of transformative projects. Her strategies include improving public access to projects by translating complicated, technical concepts into clear information and stories worth caring about.



16

Years of Experience

Todd Scharra, PE | Utilities Coordination

HDR

Todd currently leads HDR’s utility investigation efforts in Colorado, and has managed SUE for transportation, water, industrial, and power projects within the state, including on the current North Federal Boulevard Pedestrian Improvements Project between 23rd and 27th Avenues. He has experience steering projects involving complex utility coordination and oversight throughout design, developing utility modification plans, coordinating traffic control and innovative construction staging, recommending utility routing and mitigation solutions, and coordinating field relocations during construction. He will work with discipline leads to determine where full SUE investigations are required within the project footprint.



33

Years of Experience

Greg Jamieson | Real Estate Coordination

HDR

Greg is a senior ROW manager with comprehensive experience managing public multimillion-dollar ROW projects and programs. He spent over 14 years as a CDOT ROW manager, where he led a diverse team providing cradle-to-grave ROW services and successfully defined, valued and acquired ROW for some of CDOT’s biggest design-build corridor projects in recent years, including T-REX, U.S. 36 Managed Lanes and U.S. 6 Bridges. His unique blend of experience working as an engineer, attorney, and ROW manager distinguishes him as an exceptional problem solver who can collaborate with clients and stakeholders to redefine the boundaries of what’s possible with ROW delivery. Greg will be supported by Jay Parker (HC Peck), the COO of the firm’s title, title insurance, and escrow/closing group who was directly involved in all major railroad acquisitions for RTD’s FasTracks program.



15
Years of Experience

Michael Washington | Equity Advisor/Subcontracting, Procurement, & Workforce

HDR

As the Colorado Equity Lead, Mike collaborates with HDR’s clients across business groups to shape and integrate equity and justice priorities for state and local agencies. His experience includes advising and facilitating client programs for federal policy and legislative advocacy, equitable strategic and capital improvement planning, governance and procurement, and economic and workforce development. He is skilled at leading conversations around building systems and programs that lead to socially equitable outcomes, co-creating solutions with the community along with elected officials and agency management. He previously served as the Small Business Manager at RTD, where he reimagined and then led RTD’s DBE and SBE programs, establishing and monitoring S/DBE goals for over \$1B in federally and locally funded business contracts.



15
Years of Experience

Emily Hauber | Funding/Finance Lead

The Conventum Group

Emily Hauber is the President and CEO of the Conventum Group. She brings 15 years of government relations, public policy and project development experience at the federal, state, and local level building successful partnerships with diverse stakeholders both in the public and private sector to redefine and advance public policy on a broad range of issues. Prior to founding the Conventum Group, Emily served in Denver Mayor Michael B. Hancock’s administration as the Executive Director of the Office of Performance-Based Infrastructure. In this role, she led project development and procurement efforts with the private sector to complete major infrastructure projects and other programs through long-term, performance-based procurements. She was also the Director of Federal and State Affairs for Mayor Hancock, leading the City’s federal and state relations programs responsible for strategy development and implementation of federal and state legislative and regulatory agendas as well as intergovernmental work.



11
Years of Experience

Noah Jolley, PE | Program Management Advisory Group Lead/Alternative Delivery Strategy, P3 Development

HNTB

Noah specializes in structuring large, complex infrastructure programs and innovative delivery methods, including P3 and collaborative contracting models. Noah provides strategic advisory services to C-suite decision makers at public organizations, leveraging his background in commercial development and private equity – plus his strong relationships with national market participants – to maximize market interest and value for complex programs. Noah previously assisted the Georgia Department of Transportation with pivoting from an availability payment model to a revenue risk approach for their multibillion-dollar express lanes program; he restructured components of the project agreement to introduce innovative risk sharing concepts and garner more robust market participation during the procurement process.



24
Years of Experience

Darin Welch | ONE DATA Digital Solutions

HNTB

Darin’s expertise in geospatial systems integration, technology project management, enterprise GIS implementation and application development allows him to craft collaborative, integrated common data environments (CDE) for civil infrastructure projects. His ONE DATA approach cohesively integrates project data into one authoritative source where clients and project team can efficiently access the right data to facilitate informed decision-making and accelerate the project. His ONE DATA approach was instrumental in accelerating the project schedule from 18 to nine months for the San Diego Association of Governments (SANDAG) Regional Transportation Plan. Darin and his team consolidated transit, mobility, environmental, demographic, community, and modeling data into a single Esri ArcGIS platform, giving the team access to the integrated data they needed to meet critical planning milestones.

Exhibit 3.1: Key Staff Availability

KEY STAFF AVAILABILITY Key Individual Role	Firm	% availability for contract	% other workload
Russ Poppe, PE Project Manager	HNTB	80%	20%
Tom Poer, PE, PMP, ENV SP, F. SAME Owner Advisory Manager	HNTB	60%	40%
Rod Lacy, PE Staff Augmentation Manager	HNTB	80%	20%
Chris Tagert, PE Technical Services Lead	MBI	50%	50%
Brian Partington, PE Environmental & Permitting	Pinyon	50%	50%
Steve Howe, PE Procurement/Alternative Delivery	HNTB	50%	50%
Suresh Kataria, PE, PRMP Risk Management & Allocation	HNTB	30%	70%
Kevin Shanks, PLA, ASLA Landscape Architect	THK	50%	50%
Moneka Worah Adaptive Management Implementation & Monitoring	ERO	50%	50%
Matt Pillard, AICP USACE Coordination/Interface	HDR	30%	70%
Rob Wahr, CEP Program & Document Controls, Estimating/ICE	HNTB	40%	60%
Todd Hopkins Construction Management QA/QC Support	HNTB	75%	25%

KEY STAFF AVAILABILITY Key Individual Role	Firm	% availability for contract	% other workload
Tara Bettale Agency, Stakeholder & Community Engagement	HDR	50%	50%
Todd Scharra, PE Utilities Coordination	HDR	35%	65%
Greg Jamieson Real Estate Coordination	HDR	35%	65%
Michael Washington Subcontracting, Procurement, and Workforce Requirements	HDR	45%	55%
Noah Jolley Program Management Advisory Group Lead/Alternative Delivery	HNTB	50%	50%
Emily Hauber Funding and Finance Lead	Conventum	50%	50%
Darin Welch Asset Management; Reality Capture and Mobile Collection-ONE DATA	HNTB	40%	60%

ASSURANCE OF STAFF

The SPP team will scale other workloads, as needed, to make sure that the staff proposed will be the staff assigned, visible, and working on the project. We recognize DOTI and CCD are staffed with best-in-class professionals tasked with planning and executing on one of the most transformative restoration projects in Denver’s history. The HNTB led team has been assembled specifically to provide resource capacity to DOTI as an extension of staff and in a blended team environment. Internally, our team has been structured to promote communication and clear lines of responsibility. Russ has managed similar co-located team efforts for the Harris County Flood Control District to support execution of a \$2.5B bond program where an additional 100 staff were added via augmentation contracts to help address workload issues and ultimately became integral team members co-located with HCFCD staff. **This team is fully committed to Denver and the Waterway Resiliency Program for the duration of the contract.**

The SPP team offers:

- Swift access to local and national expertise
- Simultaneous management of multi-disciplinary staff across assignments
- Flexibility to accommodate staffing shifts with ample technical capacity
- Involvement of local subconsultants to bolster our team as required

3.2 Additional Named Personnel and Resources

On-call contracts differ from project-based contracts, often extending over a more extended period and requiring diverse disciplines. The South Platte Partner’s wealth of experienced professionals offer DOTI the assurance of comprehensive contract completion. We carefully crafted this team for their unique expertise with DOTI, and their depth of knowledge of the River and its surrounding developments. Additionally, each team member was chosen for their scope specialty. We have included multiple names for almost all roles from a variety of our partner firms. This resource depth enables us to handle various staff augmentation needs concurrently for DOTI, supplemented by national experts. More staff is included in the appendix.



30
Years of Experience

Beth Vogelsang, AICP | Planning & Development Strategic Advisor; Health Impact Analysis

OV

Beth brings a wealth of knowledge in urban land use and transportation planning and a comprehensive understanding of the historic and current-day practices that shape our urban communities. Beth has a unique ability to integrate livable community design, placemaking, connectivity, and resiliency through open and transparent communication and project management. She has led numerous studies, plans, and programs for the City and County of Denver including most recently the West Area Plan, the I-25/South Platte River Framework Study, the Healthy River Corridor Study, the South Platte River Needs Assessment, 41st & Fox Next Steps Study, and the Globeville Stormwater Systems Study.



16
Years of Experience

Janelle Carey | Grant Apps & Monitoring

HNTB

Janelle brings significant knowledge of local, state and federal grant programs, including FTA, FRA, FHWA, and OST. For the past several years, she has provided DOTI with grant program support and advocacy, giving her an understanding of numerous DOTI and city policies/initiatives. She will work with DOTI leadership and the project team to identify and secure grant opportunities, modify the funding strategy as the program advances and align funding requests with the program’s delivery strategies. She recently led the quality control for the winning Texas General Land Office’s Community Development Block Grant Mitigation grant application, which will fund floor monitoring tools to protect the traveling public during rain events.



25
Years of Experience

Andrew Knudtsen, CCIM | Funding/Finance

EPS

Andrew Knudtsen, EPS Managing Principal, draws from over 25 years of consulting experience developing funding and financing strategies for large scale urban infrastructure and catalytic real estate projects. His financing strategy projects have covered infrastructure projects such as light rail and bus transit systems, waterways, and municipal raw water acquisition needs. Catalytic real estate includes public private partnerships for primary employment, mixed use development in conjunction with sports arenas, and real estate associated with transit stations and hubs projects. In all of his financing work, Andrew integrates public and private resources, and leverages private capital and market opportunities to address the needs of the public realm.

Exhibit D
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)

12/4/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17429903 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 0769451	1/1/2024	1/1/2025	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 - COMPI/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0769453	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 HNTB Job #77893; On-Call Professional Services If required by written contract, the City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insureds as respects General and Auto Liability subject to the terms, conditions and exclusions of the policy, which shall be considered primary and non-contributory. If required by a written contract, Waiver of Subrogation applies, subject to policy terms and conditions. Severability of Interests applies on the General Liability Policy subject to the policy terms and conditions. Insurer will provide 30 days' notice of cancellation, with 10 days' notice for non-payment of premium.

CERTIFICATE HOLDER 17429903 City and County of Denver 201 West Colfax Avenue, Dept 601 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

4/24/2023

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

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 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: _____
INSURED 1445015 HNTB CORPORATION 1700 LINCOLN STREET, SUITE 2450 DENVER CO 80203 #057	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
	INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** 17092693 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	Y	LDUSA2304553	5/1/2023	5/1/2024	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: HNTB JOB #77893; ON-CALL PROFESSIONAL SERVICES. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. PROFESSIONAL LIABILITY RETROACTIVE DATE: FULL PRIOR ACTS.

CERTIFICATE HOLDER

CANCELLATION See Attachment

17092693 CITY AND COUNTY OF DENVER ATTN: EXECUTIVE DIRECTOR 201 WEST COLFAX AVENUE, DEPT 601 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
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