

## ON-CALL PROFESSIONAL SERVICES AGREEMENT

between

**THE CITY AND COUNTY OF DENVER**  
and  
**HNTB CORPORATION**

Contract Number: 202578141-00

**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 715 Kirk Dr, Kansas City, MO 64105.

### RECITALS

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), desires to secure certain readily available professional services to support the City’s Sidewalk Enterprise Program on an “as needed” and “on-call” basis (the “Program”).

2. The Consultant represents that it has the present capacity, experience, and qualifications to provide professional services including program management, program controls, program planning, program communications, preconstruction services, and implementation services for the Program.

3. In response to the City’s Request for Qualifications, 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 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 hereby designates Geneva Hooten (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. Without limiting the foregoing, the Consultant and the Consultant's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

**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 on-call professional services as assigned by the City from time-to-time by written task order ("Task Order"), on an as-needed basis, in accordance with the terms and conditions of this Agreement. 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, and industry standards.
- (c) All professional services or deliverables provided under this Agreement shall be adequate and sufficient for the project or task and its intended purpose, 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.

**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. Should all task work exceed such cost, the Consultant agrees to complete the task at no additional cost to City and, in a manner acceptable to the City.

**2.04 Coordination and Cooperation.**

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing Work item through all phases of each assigned task. Such coordination shall consist of regular progress and review meetings with the City, work sessions with 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.
- (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) working 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 experienced program management support 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 (described in section 3.03, below), 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.
- (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 Program and the Work described in this Agreement.
- (f) A NTP may pertain to all or portions of each Task Order. The Consultant shall obtain a 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 **FIFTEEN MILLION DOLLARS AND ZERO CENTS (\$15,000,000.00)**. 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 Executive Director that a lawful appropriation sufficient to cover the entire cost of such additional Work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a 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 when the agreement is fully executed and shall expire three (3) years after that date, 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.

**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, upon written notice effective immediately, at any time if the Consultant's Services become unsatisfactory. However, 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 project 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 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 the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the Executive Director, 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.

**5.03 Minority and Women-Owned Business Enterprises.** This Agreement is subject to Article III of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”). Therefore, Consultant must satisfy the requirements for Minority and Women-Owned Business Enterprise (“MWBE”) participation as set forth in **Exhibit D** attached hereto. These requirements are in addition to all other equal opportunity employment requirements set forth in this Agreement.

**5.04 Compliance with Denver Wage Laws.** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**5.05 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. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, DRMC. The City is a tax exempt entity.

**5.06 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.

**5.07 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.

**5.08 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, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

**5.09 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 E**, 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.

**5.10 Defense and Indemnification.**

- (a) Consultant hereby 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 relating to the Work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Consultants or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- (b) Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of the claimant’s damages.
- (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.

**5.11 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.*

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

- Exhibit A Consultant’s Scope of Services
- Exhibit B Consultant’s Rates
- Exhibit C Consultant’s Key Personnel
- Exhibit D Minority and Women-Owned Business Enterprise Requirements
- Exhibit E 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  
Exhibits A through E

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

**5.14 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).

**5.15 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, will 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.
- (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.

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

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

**5.18 Taxes, Charges and Penalties.** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance 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.

**5.19 Proprietary or Confidential Information.**

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

- (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.

**5.20 Use, Possession or Sale of Alcohol or Drugs.** The Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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.

**5.21 Disputes.** All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by 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.

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

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

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

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

to the City: Department of Transportation and Infrastructure  
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 17<sup>th</sup> Street, Suite 2000  
Denver, Colorado 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.

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

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

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

**5.29 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.

**5.30 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.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**Contract Control Number:** DOTI-202578141-00  
**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:

\_\_\_\_\_

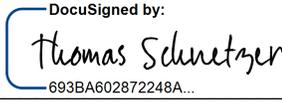
\_\_\_\_\_

By:

\_\_\_\_\_

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

DOTI-202578141-00  
HNTB CORPORATION

By:  \_\_\_\_\_  
693BA602872248A...

Name: Thomas Schnetzer  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT A

**Consultant's Scope of Services**

## Program Management & Controls

### **Definition:**

Work in this category will include professional services related to the development and implementation of best practices, procedures, tools, and techniques related to the administration and implementation of the Sidewalk Program as well as comprehensive support, management, and coordination of Program controls for the program.

### **Scope Elements:**

- Provide Program Management and Controls services in alignment with DOTI Program Management Standards. DOTI currently follows Project Management Institute (PMI) Standard for Program Management, 4<sup>th</sup> edition, 2017, but may elect, at the City's sole discretion, to follow other industry standards. More information can be found at the following link: <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Transportation-and-Infrastructure/Documents/Program-Standards>
- **Program Management**
  - Program Management services include developing, managing, and maintaining Program governance and Charters as well as Management Plans for effective Program administration (Program Management Plan, Risk Management Plan, Communications Management Plan, Quality Management Plan, and other management plans)
  - Manage Program level risks and align risk response strategies with Program objectives.
  - Oversight and administration of agreements with regulatory agencies, utilities, and other external agencies
  - Assist the City in identifying opportunities, developing options, and managing resources Program-wide for accelerating Implementation
  - Assess challenges and opportunities to maximize Program success throughout the term of this contract
  - Provide Program administrative support including meeting agendas & minutes, reporting, presentations, and correspondence as required
  - Provide an annual audit of Program governing documents (Charter and Program Management Plan) to verify Program compliance and propose opportunities for improvement
  - Program Management Services specifically excludes design oversight and design process management.
  - Other duties as identified.
- **Program Controls**
  - Monitoring and controlling risks to ensure effective mitigation strategies are developed and maintained
  - Assist and develop technical documents related to Program annual budgeting and reporting in alignment with the Program Management Plan
  - Assist the City in identifying opportunities, developing options, and managing resources to accelerate Implementation related to Controls management activities
  - Create and update the Program master schedule regularly, but no less than monthly, to include current milestones regarding Program progress, and future needs. Provide current information regarding critical and near-critical activities, milestones, progress, and outstanding issues affecting the schedule.
  - Analyze, prepare, and maintain current and projected cash flow requirements for the Program.
  - Track actual costs versus planned costs to inform future projects and improve cost estimating over time.

- Prepare monthly reports of Program status for stakeholders and assist City financial staff and financial consultants in preparing regular periodic reports as required.
- Provide a system for document control inclusive of all Program documents
- Create a Program “Dashboard” to depict Program controls and reporting information to be updated no less than monthly (goals, metrics, KPIs, etc.)
- PowerBI Dashboard Development: The City has standardized the use of PowerBI dashboards for reporting program/project progress and proactive identification of exceptions requiring follow-up. A style guide has been developed and should be used as the basis for all PowerBI dashboard content. The general approach for PowerBI development includes:
  - Establish dashboard functional requirements:
    - Contractor will build functional requirements for new dashboards through whiteboarding and visualization of the end product along with a proposed layout or mockup with notional data elements
    - Incorporate (to the degree possible with existing data) measurements for KPIs. This work includes determining that appropriate KPIs to incorporate in each dashboard and developing an initial set of performance standards to which to compare them (estimated vs. actual). KPIs may include shorter-term indicators (i.e., those that can be measured with existing data) and longer-term indicators (those that may not be measured today but may be possible in the future).
    - Identify potential queries/search options, to allow both for the drill down to specific projects and to aggregate and evaluate performance on a programmatic basis
  - Data management and mapping
    - Coordinate with the City to result in agreement on appropriate information and data points to include in the dashboard selected for build out
    - Locate existing data sources, if they currently exist for each field desired for inclusion
    - Develop links from the existing source documents for each data element the City chooses to include
    - Design new data sources, if needed, to fill data gaps between wireframe and existing data sources
  - Develop and launch dashboards
    - Deliver initial prototypes for user review and comment
    - Establish and implement process for tracking, dispositioning, and closing out user comments
    - Provide guidelines for ongoing data management
    - Provide help guide detailing instructions for use
    - Incorporate user comments, finalize and publish in web-based portal
  - Dashboard deliverables: It is anticipated that specific dashboard deliverables will be established as part of annual task order scoping process
  - Ongoing dashboard maintenance: Post implementation support of developed dashboard
- Other duties as identified.

## Program Planning Services

### Definition:

Develop an ADA-compliant Sidewalk Implementation Master Plan document that provides DOTI with a roadmap for implementing Ordinance 307 projects. The Master Plan is a requirement of Ordinance 307 therefore shall include a City approval process and is intended to be the deliverable required as part of the initial task order under the contract.

### Scope Elements:

- Develop a Denver Sidewalk Master Plan and associated tasks to support planning, prioritization, design, and construction. Final Sidewalk Master Plan to include at a minimum:
  - Vision and goals
  - Public and stakeholder outreach
  - Sidewalks state of the system (summary of existing conditions by type and key geographies)
  - Prioritization methodology for implementation (including neighborhood equity and other decision making considerations)
  - Public involvement plan for all phases of the program
  - Recommendations for immediate, short term, and long-term implementation plans
  - Asset Management Plan
  - Data collection inventory including existing sidewalk asset data, standards documents, and other relevant data to the planning and implementation of sidewalks
- Assist Program leadership in developing options for an accelerated delivery plan that advances implementation of sidewalk projects.
- Inventory and prioritize City regulatory, legal, policy, technical detail, and design guidelines such as Transportation standards and details, streetscaping, street lighting, design guidelines, etc. to allow a comprehensive understanding of all reference materials that DOTI will need to apply to the Sidewalk Program decision making.
- Aggregate and prioritize goals and objectives outlined in previous planning efforts such as Denver Moves Everyone (2023), Denver Moves Pedestrians and Trails (2019), and Complete Streets Guidelines (2020), and Blueprint Denver.
- Make recommendations to existing standards, details, and guidelines, including those that may be conflicting, missing, or that could benefit from updating.
- Develop strategies, recommendations, and opportunities for use of low carbon and other sustainable materials for use in the design and implementation of sidewalk projects.
- Develop a communications and outreach plan that involves the public and key stakeholders to support the Master Plan.
- Integrate sidewalk data and assets into DOTI's department-wide Asset Management Plan to guide DOTI on how to collect and manage sidewalk assets and related data to implement Ordinance 307. Identify new sidewalk data needs and make recommendations to collect and manage needed data
- Follow the DOTI SERVICE policy and DOTI SAMP to ensure asset management processes are followed, including:
  - Implement all DOTI Asset Management enterprise guidance (Asset Hierarchy, Risk Management Framework, Change Management Framework, Competency Framework)
  - Develop a sidewalk Asset Management Plan (AMP) following the DOTI standard format
  - Develop metrics and level of service targets and track performance
- Conform with DOTI's technology solutions and systems of record for management practices.
  - Utilize existing inventory spatial data to manage sidewalks as an asset.
  - Utilize OpenGov (formerly Cartegraph) to manage inventory.
  - Utilize OpenGov data standards for sidewalk inventory data.
  - Designate OpenGov as the inventory source of truth

- Utilize OpenGov to create, manage, and track all work in a work order system and process.
- Configure OpenGov to manage existing inventory and critical attributes through the work order process.
- Develop tools and apps to track progress and performance.
- Develop annual and multi-year work plans from OpenGov scenario builder.
- Integrate OpenGov and GIS for data transparency.
- Other duties as identified.

## **Program Communications**

### **Definition:**

Creation and management of all inward (Program Management Team, DOTI, City Agency, City Council, Mayor's Office, etc.) and outward (external agency, stakeholder, media and community / public engagement) facing program communications strategies. Includes coordination, communication, developing presentation/media materials, support for public meetings, project branding and messaging to engage the community in meaningful and strategic ways. The Consultant Team should solicit input from the stakeholders, community, staff, and decision-makers to determine the overall public outreach strategy and identify major issues of concern and priorities for Sidewalk Program implementation.

### **Scope Elements:**

- Develop, manage, and maintain a Program Communications Plan, including Community Engagement, and prepare progress reports and other communication documents in coordination with the DOTI and other City communications teams
- Prepare an Annual Report as described in Ordinance 307 which documents progress over the previous year and outlines planned activities for the following year
- Assist the City in the preparation and presentation of materials for public and community outreach events which builds public support
- Oversee all internal and external communication (external agencies, media, stakeholders, and community engagement, etc.) and coordination particularly using digital communication services to allow broad and effective communication.
- Assist the City in identifying opportunities, developing options, and managing resources to accelerate Implementation related to Communications activities
- Provide communications and outreach for the individual projects in the Program.
- Provide customer service support for residents, businesses, and other Program customers.
- Develop forms of communication for project reporting to City leadership, elected officials, stakeholders, and the public including monthly reports and regular briefings. Utilize digital and social media strategies in alignment with the Communications Plan. Develop and maintain of a Program website (including an interactive map of related projects).
- Assist with crisis management communication
- Develop and implement strategies to report Program progress, manage stakeholder expectations, maintain proactive public notifications and communicate potential disruptions to residents, businesses, elected officials, project teams, and other stakeholders.
- Develop an education plan that ensures residents, businesses, and other Program customers are aware of the Sidewalk Program goals, needs, and implementation strategy before DOTI begins building sidewalks in their neighborhoods.
- Other duties as identified.

## Design & Preconstruction Services

### Definition:

Provide design & preconstruction services, including technical design services for conceptual, preliminary, and final design aligned with DOTI Standards, Details, and Guidelines. Technical discipline needs will be defined with each task order and should be inclusive of all services necessary to design and implement sidewalk projects. The City anticipates that pre-design and technical design Task Orders may include scope to meet long term planning and delivery needs as well as project specific needs. **Design and technical services teams will report directly to the Design & Preconstruction Manager and Project Manager (Key Personnel), but must be completely independent from the rest of the Sidewalk program management team.**

### Scope Elements:

- Pre-design services may include, but are not limited to:
  - Data Collection (traffic, existing studies, etc.)
  - Environmental Permitting & Compliance
  - Subsurface Utility Engineering (SUE)
  - Utility/Railroad/PUC Coordination
  - Boundary and Topographic Survey
  - Geotechnical Engineering & Pavement Design
- Technical design services may include, but are not limited to:
  - Roadway/Civil Engineering
  - Stormwater Drainage, MS4, and Green Infrastructure Compliance
  - Minor Structures Engineering (walls, foundations, etc.)
  - Multi-modal Planning & Engineering
  - Traffic Engineering, Signalization, and Construction Phasing
  - ROW Plans, Easement Descriptions, and Exhibits
  - Lighting and Electrical Design
  - Landscape and irrigation design
- Right-of-way (ROW) and land acquisition coordination. Assist and coordinate with the City in developing an approach to acquisition of ROW for projects that minimizes schedule impacts
- Provide preconstruction services such as constructability reviews, value engineering, one-build reviews, and other technical reviews as required.
- Support Project Manager in the development of a strategy for design and construction project bundling
- Assist the City in identifying opportunities, developing options, and managing resources to accelerate Implementation related to design and preconstruction activities
- Obtain requisite approvals/clearances for all aspects of final design development, including City required transportation and permitting reviews.
- Develop Plans, Specifications, and Cost Estimates as deliverables for each level of design.
- Develop strategies, recommendations, and opportunities for use of low carbon and other sustainable materials for use in the design and implementation of sidewalk projects.
- Comply with design management procedures and coordinate with DOTI, as well as internal and external stakeholders, for the design comment review process at each design milestone.
- Pre-design and technical design services specifically excludes Program Management Services.
- Other duties as identified

## **Project Management Services**

### **Definition:**

Comprehensive support, management, and coordination of Design & Preconstruction Services, procurement assistance, and construction management activities through closeout for Sidewalk Program projects.

### **Scope Elements:**

- Create and maintain Design and Construction Management Procedures to track projects through all phases
- Assist the City in identifying opportunities, developing options, and managing resources to accelerate Implementation related to design, preconstruction, and implementation activities
- Create a process for “field fit” projects. Include a criteria for a “field fit” design versus full design.
- In coordination with the Program Planning Manager (Key Personnel), develop options for an accelerated delivery plan that advances implementation of sidewalk projects
- Strategy for design and construction project bundling
- Assist with coordination of utilities and other regulatory agencies to ensure project teams are successful in making the needed arrangements for timely and cost-effective relocations of existing utilities.
- Provide staff augmentation as requested by the City. Potential needs include:
  - Design & Preconstruction Services
  - Construction & project management, inspection, and materials testing
  - Utility, railroad, RTD and other external agency coordination
  - Communications support
- Assist in the preparation of procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by the City to support procurement activities related to Program implementation.
- Provide contract compliance and administration as requested by the City, including maintaining contract records, performing invoice reviews, and ensuring compliance with applicable regulations and requirements and City procurement and contracting policies and procedures.
- Perform environmental assessments and mitigation management.
- Construction Management and Administrative Support
  - Construction Management Coordination
    - Construction meetings
    - Schedules, Pay Applications, Document Tracking/Review
    - Change Management
    - Shop Drawing and Submittal Field Reference
  - Construction Inspection
    - Quality/Conformance with plans, specifications, and standards
    - Quantity Tracking and Calculations
    - Progress Reporting
    - Environmental/Stormwater Management
    - Reporting (diaries, documentation, etc.)
  - Materials Testing
    - Materials Testing
    - Independent Assurance Testing and Sampling (if applicable)
    - Project Standards
- Other duties as identified.

EXHIBIT B

**Consultant's Rates**

**PRIME TEAM MEMBERS**

Prime: HNTB

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.
Admin Assistant	Provides general administrative support typically to managers and other department staff.	\$87.81
Intern Engineer	Assisting assigned department(s) and/or project(s) by performing basic engineering related tasks.	\$87.81
Inspector	Receives on-the-job training, observes the work of contractors to ensure quality control and contract compliance.	\$96.33
Technician I	Preparing drawings with CADD, assist in other aspects of plan preparation such as information gathering and data transfer.	\$96.33
Graphic Designer I	Creation of digital assets such as icons, photography, and stock graphics to be used in proposals, presentations, PR and internal communications.	\$105.99
Historian I	Conducting historical and environmental evaluations/impacts for infrastructure projects.	\$105.99
Admin Project Coordinator	Supports Technical staff by performing a variety of project-related coordination and facilitation activities.	\$106.00
Inspector I	Provides inspection services for compliance with plans and specifications.	\$106.00
Project Contracts Admin I	Reviews contracts and other project-related documentation for compliance with client policy and requirements.	\$106.00
Sr. Admin Assistant	Provide administrative support to officers and managers.	\$106.00
Design Professional I	Production and completion of design and construction documents.	\$118.95
Document Controls Specialist I	Administers the document life cycle for engineering and construction documents.	\$118.95
Environmental Planner I	Providing environmental support from concept development through project completion.	\$118.95
GIS Analyst I	Prepares GIS data support, including analysis support, data conversion/migration and map productions.	\$118.95
Historian II	Conducting historical and environmental evaluations/impacts for infrastructure projects.	\$118.95
Landscape/Urban Designer I	Assisting with landscape, urban, and environmental design services.	\$118.95
Planner I	Assists with tasks for planning projects including research, studies, and documentation.	\$118.95
Project Contracts Admin II	Provides contracting support for construction or professional service projects and contracts.	\$118.95
Technician II	Preparing drawings with CADD, assist in other aspects of plan preparation.	\$118.95
Construction Rep I	Providing construction site field and office support and resources during construction phases of projects.	\$133.06
Design Professional II	Technical design aspects of a project including investigation, evaluation and recommendation of design solutions.	\$133.06

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

**PRIME TEAM MEMBERS**

Prime: HNTB

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.
Document Controls Specialist II	Administers the document life cycle for engineering and construction documents.	\$133.06
Engineer I	Assisting in the production and modification of design calculations, technical reports, engineering plans and specifications.	\$133.06
Environmental Planner II	Providing environmental support from concept development through project completion.	\$133.06
Field Engineer I	Inspects and documents individual activities performed by the contractor in order to monitor compliance.	\$133.06
Financial Analyst II	Preparing and analyzing financial data, trends, and performance to provide insights and recommendations to leadership.	\$133.06
GIS Analyst II	Prepares GIS data support, including analysis support, data conversion/migration and map productions.	\$133.06
Graphic Designer II	creation of digital assets such as icons, photography, and stock graphics to be used in proposals, presentations, PR and internal communications.	\$133.06
Landscape/Urban Designer II	Performing landscape, urban, and environmental design services.	\$133.06
Planner II	Applying planning strategies to gather and analyze data, assess outcomes, and develop reporting and visuals to effectively communicate findings.	\$133.06
Technical Writer/Editor	Perform editing, formatting, and quality reviews to ensure consistency in written project communication materials.	\$133.06
Inspector II	Maintains daily logs of inspection work and reviews discrepancies or changes with Field Engineer.	\$133.07
Technician III	Assists the project management team in outlining objectives, requirements and design approaches.	\$133.07
Construction Rep II	Providing construction site field and office support and resources during construction phases of projects.	\$149.11
Cost Analyst II	Preparing and maintaining client budgets, recording project costs, reviewing invoices, and monitoring cost history.	\$149.11
Engineer II	Assisting in the production and modification of design calculations, technical reports, engineering plans and specifications.	\$149.11
Environmental Planner III	Providing environmental support from concept development through project completion.	\$149.11
Field Engineer II	Providing engineering inspection and documentation of construction work performed by contractor.	\$149.11
Geospatial Solution Developer II	Leading and managing geospatial projects and solutions.	\$149.11
Landscape/Urban Designer III	Performing all conventional aspects of landscape architecture and urban design assignments.	\$149.11
Planner III	Performs tasks for planning projects including research, studies, and documentation, coordinating with multi-discipline team members.	\$149.11
Project Analyst II	Providing financial guidance to project teams, with a focus on budgets, profitability, earnings variances, cash flow, and contract compliance.	\$149.11

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**PRIME TEAM MEMBERS**

Prime: HNTB

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.
Project Controls Specialist I	Assists with reporting on cost controls and schedules for projects involving cost and schedule work breakdown structures and metrics.	\$160.00
Construction Rep III	Maintains project data, including drawings and specifications, coordinates testing and quality control inspections and prepares reports on construction progress.	\$171.34
Contracts and Procurement Specialist	Managing contract assignments, properly vetting and advancing potential changes, and ensuring compliance with the contract requirements.	\$171.34
Document Controls Specialist III	Administers the document life cycle for engineering and construction documents.	\$171.34
Engineer III	Production and modification of design calculations, technical reports, engineering plans and specifications.	\$171.34
Environmental Planner IV	Providing environmental support from concept development through project completion.	\$171.34
Estimator II	Developing the cost estimate that builds up the estimated cost of a defined scope of work at any stage of project definition.	\$171.34
Field Engineer III	Coordinates and monitors the inspection efforts of inspection staff.	\$171.34
Financial Analyst III	Preparing and analyzing financial data, trends, and performance to provide insights and recommendations to leadership.	\$171.34
Landscape/Urban Designer IV	Independently developing design and technical solutions, plans and reports for urban and landscape architectural projects.	\$171.34
Planner IV	Performs tasks for planning projects including research, studies, and documentation.	\$171.34
Real Estate Acquisition Rep III	Works with public agencies and private individuals to identify and value private property for public use or private projects.	\$171.34
Scheduler II	Builds and maintains schedules for projects.	\$171.34
Sr. GIS Analyst	Providing direction to the design office in the most effective use of GIS technology to improve the planning and design process.	\$171.34
Sr. Technical Writer/Editor	Perform editing, formatting, and quality reviews to ensure consistency in written project communication materials.	\$171.34
Sr. Technician	Assists the project management team in outlining objectives, requirements and design approaches.	\$171.34
Sr. Inspector	Prepares daily and weekly reports on work accomplished by contractor and reviews periodical pay estimates with contractor for accuracy.	\$171.35
Sr. Inspector, Team Lead	Prepares daily and weekly reports on work accomplished by contractor and reviews periodical pay estimates with contractor for accuracy. Leadership role.	\$171.35
Sr. Doc Controls Specialist	Administers the document life cycle for engineering and construction documents.	\$180.00
Cost Analyst III	Prepares and maintains client budgets for projects/programs.	\$197.30
Deputy Project Mgr I - Procurement and Contracts	Ensures contract compliance, specifically that the contracts rights, remedies, obligations, assignments and risks are maintained among the contracted parties.	\$197.30

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**PRIME TEAM MEMBERS**

Prime: HNTB

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Title/Classification	Responsibilities	Rate/Hr.
Environmental Planner V	Providing environmental support from concept development through project completion including researching, gathering, and analyzing data, preparing project materials.	\$197.30
Estimator III	Conceptual, definitive, man-hour, and equipment factored total installed cost estimates.	\$197.30
Project Controls Specialist II	Cost controls and schedules for projects involving cost and schedule work breakdown structures, analyzing data, updating the project controls system and document controls.	\$197.30
Project Engineer	Production and modification of design calculations, technical reports, engineering plans and specifications.	\$197.30
Project Engineer, Team Lead	Production and modification of design calculations, technical reports, engineering plans and specifications	\$197.30
Project Manager I - Program Management	Proactively managing the projects technical budget, schedule, technical requirements, contractual obligations, project communications.	\$197.30
Project Structural Engineer - Architecture	Provides significant depth of technical experience in structural engineering for architectural projects to serve the structural engineering efforts through all project phases.	\$197.30
Project Surveyor	Coordination of project execution and control in the survey and right-of-way section to achieve continuity of purpose within scope, budget, and time schedules.	\$197.30
Scheduler III	Builds and maintains schedules for projects. Monitors and reports on status and analyzes schedules and associated changes for key risk areas and milestones impact.	\$197.30
Sr. Construction Rep	Providing construction site field and office support and resources during construction phases of projects.	\$197.30
Sr. Field Engineer	Coordinating and monitoring inspection efforts in a specific discipline/trade on moderate size and complex projects.	\$197.30
Sr. Field Representative	Providing field and office support and resources during construction phases of projects.	\$197.30
Sr. Utility Coordinator	Leading interdisciplinary coordination, identifying impacts, and coordinating the relocation of utilities in advance of construction.	\$197.30
Team Leader - Graphic Designer	Responsible for the leadership of a small team of Graphic Designers and directs day-to-day work.	\$197.30
Technical Specialist, Team Lead	Provides guidance and direction in area of expertise. Responsible for applying advanced technical methods, techniques, and analyses to provide solutions.	\$197.30
Construction Field Specialist I	Supervises the work of project staff to determine that contractor's construction activities are monitored in accordance with design specifications and contractual requirements.	\$226.88
Landscape/Urban Designer V	Overseeing technical solutions for transportation, urban design and landscape architecture projects to ensure that the client's technical requirements are fully met.	\$226.88
Program Manager - Diversity	Manages outreach and supplier diversity program requirements during development and/or construction phases to ensure contractor's compliance with all rules and regulations.	\$226.88
Project Business Mgr II - Program Management	Provides guidance to the project management team to ensure appropriate delivery of contractual business obligations.	\$226.88
Team Leader - Project Controls	Provides supervision and performs quality control/quality assurance on project controls work efforts, products, deliverables.	\$226.88
Project Manager I - Planning	Proactively manages the budget, schedule, technical requirements, contractual obligations, and client communications in support of the project's objectives.	\$226.88

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**PRIME TEAM MEMBERS**

Prime: HNTB

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.
Project Manager I - Technical	Delivers high level technical tasks in area of discipline while managing and reviewing project documents and reports.	\$226.88
Sr. Project Engineer	Consults with the project manager to perform research, development, calculations, design and delivery.	\$226.88
Sr. Project Engineer, Team Lead	Consults with the project manager to perform research, development, calculations, design and delivery.	\$226.88
Sr. Software Engineer	Responsible for developing software solutions from start to finish.	\$226.88
Project Manager I - Technology	Responsible for planning, overseeing, and delivering information technology projects within the company or for clients.	\$226.88
Sr. Estimator	Providing technical leadership in researching and implementing estimating tools and best practices.	\$230.00
Construction Manager I	Coordination and monitoring of overall field construction administration activities and/or management engineering services on projects of a diverse nature.	\$260.93
Deputy Project Mgr - Design I	Leadership and management of the design work and interaction of the technical team.	\$260.93
Sr. Project Controls Specialist	Technical support and consultation for multiple project controls functions.	\$260.93
Project Manager I - Engineering	Provides high level technical tasks while managing and reviewing design related specifications, calculations, reports and plans.	\$260.93
Project Manager II - Planning	Manages the budget, schedule, technical requirements, contractual obligations, and client communications in support of the project's objectives.	\$260.93
Project Manager II - Technical	Manages the budget, schedule, technical requirements, contractual obligations, and client communications in support of the project's objectives.	\$260.93
Project Quality Manager I	Develops, proactively manages the implementation, and assures project team adherence to the program/project quality management plan.	\$260.93
Resident Engineer I	Provides technical leadership for complex or unique assignments. Reviews drawings, specifications, and installation procedures for constructibility.	\$260.93
Sr. Cost Analyst	Provides technical leadership in creating and establishing cost processes and procedures.	\$260.93
Sr. Landscape/Urban Designer	Supervising design assignments and the technical production of urban design plans, design development drawings and construction documents.	\$260.93
Sr. Planner	Tasks for planning projects including research, studies, and documentation, coordinating with multi-discipline team members from concept development through project completion.	\$260.93
Sr. Project Manager - Program Management	Proactively managing the projects technical budget, schedule, technical requirements, contractual obligations, project communications.	\$260.93
Sr. Scheduler	Builds and maintains schedules for projects. Monitors and reports on status, analyzing schedules and associated changes for key risk areas and milestones impact.	\$260.93
Technical Advisor - Engineering	Applying advanced engineering methods, techniques, and analyses to provide solutions, make recommendations and resolve issues.	\$260.93
Section Manager - Technology	Ensures the technical, administrative, direct labor and schedule targets in the section are met.	\$260.93

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**PRIME TEAM MEMBERS**

Prime: HNTB

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.
Project Manager II - Technology	Oversee the entire project life cycle, from initiation to closure, and ensure that projects meet the agreed specifications, budget, and timeline.	\$260.93
Digital Solutions Technologist	Work with clients and technology office staff to assess the solution’s applicability, functionality, viability, and return on investment.	\$260.93
Digital Solutions Technologist, Team Lead	Provides subject matter expertise for an industry discipline, product or product line. Takes new technologies and practices from original concept through final implementation.	\$260.93
Construction Manager II	Coordination and monitoring of overall field construction administration activities and/or management engineering services on projects.	\$313.32
Department Manager - Engineering	Coordinates project priorities, staffing schedules, and staff assignments to ensure clients are provided the proper resources at the appropriate time.	\$313.32
Principal Landscape/Urban Designer	Supervising design assignments and the technical production of urban design plans, design development drawings and construction documents.	\$313.32
Principal Planner	Coordinates with project manager, project designer and other disciplines on multiple large scale projects.	\$313.32
Project Manager II - Engineering	Proactively manages the budget, schedule, technical requirements, contractual obligations, and client communications in support of the project’s objectives.	\$313.32
Public Engagement & Communications Director	Coordinating and implementing media relations strategies, including producing media releases and media kits, conducting news conferences, conducting opinion research, etc.	\$313.32
Resident Engineer II	Provides technical leadership for complex or unique assignments. Reviews drawings, specifications, and installation procedures for constructibility.	\$313.32
Sr. Construction Field Specialist	Providing senior proficiency level inspection or construction field work to monitor compliance with engineering/architectural plans and specifications.	\$313.32
Principal Project Controls	Providing technical consultation and direction in one or more project controls functions.	\$313.32
Project Controls Manager	Provides leadership and project controls expertise.	\$313.32
Sr. Project Manager - Technical	Proactively manages the budget, schedule, technical requirements, contractual obligations, and client communications in support of the project’s objectives.	\$313.32
Sr. Team Leader - Project Controls	Supports the technical aspect of project delivery in their functional area. Provides supervision and performs quality control/quality assurance on project controls work efforts	\$313.32
Department Manager - Technology	Work with the technology team to plan, execute, and deliver technology solutions for various projects.	\$313.32
Principal Digital Solutions Technologist	Provides expert technical guidance and integrates with a team of developers, engineers, and analysts responsible for multiple technologies.	\$313.32
Principal Digital Solutions Technologist Team Lead	Manages operations and in accordance to stated requirements, protocols and policies.	\$313.32
Sr. Project Manager - Technology	Leading and delivering large-scale and complex information technology projects.	\$313.32
Sr. Project Manager - Planning	Proactively manages the budget, schedule, technical requirements, contractual obligations, and client communications in support of the project’s objectives.	\$340.00
Sr. Project Manager - Engineering	Provides high level technical tasks while managing and reviewing design related specifications, calculations, reports and plans.	\$355.00

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**PRIME TEAM MEMBERS**

Prime: HNTB

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. Technical Advisor - Engineering	Applying advanced engineering methods, techniques, and analyses to provide solutions, make recommendations and resolve issues	\$360.00
Sr. Technical Advisor - Practice Lead	Providing guidance and direction in area of expertise and functional discipline. Serves as an advisor on complex projects to provide technical designs, plans and specifications.	\$360.00
Deputy Project Manager	Manage one or more areas including procurement, contract management, design, construction, project controls, quality management, financial planning, risk management.	\$376.00
Deputy Project Mgr - Design III	Proactively managing the project's technical budget, schedule, technical requirements, contractual obligations, project communications	\$376.00
Group Director - Engineering	Leading a professional or technical multi-discipline group in the design, development and delivery of project tasks while managing scope, budget, and quality control.	\$376.00
National Practice Manager - Commercial	Technical input within specific practice areas in advisory. Supports senior advisory team members to develop and promote subject matter expertise and best practices.	\$376.00
National Practice Manager - Technical	Technical input within one or more specific practice areas in advisory. This position acts as a consultant in their area of expertise.	\$376.00
Sr. Commercial Business Leader	Responsible for issue resolution, risk management, contract admin and compliance, and change management on alternative delivery projects of a diverse and complex nature.	\$376.00
Sr. Construction Manager	Providing overall field contract administration and coordination on a program or project of a diverse and complex nature.	\$376.00
Sr. Project Quality Manager	Develops, proactively manages the implementation, and assures project team adherence to the program/project quality management plan.	\$376.00
Sr. Resident Engineer	Overall field contract management, administration and coordination on large projects of a diverse and complex nature.	\$376.00
Sr. Project Controls Manager	Provides leadership and project controls expertise. Closely works with project manager/director, clients, subconsultants, project stakeholders.	\$376.00
Director - Technology Project Delivery	Developing and leading strategic initiatives associated with technology-based project delivery.	\$376.00
Project Controls Director	Provides leadership and project controls expertise. Closely works with project manager/director, clients, subconsultants, project stakeholders.	\$420.00
National Practice Consultant	Providing strategic advice and guidance to ensure successful project delivery and client satisfaction.	\$451.22
National Practice Consultant - Financial	Technical input and direction within one or more specific practice areas on large, complex projects.	\$451.22
National Practice Consultant - Policy	Technical input and direction within one or more specific practice areas on large, complex projects.	\$451.22
Program Manager	Responsible for the effective and profitable management and delivery.	\$451.22
Sr. Project Director	The primary client liaison responsible for managing and delivering all aspects of the project.	\$541.73
Sr. Program Manager	Effective and profitable management and delivery of end-to-end services.	\$575.00

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### REIMBURSABLE EXPENSES

Prime: HNTB

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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

\$ \_ at cost \_ / each

\$ \_ at cost \_ / each

\$ \_ at cost \_ / S.F.

\$ \_ at cost \_ / page

**SUB TEAM MEMBERS**

Sub: HDR Engineering

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.
Admin. Support Assistant III	Preparing correspondence and reports, scheduling and maintaining calendars, travel arrangements, meeting minutes, etc.	\$87
Admin. Support Assistant IV	Preparing correspondence and reports, scheduling and maintaining calendars, travel arrangements, meeting minutes, etc.	\$106
Internal Auditor	Auditing accounting, financial, and statistical reports and data within the company to ensure compliance with established accounting principles and company policies	\$135
Field Engineer	Monitors activities of contractors on the construction site. Assists Resident Engineer / Construction Manager in the coordination of activities.	\$106
Document Controller II	Manages the document control process for multiple projects, overseeing document workflows, distribution, and archiving.	\$135
Project Controls Engineer II	Manages project control activities for moderate to complex projects, developing and implementing cost, schedule, and risk management strategies.	\$135
Engineer I	Works under close supervision; receives specific and detailed instructions for required tasks and results expected.	\$125
Engineer II	Performs standard engineering work requiring application of standard techniques and procedures.	\$146
Engineer III	Evaluates and applies standard engineering techniques and procedures. Performs work involving conventional plans, investigations, surveys, structures, or equipment.	\$161
Engineer IV	Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria.	\$168
Engineer V	Applies diversified knowledge of engineering practices to a variety of assignments. Makes decisions independently regarding engineering complexities and methods.	\$174
Engineer VI	Full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects with unique or controversial complexities.	\$196
Engineer VII	Makes recommendations having important impact on engineering activities. Initiates and maintains extensive contacts with key engineers and officials of other companies.	\$221
Engineer VIII	Makes recommendations having significant impact on extensive engineering and related activities. Negotiates critical issues with top-level engineers and officers of companies.	\$238
Engineer IX	Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met.	\$246
Estimator III Civil	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.	\$174
Landscape Architect II	Perform moderately complex project tasks with some independence. Reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, etc..	\$191
Landscape Architect III	Plans and conducts work requiring evaluation, selection, and substantial adaptation and/or modification of standard landscape architecture techniques, procedures, and criteria.	\$205
Manager of Landscape Architecture	Provides technical and administrative supervision and direction to assigned landscape architecture and support staff.	\$249
Project Accountant	Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed.	\$135
Project Engineer	Strong technical skills and an eagerness to learn from experienced professionals on projects.	\$196

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**SUB TEAM MEMBERS**

Sub: HDR Engineering

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.
Assistant Project Manager	Assist with project tasks and a focus on organization and communication.	\$221
Project Manager Functional I	A minimum of 2-5 years of experience in project management, with a proven ability to deliver projects on time and within budget.	\$246
Project Manager Functional II	5-7 years of experience managing projects, with a strong understanding of public works procedures and contracts.	\$261
Project Manager Functional III	7-10 years of experience leading complex projects, with a focus on problem-solving and stakeholder management.	\$271
Project Manager Functional IV	10+ years of experience managing large-scale public works projects, with a proven track record of success.	\$280
Senior Project Manager	Extensive experience (15+ years) leading and mentoring project teams. Expertise in public works contracting and a focus on strategic planning are essential.	\$294
Principal Project Manager	Proven leadership skills and a distinguished career in managing high-profile public works projects.	\$313
Land Surveyor	Responsible for completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements.	\$174
Accountant	Responsible for maintaining a set of records of business transactions. Balances books and prepares reports to show receipts, expenditures, accounts receivable and payable, etc.	\$135
Landscape Architect I	Designs and plans development of land areas for projects. Confers with clients, engineering personnel, and architects on overall program.	\$178
Landscape Architect II	Same as above. May have supervisory responsibilities.	\$205
Urban Planner	Develops comprehensive programs and plans for development, growth, revitalization, and utilization of land and physical facilities of cities, etc. to maximize quality of life.	\$151
CADD Technician I	Under general supervision, prepares layouts, drawings, and designs according to engineering specs using CADD or other design software.	\$119
CADD Technician II	In addition to above, carries out more novel or complex assignments using more independent judgment. May review lower-level staff work.	\$157
Designer/Drafter I	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD, and other design software.	\$123
Designer/Drafter II	In addition to above, converses with engineers and other subject matter experts to interpret design concepts, determine nature and type of required drawings.	\$159
Designer/Drafter III	Same as above. Has additional experience and supervisory responsibilities, works on more complex projects.	\$182
CADD/Designer Supervisor	Responsible for the coordination/supervision of operators/designers. Assigns projects, coordinates schedules and ensures accuracy/adherence to standards.	\$182
Engineering Intern - Student	Under direction of engineer professionals, performs project assignments to acquire relevant work experience.	\$246
EIT I	New graduate who uses prescribed methods, standard techniques, and practices to perform beginning level engineering under the guidance of experienced engineers.	\$271
EIT II	Performs continuing development-level engineering work, requires application of standard techniques and procedures.	\$104

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**SUB TEAM MEMBERS**

Sub: HDR Engineering

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Title/Classification	Responsibilities	Rate/Hr.
EIT III	In addition to above, may coordinate work of technicians.	\$119
Engineer I	Professional engineer (PE) working under general supervision, establishes basic design criteria and performs a variety of skilled professional engineering work.	\$157
Engineer II	PE with responsibility for technical performance on small to medium projects or designated tasks on large projects.	\$117
Engineer III	PE with responsibility for technical performance on medium to large projects or multiple projects. Possesses diversified knowledge of engineering principles and practices.	\$131
Engineer IV	PE with full responsibility for large, complex projects. Generally reports directly to the principal/president.	\$183
Admin. Assistant I	General office duties such as answering phones, preparing correspondence and reports, scheduling and maintaining calendars of appointments, setting up meetings, etc.	\$87
Admin. Assistant II	Same as above, but with additional/more complex duties, more experience, and less oversight.	\$106
Planner I	Develops scope and cost estimates, and manages budgets and schedules.	\$123
Planner II	Same as above but with more experience/education. May lead small teams.	\$151
Planner III/Manager	Same as above. Works independently and/or has supervisory responsibilities. Works on large/complex projects.	\$180
Right-of-Way Specialist	Secures purchase or lease of land and right-of-ways for construction projects. Ascertains which roads, bridges, and utility systems must be maintained during construction.	\$172
Environmental Scientist I	Analyzes and documents measurements of air, water, soil, etc. Designs and evaluates waste disposal sites, preserves water supplies, and reclaims contaminated land and water. Includes all types of scientists.	\$119
Environmental Scientist II	Same as above. Less oversight of work and more independence. May help train lower-level staff or have limited supervisory responsibilities.	\$151
Environmental Scientist III	Same as above. Works on large/complex projects.	\$187
Environmental Scientist Manager	Oversees the work of scientists. Assigns and directs projects. Serves as expert advisor to clients and interfaces with regulatory agencies.	\$205
Principal Surveyor	Responsible for final planning and direction of all aspects of the surveying operations, including business development, client relations, profitability, and collections.	\$196
Technical Writer	Writes material for reports, manuals, briefs, proposals, and related technical and admin publications about methods and procedures, installation, operation, and maintenance.	\$182
Technical Editor	Coordinates activities of writers preparing technical/scientific material for publication in conjunction with engineering activities. Supervises technical writers.	\$182

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**REIMBURSABLE EXPENSES**

Sub: HDR Engineering

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

**SUB TEAM MEMBERS**

Sub: LS Gallegos

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Title/Classification	Responsibilities	Rate/Hr.
Program Manager 1	Project management	\$170
Program Manager 2	Project management	\$215
Sr. Project Engineer/ Program Manager 3	Project management	\$280
Principal Sr. Program Manager 4	Project management	\$300
Sr. Scheduler	Scheduling support	\$230
Sr. Cost Estimator	Estimating support	\$230
Document Contract Manager	Project controls	\$150
Project Controls Manager	Project controls	\$195
Sr. Project Controls Manager	Project controls	\$230
Lead Project Manager - PM/CM	Project management	\$300
Quality/Risk/Procurement Manager	Project support	\$265
Inspector	Construction observation	\$145
Sr. Inspector	Construction observation	\$170
Construction Manager	Project management	\$180
Sr. Construction Manager	Project management	\$200
ORAT Manager	Project management	\$205
Contract Administrator	Administration	\$135
Administrative Assistant	Administration	\$118

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: LS Gallegos

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

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.50</u> / each
Copies (8 1/2 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

**SUB TEAM MEMBERS**

Sub: 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	\$239.76
Chief Creative Officer	Creative oversight	\$217.48
Senior Counselor	Executive oversight	\$217.48
Sr. Strategic Director	Strategic counsel	\$212.18
Counselor II	Project oversight	\$189.90
Counselor I	Project oversight and coordination	\$157.01
Account Supervisor	Project management	\$143.22
Creative Art Director	Creative project management and graphic design	\$140.04
Senior Associate	Project management and coordination	\$134.73
Assoc. Creative Director	Creative projects coordination and graphic design	\$128.37
Associate II	Mid-level project management and coordination	\$110.33
Graphic Design	Graphic design	\$106.09
Web Designer	Web design	\$93.36
Associate I	Project support	\$93.36
Administrative	Administrative support	\$89.12
Specialist	Entry-level project support	\$75.32
Account Coordinator	Entry-level project support	\$41.38

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: CIG

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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>0.25</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

**SUB TEAM MEMBERS**

Sub: Civil Technology

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.
Construction Manager	Liaison between field staff and project manager, ensures adherence to contract terms, performance, quality assurance, compliance requirements, and engineering specifications.	\$221
Senior Construction Manager	Oversees and manages large construction projects, ensures overall project alignment with quality and compliance standards, supervises teams, and resolves complex project challenges.	\$245
Facilities QA Inspector Supervisor	Supervises quality assurance inspections for facilities, ensures compliance with design specifications and quality standards, and oversees QA inspectors.	\$181
Facilities QA Inspector I	Conducts inspections of facilities to ensure compliance with project specifications and quality standards.	\$121
Facilities QA Inspector II	Performs quality assurance inspections for facilities, prepares inspection reports, and ensures project compliance with standards.	\$129
Facilities QA Inspector III	Leads inspections of complex facilities projects, resolves QA issues, and mentors junior inspectors.	\$163
Civil QA Inspector II	Inspects civil engineering works to ensure compliance with standards and project specifications, prepares inspection reports.	\$124
Civil Senior QA Inspector Supervisor	Supervises civil QA inspections, provides guidance to inspectors, and ensures high-quality outcomes in civil engineering projects.	\$137
Project Engineer	Assists in planning, coordinating, and executing engineering projects, prepares project documentation and supports technical teams.	\$121
Estimator II Civil	Prepares cost estimates for civil engineering projects, analyzes project scope, and evaluates cost feasibility.	\$137
Estimator II Architectural	Develops detailed cost estimates for architectural projects, assesses design plans and material costs.	\$142
Cost Manager II	Manages cost control processes for projects, ensures alignment with budgets, and forecasts financial requirements.	\$181
Contract Administrator II	Manages contract activities, reviews and negotiates terms, and ensures compliance with legal and project requirements.	\$116
Scheduler II	Develops project schedules, monitors timelines, and provides updates to project teams to ensure on-time delivery.	\$175
Engineer IV	Leads complex engineering projects, applies advanced engineering principles, manages teams of engineers, and serves as a technical expert on design and implementation.	\$219
Document Manager II	Oversees document management systems, ensures proper filing, and maintains compliance with document control policies.	\$174
Admin. Support Assistant II	Provides administrative support, manages schedules, and assists with project-related documentation.	\$90
Field Engineer	Works on-site to oversee construction activities, ensures compliance with engineering plans, and resolves technical issues.	\$134
Project Manager I	Plans and oversees small projects, coordinates teams, and ensures project goals are achieved within scope and budget.	\$134
Project Manager II	Manages medium-sized projects, develops project plans, and leads teams to successful completion.	\$147
MWBE Coordinator	Ensures compliance with Minority/Women-Owned Business Enterprise (MWBE) goals, supports diverse business inclusion, and monitors program progress.	\$120

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: Civil Technology

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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>0.15</u> / each
Red-line copies	\$ <u>0.50</u> / S.F.
Reproducibles	\$ <u>0.25</u> / page



**REIMBURSABLE EXPENSES**

Sub: GBSM

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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

\* all expenses will be pre-approved by the client and passed through with no mark up.



**REIMBURSABLE EXPENSES**

Sub: Gravell Public Affairs

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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>0.15</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page



**REIMBURSABLE EXPENSES**

Sub: OV Consulting

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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>0.30</u> / each
Copies (8 1/2 x 14")	\$ <u>2.00</u> / each
Red-line copies	\$ <u>7.00</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page



### REIMBURSABLE EXPENSES

Sub: Loughran Group

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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>0.60</u> / each
Copies (8 1/2 x 14")	\$ <u>0.78</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

**SUB TEAM MEMBERS**

Sub: Fehr & Peers

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 4/5	Project oversight, report review, QC of deliverables	\$375
Principal 3	Project oversight, project management, report review, QC of technical analysis and deliverables	\$345
Principal 2	Project oversight, project management, report review/preparation, QC of technical analysis and deliverables	\$320
Principal 1	Project oversight, project management, report review/preparation, QC of technical analysis and deliverables	\$310
Sr. Associate 2	Project management, report preparation, QC of technical analysis and deliverables	\$285
Sr. Associate 1	Project management, report preparation, QC of technical analysis and deliverables	\$270
Associate 2	Project management, report preparation, analysis and deliverable preparation	\$260
Associate 1	Project management, report preparation, analysis and deliverable preparation	\$240
Sr. Engineer/Planner 3	Project management, technical memorandum preparation, analysis and deliverable preparation	\$230
Sr. Engineer/Planner 2	Project management, technical memorandum preparation, analysis and deliverable preparation	\$210
Sr. Engineer/Planner 1	Project management, technical memorandum preparation, analysis and deliverable preparation	\$195
Engineer/Planner 3	Project management, data collection, analysis and deliverable preparation	\$185
Engineer/Planner 2	Data collection, analysis and deliverable preparation	\$170
Engineer/Planner 1	Data collection, analysis and deliverable preparation	\$150
Intern	Data collection and analysis	\$105
Sr. Engineering Tech 5	Analysis, CAD/GIS, design preparation, design review	\$230
Sr. Engineering Tech 4	Analysis, CAD/GIS, design preparation, design review	\$215
Sr. Engineering Tech 3	Analysis, CAD/GIS, design preparation, design review	\$200
Sr. Engineering Tech 2	Analysis, CAD/GIS, design preparation, design review	\$185
Sr. Engineering Tech 1	Analysis, CAD/GIS, design preparation, design review	\$170
Engineering Tech 3	Analysis, CAD/GIS, design preparation	\$160

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: Fehr & Peers

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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>0.10</u> / each
Red-line copies	\$ <u>0.10</u> / S.F.
Reproducibles	\$ <u>0.10</u> / page



**REIMBURSABLE EXPENSES**

Sub: Conventum Group

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



**REIMBURSABLE EXPENSES**

Sub: Strae Advisory Services

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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



### REIMBURSABLE EXPENSES

Sub: Lotus Engineering & Sustainability

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

#### Actual Costs

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



**REIMBURSABLE EXPENSES**

Sub: ZANN Inc.

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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: 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 titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Executive Leadership	Executive advisory and support	\$706.00
Senior Advisor	Advisory services (including subject matter experts)	\$450.72
Senior Engineering Lead	Engineering advisory support (for on-call and master plan)	\$451.39
Senior Field Operator	On-site field operations, including supervision of junior field operators	\$303.76
Junior Field Operator	On-site field operations	\$122.25
Project Manager	Project management; including project scoping, planning, scheduling, and budgeting	\$347.03
Product Expert	Equipment calibration, maintenance, and troubleshooting	\$255.60
Logistics and Utility Coordinator	Product and personnel movement coordination, permitting, third party supplier liaison	\$255.60
Sales and Customer Success	Client liaison	\$500.95
Business Analyst	Research and administrative support functions	\$263.01
Other (Management, Legal, Finance, Marketing)	Administrative support functions	\$266.72
Delivery Team Lead	Oversight of delivery employees, delivery team management	\$191.44
Delivery Expert	Oversight of delivery employees, including deliverable quality assurance	\$151.88
Senior Delivery Employee	Advanced GIS and sensor analysis	\$270.42
Junior Delivery Employee	GIS and sensor analysis	\$155.58
Developer	Software systems maintenance and development	\$248.19
Supply Chain Employee	Product and personnel movement coordination support	\$81.50

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**REIMBURSABLE EXPENSES**

Sub: Exodigo

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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
Asset Management Plan – Complex Complexity (Downtown Streets, Main Streets, Mixed-Use Streets, Commercial Streets, Shared Streets; Per 2020 Complete Streets Design Guidelines)	\$100 / acre
Asset Management Plan – Medium Complexity (Industrial Streets, Contemporary Parkways; Per 2020 Complete Streets Design Guidelines)	\$80 / acre
Asset Management Plan – Easy Complexity (Residential Streets, Local Streets; Per 2020 Complete Streets Design Guidelines)	\$50 / acre
Sidewalk Asset Condition Map – Complex Complexity (Downtown Streets, Main Streets, Mixed-Use Streets, Commercial Streets, Shared Streets; Per 2020 Complete Streets Design Guidelines)	\$10,000.00 / sidewalk mile
Sidewalk Asset Condition Map – Medium Complexity (Industrial Streets, Contemporary Parkways; Per 2020 Complete Streets Design Guidelines)	\$8,000.00 / sidewalk mile
Sidewalk Asset Condition Map – Easy Complexity (Residential Streets, Local Streets; Per 2020 Complete Streets Design Guidelines)	\$5,000.00 / sidewalk mile
Sidewalk Asset Categorization – Complex Complexity (Downtown Streets, Main Streets, Mixed-Use Streets, Commercial Streets, Shared Streets; Per 2020 Complete Streets Design Guidelines)	\$4,000.00 / sidewalk mile
Sidewalk Asset Categorization – Medium Complexity (Industrial Streets, Contemporary Parkways; Per 2020 Complete Streets Design Guidelines)	\$3,000.00 / sidewalk mile
Sidewalk Asset Categorization – Easy Complexity (Residential Streets, Local Streets; Per 2020 Complete Streets Design Guidelines)	\$1,000.00 / sidewalk mile

**SUB TEAM MEMBERS**

Sub: Roadway Asset 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.
Project Principal	Project administration	\$242
Project Manager	Project lead operations and engineering services	\$230
Assistant Project Manager	Coordination and resource allocation	\$215
QC/QA Manager	Quality management program lead	\$215
GIS Manager	External and internal GIS administration	\$185
Field Services Manager	Field staff allocation	\$160
Sr. GIS Analyst/Extraction Specialist	GIS extraction and linking	\$160
Client Services Manager	Project coordination and scoping	\$150
Project Engineer	Data reviews and rating/analysis	\$150
GIS Analyst/Extraction Specialist	GIS extraction and linking	\$120
Database Administrator	Data analysis support	\$120
Field Inspector II	Lead field technician	\$105
Field Inspector I	Field technician	\$97
Administration & Clerical	Administration support	\$90

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: Roadway Asset Services, LLC

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

**SUB TEAM MEMBERS**

Sub: ACL Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal/President	Assignment of resources, quality assurance	\$185
Principal/Vice President	Assignment of resources, quality assurance	\$182
Engineering Specialist	Engineering technical specialist	\$180
Senior Project Manager	Project manager, budget, coordination	\$178
Project Manager	Project manager, budget, coordination	\$173
Senior Project Engineer	Design, analysis, drawings, studies, specs, estimates, reports	\$168
Project Specialist	Project specific support, data analysis, reports	\$163
Project Engineer	Design, analysis, drawings, studies, reports	\$160
Engineer III	Design, analysis, drawings, studies, reports	\$155
Engineer II	Design, analysis, drawings, studies, reports	\$150
Engineer I	Design, analysis, drawings, studies, reports	\$147
Senior Designer	CADD management, design, exhibits, plan management	\$132
Designer II	CADD, preparation of drawings, maps, exhibits, figures	\$128
Designer I	CADD, preparation of drawings, maps, exhibits, figures	\$122
Technician II	CADD, preparation of drawings, data collection	\$118
Technician I	CADD, preparation of drawings, data collection	\$115
Admin Assistant	Administrative support	\$110

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: ACL Inc.

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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>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>invoice</u> / S.F.
Reproducibles	\$ <u>invoice</u> / page

**SUB TEAM MEMBERS**

Sub: HCL Engineering

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	\$250
Director (Civil, Structural, Survey)	Project management, responsible for project deliverables	\$250
Sr. Project Manager II	Directs surveying operations, client coordination	\$215
Sr. Project Manager (Civil, Survey)	Directs surveying operations, client coordination	\$205
Structural Project Manager	Directs structural engineering tasks, client coordination	\$205
Project Manager (Civil, Survey)	Directs civil engineering and surveying operations, client coordination	\$190
SUE Manager	Directs SUE investigations, client coordination	\$195
Sr. Project Engineer	Management and Design capabilities	\$170
Project Engineer	Assists in the design of the project	\$155
Design Engineer II	Higher Level Design capabilities	\$135
Design Engineer I	Entry-Level Design	\$125
Sr. Project Surveyor	Provides calculation, reports and field oversight	\$160
Project Surveyor	In charge of field crews	\$150
Field Coordinator	In charge of field crews	\$180
Sr. CAD Technician	Provides supervision of drafting of surveys	\$145
CAD Technician	Provides drafting of surveys	\$110
Party Chief	Organizes the efficiency of the field survey crew, calculates and records field data	\$170
Instrument Operator	Performs data collection/stake out with support	\$90
SUE Utility Designator	Designates underground utilities	\$150
UAV Pilot	Performs robotic survey data collection	\$145
Administrative	Assists PM with scheduling and other misc. Admin tasks	\$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**

Sub: HCL Engineering

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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



### REIMBURSABLE EXPENSES

Sub: Eugene Lynne

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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**

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

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; property analysis/cost estimates; acquisition of property rights; business and residential relocations	255
Sr. Project Manager	Day to day project management; acquisition, relocation	179
Project Manager	Day to day project management; acquisition; relocation	157
Sr. ROW Agent	Acquisition; relocation	147
ROW Agent III	Acquisition; relocation	135
ROW Agent II	Acquisition; acquisition support; relocation	125
ROW Agent I	Acquisition support; relocation	113
Admin/Support Staff	Acquisition and relocation support	103
Title Staff	Title research; title commitments	171

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	\$4.50/each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</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.	\$265
Senior Project Manager	Responsible for day-to-day management of large projects.	\$255
Project Manager	Responsible for day-to-day management of limited scope projects.	\$225
Senior Project Engineer / Geologist	Performs engineering/geological investigations.	\$205
Project Engineer / Geologist	Performs investigations, prepares reports.	\$180
Staff Engineer / Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$155
Engineer / Geologist Intern	Performs calcs, sketches, and works with the supervision of an engineer.	\$90
Resident Construction Engineer	Manage, schedule, and deliver construction projects. Licensed	\$255
Construction Manager	Management of limited scope projects. Non- licensed	\$230
Construction Observer 3	Inspects construction, submits daily field reports.	\$185
Construction Observer 2	Provide Construction Inspection services, written field reports.	\$170
Construction Observer 1	Provide Construction Inspection services, written field reports.	\$150
Technician Leader / Supervisor	Provides quality control for field project documentation.	\$185
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$165
Technician 3	Conducts tests on soils, concrete, asphalt. Fully certified	\$140
Technician 2	Samples and tests asphalt, concrete, aggregate, and soils.	\$125
Technician 1	Samples and tests asphalt, concrete, aggregate, and soils.	\$115
CAD Designer	Prepares conceptual studies and designs.	\$170
CAD Technician	Assists in preparing CAD designs.	\$115
Project Controller	Monthly B2G audit reporting, prompt payment, MWBE compliance.	\$175
Administrative Assistant	Contract Coordination, Invoicing, audit reporting.	\$110

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: Yeh and Associates, Inc.

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

**SUB TEAM MEMBERS**

Sub: Livable Cities Studio

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 5	Responsible for strategic direction, vision and overall leadership for the company.	\$250
Principal 4	Responsible for strategic direction, vision and overall leadership for the company.	\$225
Principal 3	Project leadership - responsible for overseeing the project.	\$200
Principal 2	Lead project and development of content. Extensive knowledge of design practices	\$180
Principal 1	Lead project and development of content. Lead project and development of content, complex project management.	\$160
Senior Designer 2	Lead design and project management. Provides day-to-day technical management.	\$155
Senior Designer 1	Lead design and project management. Provides day-to-day technical management.	\$145
Designer 6	Project management. Provides day-to-day technical management of task. Development of content and technical design.	\$140
Designer 5	Project management. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Designer 4	Project management. Development and advancement of design content.	\$115
Designer 3	Some project management, design production and technical design resolution.	\$100
Designer 2	Design production. Research and design production.	\$90
Designer 1	Performs design production work directed by mid and senior level staff.	\$80
Administrative Support	Provides a wide variety of administrative and staff support services.	\$100
Intern	Students in a design discipline who assists with project development under the direction of design professional.	\$75

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: Livable Cities Studio

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

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.75</u> / each
Copies (8 1/2 x 14")	\$ <u>1.15</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>n/a</u> / page

\* Assumption - using Denver Print Company 80 lb gloss.



**REIMBURSABLE EXPENSES**

Sub: Peak Consulting Group

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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>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.18</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

**SUB TEAM MEMBERS**

Sub: 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/Classification	Responsibilities	Rate/Hr.
Assistant Technical Specialist	Conducts research and field services in support of a technical field.	\$70
Administration	General office duties such as answering phones, preparing correspondence and reports, scheduling and maintaining calendars of appointments, etc.	\$86
Project Support	General project administration, project support.	\$92
Project Support I	Same as above, but with additional/more complex duties, more experience, and less oversight.	\$97
Project Support II	Same as above, but with at least 2 years of relevant position experience.	\$108
Project Assistant	Data management and administrative support, invoicing, maintain field equipment, administrative contract control.	\$119
Project Assistant I	Task-level implementation related to data management and project support in both the field and office.	\$129
Project Controller	Oversees cost management for complex projects, conducting detailed cost analysis, forecasting, and risk assessment.	\$140
CAD Assistant	Duties may include configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems.	\$97
CAD Assistant I	Same as above, but with at least 1 year of relevant position experience.	\$108
CAD Assistant II	Same as above, but handles more complex requests and works more independently.	\$119
CAD Specialist	Responsible for maintaining CAD libraries, engineering documentation management systems and CAD computer network systems.	\$135
CAD Specialist I	Same as above, but also responsible for supervising junior-level staff.	\$151
CAD Specialist II	Same as above, but with at least 6 years of relevant position experience.	\$167
CAD Specialist III	Directs and manages the CAD team and workload. Responsible for overall design delivery, strategies, scope, and timing of deliverables.	\$183
GIS Designer	Utilizes programs such as ESRI ArcGIS to graphically present data or create figures or maps.	\$102
GIS Designer I	Same as above, but with at least 1 year of relevant position experience.	\$113
GIS Designer II	Same as above, but handles more complex requests and works more independently.	\$124
GIS Specialist	Conducts GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.	\$140
GIS Specialist I	Same as above, but also responsible for supervising junior-level staff configuring and maintaining GIS libraries and computers.	\$156
GIS Specialist II	Same as above, but responsible for more complex mapping requests. Positions needs at least 6 years of relevant position experience.	\$172

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

**SUB TEAM MEMBERS**

Sub: 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/Classification	Responsibilities	Rate/Hr.
GIS Specialist III	Directs and gathers GIS data and prepares complex reporting and analysis. Oversight of technical products related to GIS project management support.	\$189
Assistant Historian/Archaeology Technician	Conducts research and field services in support of a technical lead.	\$70
Assistant Historian/Archaeology Technician I	Same as above, but with at least 1 year of relevant position experience.	\$81
Assistant Historian/Archaeology Technician II	Conducts research to support evaluation and development of recommendations for the significance, effect, and treatment of cultural resources.	\$92
Assistant Historian/Archaeology Technician III	Same as above, but with at least 1 year of relevant position experience.	\$102
Cultural Field Specialist	Unearths archaeological sites, and documents, itemizes, and studies unearthed items.	\$113
Cultural Field Specialist I	Same as above, but with 2 or more years of relevant position experience.	\$124
Cultural Resource Specialist	Implements initial evaluations and recommendations for significance, effect, and treatment of cultural resources, and writes descriptive technical reports.	\$135
Cultural Resource Specialist I	Same as above, but with 2 or more years of relevant position experience.	\$151
Cultural Resource Specialist II	Prepares complex reporting and analysis, including oversight of technical products related to historic, archaeological, paleontological, Section 106 and Section 4(f) resources.	\$167
Cultural Resource Specialist III	Same as above, but with 4 or more years of relevant position experience.	\$194
Cultural Resource Specialist IV	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level archaeologists and historians.	\$221
Regulated Materials Specialist	Completes field services, including air clearances for asbestos/IH abatement or remediation projects, or field oversight for soil remediation projects.	\$102
Regulated Materials Specialist I	Completes more complicated tasks than the Regulated Materials Specialist, including small building inspection surveys, contractor oversight, and air clearances.	\$113
Regulated Materials Specialist II	Same as above, but with less oversight and at least 2 years of relevant position experience.	\$124
Industrial Hygienist	Completes field services, including Certified Asbestos Building Inspection surveys, contractor bid development and support, and oversight and air quality clearances.	\$156
Industrial Hygienist I	Conducts industrial hygiene and/or hazardous materials assessments and investigations, asbestos sampling, asbestos in soil evaluations/monitoring, and design.	\$167
Industrial Hygienist II	Prepares complex reporting and analysis, including oversight of technical products related to regulated materials and industrial hygiene, workplace safety, asbestos, mold and lead.	\$205
Industrial Hygienist III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level industrial hygienists.	\$248
Landscape Designer	Develops illustrative graphics (maps, perspectives, sections), 3D modeling, and visualizations.	\$119
Landscape Designer I	Conducts site inventory and analysis. Develops illustrative graphics, 3D models, design development, construction documents, and written master plan/guideline documents.	\$135

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

**SUB TEAM MEMBERS**

Sub: 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/Classification	Responsibilities	Rate/Hr.
Landscape Designer II	Same as above, but with additional/more complex duties, more experience, and less oversight.	\$151
Landscape Architect	Develops project requirements, site investigations, programming requirements development, analyses, and project execution.	\$162
Landscape Architect I	Same as above, with but with 2+ years of related work experience.	\$178
Landscape Architect II	Same as above, but responsible for project management on larger complex projects, coordination with design team, client, and public.	\$205
Landscape Architect III	Same as above, and responsible for site inventory and analysis, design development, construction documents, guideline documents, graphics, and 3D modeling.	\$237
Assistant Field Technician	Conducts research and field services in support of a technical field.	\$70
Assistant Field Support	Same as above, but performs more complex tasks.	\$81
Assistant Field Support I	Same as above, but performs responsibilities more independently.	\$92
Assistant Field Support II	Same as above, but with 1 year of relevant field experience.	\$108
Field Specialist	Task-level implementation related to data management and project support in both the field and office	\$119
Field Specialist I	Same as above, but responsible for lower staff members when conducting field work together.	\$124
Field Engineer/Scientist	Conducts routine field surveys to support General Professional levels, as well as compilation of scientific data collection and research.	\$135
Field Engineer/Scientist I	Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data.	\$140
Field Engineer/Scientist II	Performs non-routine assignments of substantial variety and complexity. Receives technical advice from supervisor. May be assisted by lower-level Technicians.	\$145
Field Engineer/Scientist III	Same as above, responsible for planning and coordinating field work and equipment.	\$156
Engineer	Conducts the collection and initial interpretation of engineering, and assists with the preparation of figures, exhibits, charts and data tables.	\$167
Engineer I	Conducts data analysis and input, field data gathering, and miscellaneous field services related to environmental engineering, and writes descriptive technical reports.	\$183
Engineer II	Prepares complex reporting and analysis including oversight of technical products related to engineering studies.	\$216
Engineer III	Same as above, but with 4-7 years of relevant position experience.	\$269
Engineer IV	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments.	\$291
Engineer V	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level engineers.	\$307

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: Pinyon Environmental, Inc.

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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**

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Red-line copies	\$ <u>0.25</u> / S.F.
Reproducibles	\$ <u>0.25</u> / page



**REIMBURSABLE EXPENSES**

Sub: SavATree

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

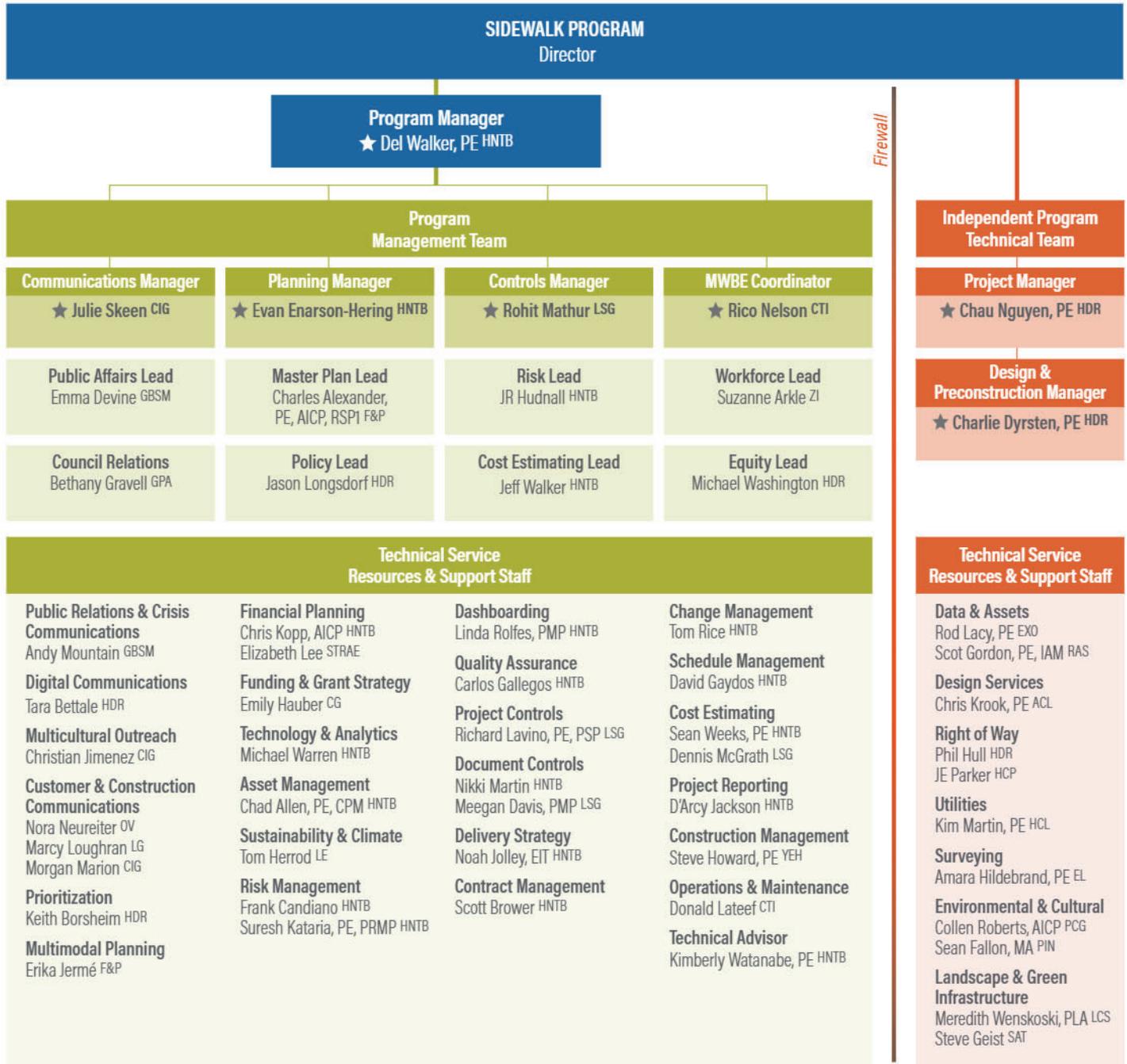
EXHIBIT C

**Consultant's Key Personnel**

## Team Organization

The Program Management Team and Program Technical Team will remain completely independent, and will report separately and directly to the DOTI Sidewalk Program Director (*Exhibit 2.2*). To achieve this independence and institute appropriate firewalls, HNTB will direct and lead Program Management roles including Communications, Planning, Controls, and MWBE Coordination. HDR will direct and lead Program Technical roles, including Project Management and Design and Preconstruction. Each independent team will report directly to the DOTI Sidewalk Program Director.

*Exhibit 2.2 – Organizational chart*



**LEGEND**

- ★ Key Staff
- MWBE
- EL - Eugene Lynne ●
- EXO - Exodigo
- F&P - Fehr & Peers
- GBSM - GBSM, Inc
- GPA - Gravell Public Affairs ●
- HCP - HC Peck ●
- HDR - HDR
- HCL - HCL Engineering ●
- LCS - Livable Cities Studio ●
- LE - Lotus Engineering ●
- LG - Loughran Group ●
- LSG - LS Gallegos ●
- OV - OV Consulting ●
- PCG - Peak Consulting ●
- PIN - Pinyon Environmental ●
- RAS - Roadway Asset Services
- SAT - SavATree
- STRAE - STRAE Advisory Services
- YEH - Yeh & Associates ●
- ZI - ZANN & Associates, Inc. ●

Please see Tab 3 for Key Personnel work location and percent availability.

EXHIBIT D

**Minority and Women-Owned  
Business Enterprise Requirements**

## EXHIBIT D

### **Minority and Women-Owned Business Enterprise Requirements**

(a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Contractor [Goal] Commitment for MWBE participation for this agreement’s task orders will be stipulated in the DSBO MWBE Commitment Form submitted by the Contractor prior to each task order’s execution.

(b) Under § 28-68, D.R.M.C., the Contractor/Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, task-order compliance with the respective MWBE participation upon which each of this Agreement’s associated task orders are awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor/Consultant acknowledges that:

(1) If directed by DSBO, the Contractor/Consultant is required to develop and comply with an approved MWBE Utilization Plan (“Utilization Plan”) in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor/Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

(2) If change orders or any other contract modifications are issued under the Agreement or its associated Task Orders, the Contractor/Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract or Task Order, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

(3) If change orders or other amendments or modifications are issued under the contract or its associated Task Orders that include an increase in the scope of work of this Agreement or its associated Task Orders, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract or its associated Task Orders, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract or task order award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.

(4) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors/subconsultants are subject to the original overall contract and specific task order requirement. The Contractor/Consultant shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor/Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor/Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract or task order.

(5) If applicable, for task orders of one million dollars (\$1,000,000.00) and over, the Contractor/Consultant is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors/subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor/subconsultant's invoice.

(6) Failure to comply with these provisions may subject the Contractor/Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

(7) Should any questions arise regarding specific circumstances, the Contractor/Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

EXHIBIT E

**ACORD Insurance Certificate**



POLICY NUMBER: GLO 0769451

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPERATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO 0769451

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON, OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPERATLEY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSALIDATED PROGRAM.

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO 0769451

**Notification to Others of Cancellation**

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

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part
- Liquor Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

**SCHEDULE**

<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Name and Address of Other Person(s) / Organization(s):</b>
<p><b>ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</b></p>	<p>30</p>

All other terms and conditions of this policy remain unchanged.

U-GL-1446-A CW (05/10)

Attachment Code: D588371 Certificate ID: 21430367

POLICY NUMBER: GLO 0769451

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

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

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

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

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

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS

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

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment Code: DS88219 Certificate ID: 21430367

POLICY NUMBER: BAP 0769452

COMMERCIAL AUTO  
CA 20 48 10 13

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Attachment Code: D588367 Certificate ID: 21430367

**POLICY NUMBER: BAP 0769452**

### Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READIT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

#### SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
<p>ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>	<p>30</p>

All other terms and conditions of this policy remain unchanged.

**U-CA-812-A CW (05/10)**

Attachment Code: D588373 Certificate ID: 21430367

POLICY NUMBER: BAP 0769452

COMMERCIAL AUTO  
CA 04 44 10 13

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**SCHEDULE**

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

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

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

Attachment Code: D588370 Certificate ID: 21430367

**POLICY NUMBER: WC 0769453**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 06 33**

**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

**SCHEDULE**

<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)  
2/19/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span> INSURER A : <u>Lloyd's of London</u> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> 1445015 HNTB CORPORATION 950 17TH STREET #2000 DENVER CO 80202	

**COVERAGES** **CERTIFICATE NUMBER: 21430414** **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$
	<b>AUTOMOBILE LIABILITY</b> <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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	LDUSA2404553	5/1/2024	5/1/2025	\$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 PROJECT NUMBER: 86617/CONTRACT NAME; ON-CALL PROFESSIONAL SERVICES SIDEWALKS.

<b>CERTIFICATE HOLDER</b>  21430414 86617 - DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE 201 WEST COLFAX AVENUE, DEPT 601 DENVER, CO 80202	<b>CANCELLATION</b> See Attachment  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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Attachment Code: D553197 Certificate ID: 21430414

**Forms a part of policy no.:** LDUSA2404553

**Issued to:** HNTB HOLDINGS LTD and as more fully detailed herein

**By:** UNDERWRITERS AT LLOYD'S, LONDON AND SUPPORTING INSURERS

**ENDORSEMENT #14**

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED  
INSURED ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

**SCHEDULE**

Name of Certificate Holder(s) and Address:

**WHERE PURSUANT TO A CONTRACT OR WRITTEN AGREEMENT THE INSURED HAS AGREED BY NATURE OF SUCH CONTRACT OR WRITTEN AGREEMENT WHERE THE INSURED HAS PROVIDED THE INSURERS WITH THE NAMES AND ADDRESS OF SUCH CERTIFICATE HOLDERS**

- A. If the **Insurer** cancels this policy, prior written notice of cancellation shall be given to the Certificate Holder(s) shown in the above Schedule (hereinafter, "Certificate Holder(s)") as follows:
1. a ten (10) day prior written notice of cancellation shall be given for non-payment of premium;
  2. a sixty (60) day prior written notice of cancellation shall be given for any reason other than cancellation for non-payment of premium,
  3. a sixty (60) day prior written notice of shall be given for non-renewal of this policy.
- B. The **Insurer** shall provide sixty (60) days prior written notice of a **Material Change** during the policy period to the Certificate Holder(s).

Other than the right to receive notice of cancellation or a notice of a **material change** as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional **Named Insured** status.

The following definitions apply to this endorsement:

1. **Insurer** means the insurers shown in the Market Schedule attached to this policy
2. **Material Change** means the addition of an endorsement(s) to the policy after the policy inception date which:
  1. Reduces the Limits of Insurance/Liability; or
  2. Adds an Exclusion(s) to the policy.

All other terms and conditions of the policy remain the same.