

ON CALL PROFESSIONAL SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

ATKINS NORTH AMERICA, INC.

Contract No. DOTI-202056573

THIS AGREEMENT entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **ATKINS NORTH AMERICA, INC.** (the "Consultant"), a Florida corporation registered to do business in Colorado, whose address is 7604 Technology Way, Suite 400, Denver Co 80237.

RECITALS

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

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

3. In response to the City's Request for Qualifications, the Consultant submitted a Proposal for specific categories and services to the City. The Consultant and the City have negotiated a basic scope of categories and services, which includes the committed MWBE participation goals (Exhibit A, A-1, A-2, etc.,) established by the Division of Small Business Opportunity ("DSBO"), and Rates for such professional services (Exhibit B), copies of which are attached hereto.

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

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Consultant with respect to the furnishing of professional services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure ("Manager") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the Manager of the Program Resource Office ("Manager Program Resource")

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

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

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

SECTION 2 – CONSULTANT'S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

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

the scope of the Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

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

2.03 Program and Budget.

- (a) The Consultant agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Consultant

determine that an assigned task cannot be accomplished within the final proposed cost, the Consultant shall immediately notify the Project Manager, in writing.

- (b) Consultant shall prepare a proposal with a maximum estimated fee for a particular task. Consultant agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all task work exceed such cost, the Consultant agrees to complete the Task at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

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

2.05 Personnel Assignments.

- (a) The key professional personnel identified by category and reflected in **Exhibit C**, will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, professional design personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications and rates referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written task order.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for

the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

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

2.06 Basic Services – General.

- (a) The Consultant shall, under the general direction of and at the written request of the Director, furnish experienced personnel to support the Department's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved task proposal for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned and its proposal is approved.

- (b) When directed by the Director to perform a particular task or tasks, within the scope of the categories agreed upon and outlined within Exhibit A, A-1, A-2, etc., attached hereto, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) A not to exceed maximum fee for the Consultant's proposed services.
 - (2) Itemized fee breakdown. No markup will be allowed on basic services or reimbursables.
 - (3) The additional services budget, if any, for the task.
 - (4) Any reimbursable expenses approved pursuant to paragraph 3.02.
 - (5) A detailed description of the task and scope of work (the "Work").
 - (6) A list of deliverables for the task.
 - (7) An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Director of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
- (d) The assigned task shall be performed in conformance with the approved task specific proposal. The terms of this Agreement cannot be altered by task order.
- (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall not proceed with any Task until a Notice to Proceed is execute by the City and issued to the Consultant.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.
- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the task specific proposal for such task, and included in the Consultant's basic services responsibilities for such task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Specific.

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

- (a) Review and Assessment. Assess and measure likelihood of Program financial success, and identify and propose improvements to ensure quality of financial information available. Provide a review and assessment of the Program's scope, progress, performance and financial status and forecasts as measured against baseline schedules and budgets.
- (b) Risk Analysis. Identify potential issues, risks and cost exposures, and provide early warning of issues in order to mitigate or minimize impacts.
- (c) Reporting and Communication. Report and communicate key issues and opportunities to interested agencies including but not limited to Department of Transportation and Infrastructure, Arts Venues Denver, the Mayor's Office, Parks and Recreation, City Council members, and outside partners to manage expectations and needs of affected parties.
- (d) Financial Tracking and Reporting. Gather necessary data, prepare and deliver financial reports that meet the needs of the City and other stakeholders.
- (e) Support Financial Tracking. Consultant will direct City staff on financial reporting requirements and compile financial information to prepare summary level data of project expenses (both projected and actual). Consultant will support "change management" practices to address needed project funding adjustments.
- (f) Scheduling Support. Consultant will compile necessary information to prepare summary level data of overall project schedules. Consultant will support "change management" practices to address needed project schedule adjustments.
- (g) Contract Support. Consultant will support Intergovernmental Agreements (IGAs) and other contracts related to Program.
- (h) Status Updates. Provide ongoing formal and informal presentations to the City team, City Council, and outside partners on status of the Program, including details on project status and financials.
- (i) Meetings. The Consultant shall attend such meetings as may be required for a complete understanding of each task, and the Consultant shall document all such meetings and distribute minutes to the City within a week of the meeting.
 - (1) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to program needs and budget of the City.
 - (2) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.
- (j) Schematic Design or Planning Phase:
 - (1) The Consultant shall not begin work on the Schematic Design or Planning Phase of any project unless and until written notice to proceed with such phase is received from the Project Manager.
 - (2) During the Schematic Design or Planning Phase for each project, the Consultant shall, in response to the City's requirements, the budget

restrictions of the project and the format of design and construction selected by City, prepare for the City's approval schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.

- (3) The Consultant shall also provide a preliminary Statement of Probable Construction Cost of the project, taking into account the City's project budget.
- (4) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

(k) Design Development Phase:

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

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

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

- (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
 - (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance such as signing application(s).
 - (5) Acceptance of the Construction Documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions or errors.
 - (6) All final plans and specifications shall bear the signature(s) and seal(s) of Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer, where applicable and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
 - (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
 - (8) The Consultant shall provide a list of long lead items to the City's Project Manager.
 - (9) The Consultant shall provide the City with a Final Statement of Construction Cost based upon the submitted Design Documents for the City's consideration.
 - (10) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific Proposal.
 - (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.
- (m) Bidding Phase:
- (1) Prior to beginning the Bidding Phase of the project, the Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents.

(2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda. During this phase, the Consultant's duties shall include, but not be limited to:

- (i) Preparing and submitting the project documents, bid documents, and the invitation for bids for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;
- (ii) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
- (iii) Providing the City with bid documents in accordance with the format required by the City;
- (iv) Assist the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
- (v) Assist the Project Manager with the preparation of any necessary addenda;
- (vi) Participating in the pre-bid conference with prospective bidders;
- (vii) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
- (viii) Performing all services included in the applicable portions of the applicable approved project specific Proposal.

(n) Construction Administration Phase:

- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
- (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.

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

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

- (17) The Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (18) "As-Built Drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under the contract. "As-Built Drawings" may also be referred to as "Record As-Built Drawings."
- (19) Prior to Final Inspection, the Consultant shall obtain the original "Marked-up As- Built" drawings and final survey, if applicable, as well as a conformed copy of the Project Specifications from each Contractor. Since the original construction drawings are signed and stamped by a Professional Engineer and/ or Architect, the submitted As-Built changes shall also be signed and stamped by the Professional Engineer or Architect of record. These drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As-Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Consultant's basic services fee for each project may not be paid until such As-Built Drawings and all Record Documents required are received by the City Project Manager and accepted by the City.
- (20) The Consultant shall attend the Final Inspection with the Contractor and the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (21) Prior to final payment to the Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (22) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished to the City.
- (23) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

2.08 Surveying and Testing

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

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

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

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

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

(f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Consultant shall notify the City in writing immediately.

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

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

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

3.04 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 6.27. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by task order. With each invoice, the Consultant shall also submit a completed Contractor/Consultant Certification of Payment form listing all first tier subconsultants and all MWBE certified firms whose participation will count towards any assigned program goal. The Consultant shall submit the requested information on the City's current Contractor/Consultant Certification of Payment form at the time of invoicing and in the format requested by the City (e.g. PDF and/or Excel). Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Consultant.

3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed, which includes all categories selected under this Agreement, shall not exceed a maximum of **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement,

no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it accepts each proposal for a specific task. The Manager of Finance, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific task.

- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific task to exceed the amount appropriated for the Consultant's work on a specific task is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Director that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned Project, at the time it executes the Task Order for a Project. The applicable Director or her designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **January 15, 2021 and expire January 14, 2024**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director. The term of this

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

4.02 Termination.

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

SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS

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

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

| CATEGORY DESCRIPTION | MWBE COMMITMENT % |
|---|--------------------------|
| #1 (General Civil/Roadway Design) | 20% |
| #7 (Traffic Engineering) | 25% |
| #13 (Program and Project Management) | 35% |

5.02 SPECIFIC REQUIREMENTS FOR COMPLIANCE WITH PROMPT PAYMENT

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

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

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

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

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

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

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

SECTION 6 – GENERAL PROVISIONS

6.01 City's Responsibilities.

(a) The City shall provide available information regarding its requirements for each task, including related budgetary information, and shall cooperate fully with the Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Consultant shall notify

City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or inappropriate to the design or construction of the task.

- (b) If the City observes or otherwise becomes aware of any fault or defect in the task or non-conformance with Contract Documents, it shall give prompt notice thereof to Consultant.

6.02 Ownership of Documents.

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

- (a) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (b) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (c) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (d) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (e) If the City reuses Design Documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's approval, the City will have no claim against the Consultant arising out of any alleged defects, deficiencies or flaws in the Documents.

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

6.04 Examination of Records and Audits: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require consultant to make disclosures in violation of state or federal privacy laws. consultant shall at all times comply with D.R.M.C. 20-276.

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

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

6.07 Insurance.

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

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

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

6.08 Defense and Indemnification

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

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

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

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

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

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

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

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

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

6.13 Conflict of Interest.

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

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

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

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

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

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

6.17 Proprietary or Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|--------------------|--|
| to the Consultant: | ATKINS NORTH AMERICA, INC. 7604 Technology Way, Suite 400, Denver Co 80237 |
|--------------------|--|

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

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

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

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

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Contract Control Number: DOTI-202056573-[00]
Contractor Name: ATKINS NORTH AMERICA, INC.

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

SEAL **CITY AND COUNTY OF DENVER:**

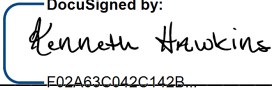
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202056573-[00]
ATKINS NORTH AMERICA, INC.

By:  E02A63C042C142B...

Name: Kenneth Hawkins
(please print)
Title: VP, Sector Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

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

Short Description:

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

Definition:

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

Primary Scope Elements:

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

Secondary Scope Elements:

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

Skills and Requirements:

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

Exhibit A

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

Short Description:

Design of traffic signal and intersection improvements

Definition:

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

Primary Scope Elements:

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

Secondary Scope Elements:

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

Skills and Requirements:

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

Exhibit A

| Category Name | Category Number | Category Amount | M/WBE Goal Commitment |
|--------------------------------|-----------------|-----------------|-----------------------|
| Program and Project Management | 13 | \$2,500,000.00 | 35% |

Short Description:

Development and implementation of program management best practices, procedures, tools, and techniques.

Definition:

Work in this category will include provision of professional services related to the development and implementation of best practices, procedures, tools, and techniques related to the programmatic delivery of capital infrastructure projects. Work may also include providing project management services in the form of staff augmentation and/or specialty support services. Qualified firms must be able to provide program management, project management, and construction management.

Primary Scope Elements:

- Professionally facilitated workshops for organizational development, including:
 - Chartering of program teams
 - Risk register development
 - Development of governance
 - General team building
- Current state and “path forward” alternatives analysis
- Strategy development
- Implementation recommendations
- Performing a “gap analysis” with a report and recommendations on how to bridge resource shortfalls
- Providing highly specialized staff to augment program delivery with roles in:
 - Scheduling
 - Cost estimating
 - Contracting and procurement
 - Establishment of program document management procedures and systems
- Project Management
- Construction Management and oversight (including construction administration and inspection services)

Secondary Scope Elements:

- General requirements required in the contract
- Additional tasks as required

Skills and Requirements:

- Program management experience that includes demonstrated experience as the prime program management consultant on at least three (3) municipal government-led, integrated capital improvement programs with a program capital value of at least \$100 million each. Verifiable staff and company experience in the initiation, planning, execution, monitoring, controlling and closeout of programs using industry best practices in strategic planning, scope and change management, risk, quality, and document management, stakeholder management and outreach, and communications. Demonstrated expertise in the use of Primavera P6 for development and maintenance of cost and resource-loaded schedules. Ability to perform independent cost estimates in accordance with AACE International Recommended Practice. Ability to establish SharePoint sites and optimization of file structures. Demonstrated experience in management of design and construction management consultants and alternative delivery contracts (CMGC and design/build) as well as experience in serving as an owner's advisor. Experience in performing program audits and gap analysis and facilitation of workshops and training session.
- Project management capabilities including cost, schedule, and stakeholder management in a matrix-style management structure with coordination across multiple functional groups.

C Rates for Prime Firm - Attachment 5

Attachment 5

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Atkins North America, 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).

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

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

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

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

Attachment 5 CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Atkins North America, 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).

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

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

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

Attachment 5

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Atkins North America, 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).

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

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

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

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

Attachment 5
CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Atkins North America, 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).

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

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

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

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

Attachment 5 CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Atkins North America, 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).

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

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

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

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



eRates for Additional Team Members

SUB-CONSULTANT TEAM MEMBERS

General Civil/

Firm Name: 105 West, Inc.Category: Roadway Design

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------|---|----------|
| Dir.of Survey/Mapping | Manage Projects/Perform Boundary Survey work and ROW work | \$130 |
| Project Surveyor | Manage Projects/day-to-day field operations & perform all surveying | \$105 |
| Survey Technician | Perform all types of surveying required for project completion | \$85 |
| Party Chief | Perform field work and coordination | \$85 |
| Instrument Operator | Assist Party Chief in performing field work and coordination | \$60 |
| Administrative | Perform administrative duties | \$60 |
| Survey Crew (2-Man) | Perform field work and coordination | \$145 |
| Survey Crew (1-Man) | Perform field work and coordination | \$120 |
| Survey Crew (3-Man) | Perform field work and coordination | \$220 |
| | | |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

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

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

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: All Traffic Data Services, LLC

Category: Gen Civil/Roadway

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|--|-------------|
| Project Manager | Provide data collection scope and services needed with costs, schedule data collection, review collected data, submit final reports and invoice. | \$ 82.50/Hr |
| Data Processor | Process field data, check for accuracy and produce applicable reports. | \$ 75.00/Hr |
| Technician | Place equipment in the field to collect accurate data | \$62.50/Hr |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

- (1)

Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2)

Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3)

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

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Apex Design, PCCategory: General Civil/Roadway Design

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

| Title/Classification | Responsibilities | Rate/Hr. |
|------------------------------------|--|----------|
| Principal | Contract Management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting. | \$ 240 |
| Senior ITS Engineer III | Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates. | \$ 224 |
| Senior Transportation Engineer III | Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates. | \$ 216 |
| Senior Project Manager | Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates. | \$ 204 |
| Senior Transportation Engineer II | Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on transportation projects. | \$ 180 |
| Senior Civil Engineer | Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications. | \$ 164 |
| Senior ITS Engineer | Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks. | \$ 160 |
| Senior Transportation Planner II | Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. | \$ 156 |
| Senior ITS Specialist | Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules. | \$ 152 |
| Senior Transportation Engineer | Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks. | \$ 150 |
| Transportation Engineer II | Preparation of engineering drawings, analysis and report preparation. | \$ 146 |
| Construction Engineer II | Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements. | \$ 142 |
| Construction Manager | Creates and manages construction schedules; Performs pre-and post-installation field reviews; shares lessons learned from installations, manages integration and testing in field. | \$ 136 |
| Data Services Manager | Coordinates and collects traffic and transportation data. Reviews and summarizes data for use in engineering evaluations. | \$ 136 |
| ITS Engineer | Preparation of engineering drawings, analysis and report preparation for ITS specific projects. | \$ 126 |

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Exhibit B - Subconsultant Rates - Category 1

ATKINS

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|-------------------------------|---|--------|
| Transportation Engineer | Preparation of engineering drawings, analysis and report preparation. | \$ 126 |
| ITS Construction Specialist | Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules. | \$ 126 |
| Senior Construction Inspector | Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements. | \$ 126 |
| Senior TIM Coordinator | Manage and/or staff traffic management center | \$ 110 |
| Transportation Planner | Preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. | \$ 104 |
| EIT III | Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. | \$ 104 |
| EIT II | Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. | \$ 98 |
| Technical Specialist I | Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts. | \$ 96 |
| EIT | Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. | \$ 92 |
| Construction Engineer | Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements. | \$ 90 |
| Construction Inspector | Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification. | \$ 90 |
| Data Analyst | Performs data analysis and reporting. | \$ 88 |
| Junior Transportation Planner | Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. | \$ 78 |
| Intern | Performs data collection, analysis, and drafting assignments under the direction of professional staff | \$ 50 |
| Project Administrator | Responsible for all accounting aspects of project. | \$ 134 |
| Project Assistant | Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management. | \$ 90 |
| Administrative Assistant | Performs word processing, report preparation, specifications, mailings and reproduction. | \$ 60 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billingrate: ~2.9

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

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

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May 4, 2020

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SUB-CONSULTANT TEAM MEMBERSFirm Name: Clanton & AssociatesCategory: Gen Civil/Roadway Design

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

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

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

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

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

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May 4, 2020

SUB-CONSULTANT TEAM MEMBERSFirm Name: Communication Infrastructure Group (CIG)Category: Gen Civil/Roadway

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Communication Infrastructure Group (CIG)Category: Gen Civil/Roadway

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Communication Infrastructure Group (CIG)Category: Gen Civil/Roadway

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|-----------------------------|----------|
| Account Coordinator | Entry-level project support | \$37.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Design Workshop, Inc.

Category: Gen Civil/Roadway

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------------------|---|-------------|
| Principal | Planning, coordination and oversight of the project | \$200 - 400 |
| Associate/ Landscape Architect | Project management and oversight, landscape design and architecture, planning, layout, analysis | \$95 - 225 |
| Project Assistant | Support, drawing, graphics | \$80 - 100 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.5

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

- (1)

Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2)

Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3)

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Dig StudioCategory: Gen Civil/Roadway

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|--|----------|
| Sr. Principal | Project oversight, client collaboration, design direction & team leader. | \$210 |
| Principal | Project oversight, client collaboration, design direction & team leader. | \$170 |
| Associate Principal | Project oversight, client collaboration, design direction & team leader. | \$145 |
| Designer IV | Day to day coordination, project collaboration, design implementation | \$125 |
| Designer III | Day to day coordination, project collaboration, design implementation | \$115 |
| Designer II | Day to day production & design implementation | \$105 |
| Designer I | Day to day production & design implementation | \$ 95 |
| Intern | Day to day production | \$ 75 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Diversified Underground IncCategory: Gen Civil/Roadway

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------|--|----------|
| Project Manager | To manage in field staff making sure projects are completed in a timely manner while keeping efficiency. | 75.00 |
| Hydro Operator | To perform project duties (hydro excavation and potholing) with efficiency, providing detailed work sketches at completion of project. | 45.00 |
| Laborer | To provide help and assistance to the hydro operator. | 32.00 |
| Locate Manager | To provide a guideline for infield staff to follow, manage productivity, handle scheduling, and working side by side with the superintendent to keep efficiency. | 75.00 |
| Locate Superintendent | To manage in field staff making sure projects are completed in a timely manner while keeping efficiency | 65.00 |
| Engineer Locator | Provide Engineering and SUE quality locates within a timely manner. Completing detailed sketches to be sent to client at the end of project. | 95.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: GeocalCategory: Gen Civil/Roadway

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: HCL Engineering & Surveying Category: General Civil/Roadway Design

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

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

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

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

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

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

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

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May 4, 2020

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Kimley-Horn and Associates, Inc.Category: Gen Civil/Roadway Design

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|--|----------|
| Sr Prof II | Project Management/Design/Planning/Etc. | \$235.00 |
| Sr Prof I | Project Management/Design/Planning/Etc. | \$200.00 |
| Prof | Project Management/Planner/Design/Production/GIS | \$160.00 |
| Analyst III | Planner/Design/Production/GIS | \$140.00 |
| Analyst II | Planner/Design/Production/GIS | \$125.00 |
| Analyst I | Planner/Design/Production/GIS | \$115.00 |
| Sr Tech Support | Design/Development of CADD Drawings | \$165.00 |
| Tech Support | Development of CADD Drawings | \$140.00 |
| Sr Clerical | Accounting, Production | \$120.00 |
| Support Staff | Accounting, Receptionist, Clerical, Production | \$80.00 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **3.35 (average)**

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Livable Cities Studio, Inc.Category: Gen Civil/Roadway Design

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: OV ConsultingCategory: General Civil/Roadway Design

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.Category: Gen Civil/Roadway

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: PK Electrical, Inc. Category: General Civil/Roadway Design

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

| Title/Classification | Responsibilities | Rate/Hr. |
|---------------------------------------|---|----------|
| Principal/Engineer of Record | Oversees the entire project, manages clients, provides QA/QC reviews | \$225.00 |
| Engineering Manager | Engineer in charge of design, standards, requirements, project management staff, and attends client meetings. | \$190.00 |
| Senior Project Engineer | Engineer responsible for technical aspects of project, code reviews, oversees junior engineers and designers. | \$185.00 |
| Senior Project Manager | Assists Project Engineer, manages staff, resources, schedule, budget | \$175.00 |
| Electrical/Technology Designer | Designs low voltage systems, lighting and power systems, edits specifications | \$150.00 |
| Fire Alarm Engineer/Designer | Design of fire alarm, mass notification, v-evac systems, and specifications | \$165.00 |
| Technology Manager | Manages designers and designs for low voltage systems (DATA/voice, A/V, security, CCTV, infrastructure systems) | \$185.00 |
| Bookkeeper/Accounting | Finance accounts manager/bookkeeping | \$100.00 |
| Electrician/Designer/Field Technician | Assists in designs, performs field investigations and site surveys | \$150.00 |
| Production/BIM Manager | Manages production department and staff, assigns work, maintains drafting standards and drafting software | \$125.00 |
| Drafter | Microstation, BIM, CAD drafting and production | \$95.00 |
| Admin | Filing, document control, spec editing, general tasks | \$80.00 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.4812

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: San Engineering, LLCCategory: General Civil/Roadway

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------------|--------------------------------|----------|
| Civil Engineering Mgr. | Design / Management | \$165.00 |
| Structural Engineering Mgr. | Design / Management | \$165.00 |
| Sr. Project Engineer | Design / Coordination | \$145.00 |
| Staff Engineer | Design / Production | \$135.00 |
| Sr. CAD/BIM Drafter | Drafting / Design / Production | \$130.00 |
| Drafter | Drafting | \$115.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.53

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a

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

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May 4, 2020

SUB-CONSULTANT TEAM MEMBERSFirm Name: Shannon & WilsonCategory: General Civil /Roadway Design

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

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

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

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

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

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

Attachment 5

SUB-CONSULTANT TEAM MEMBERS

Firm Name:

Triunity, Inc.

Category: General Civil/Roadway
Design

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

| Title/Classification | Responsibilities | Rate/Hr. |
|---------------------------------|--|----------|
| Administration Support | Administration and Clerical Support | \$70 |
| Executive Admin Support | Executive Administration and Clerical Support | \$90 |
| Civil Engineer Lead | Civil design | \$188 |
| Civil Engineer 2 | Civil design | \$170 |
| Civil Engineer 1 | Civil design | \$145 |
| Civil/Structural Inspector Lead | Civil/Structural Field Inspections | \$165 |
| Civil/Struct Inspector 2 | Civil/Structural Field Inspections | \$140 |
| Civil/Struct Inspector 1 | Civil/Structural Field Inspections | \$110 |
| Construction Manager 2 | Construction Management | \$210 |
| Construction Manager 1 | Construction Phasing, Constructability Reviews | \$150 |
| Construction Safety | Construction Field Safety | \$117 |
| Document Control Specialist 2 | Document Control Specialist | \$165 |
| Document Control Specialist 1 | Document Control Specialist | \$130 |
| Document Control Support | Document Control Support | \$95 |
| Drafting Lead | CAD & Drafting | \$115 |
| Drafter 1 | CAD & Drafting | \$95 |
| Electrical Engineer Lead | Electrical and Systems Engineering | \$250 |
| Electrical Engineer 2 | Electrical and Systems Engineering | \$210 |
| Electrical Engineer 1 | Electrical and Systems Engineering | \$175 |
| Electrical Inspection Lead | Electrical Field Inspections | \$170 |
| Electrical Inspection 2 | Electrical Field Inspections | \$145 |
| Electrical Inspection 1 | Electrical Field Inspections | \$115 |
| ITS/Traffic Senior | Traffic and ITS Design and Analysis | \$210 |
| ITS/Traffic Engineer 2 | Traffic and ITS Design and Analysis | \$170 |
| ITS/Traffic Engineer 1 | Traffic and ITS Design and Analysis | \$125 |
| ITS/Traffic EIT | Traffic and ITS Design and Analysis | \$85 |
| Project Controls Mgr 2 | Project Management, Project Controls Lead | \$230 |
| Project Controls Mgr 1 | Project Management, Project Controls Lead | \$195 |
| Project Controls 2 | Scheduling, Estimating, Contract Admin | \$175 |
| Project Controls 1 | Scheduling, Estimating, Contract Admin | \$125 |
| Project Controls Support | Scheduling, Estimating, Contract Admin | \$90 |
| Project Manager Senior | Project Management Functions | \$290 |
| Project Manager 3 | Project Management Functions | \$240 |
| Project Manager 2 | Project Management Functions | \$200 |
| Project Manager 1 | Project Management Functions | \$140 |
| Utility Coordinator Lead | Utility Coordination | \$185 |
| Utility Coordinator 2 | Utility Coordination | \$160 |
| Utility Coordinator 1 | Utility Coordination | \$130 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.36

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Woolpert, Inc.

Category: Gen Civil/Roadway Design

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------------|---|----------|
| Group Manager | Manages group resources to meet group goals. | \$200 |
| Project Manager | Responsible for project planning, scheduling, monitoring, reporting and client correspondence. | \$180 |
| Project Surveyor | Responsible for performing advanced surveying work including formulating deliverables, and project reporting. | \$140 |
| Survey Technician | Responsible for performing tasks in the field. Typically referred to as Party Chief. | \$105 |
| CADD Technician | Responsible for performing basic drafting tasks. | \$95 |
| 1-Man Field Crew | Party Chief responsible for performing tasks in the field, including collection of survey data. | \$110 |
| 2-Man Field Crew | Responsible for performing tasks in the field, including collection of survey data. Including a Party Chief. | \$180 |
| 3-Man Field Crew | Responsible for performing tasks in the field, including collection of survey data. Including a Party Chief. | \$245 |
| Clerical | Administrative support duties. | \$65 |
| Senior Photogrammetric Tech | Responsible for providing photogrammetric and remote sensing collection overview of the project. | \$110 |

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

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

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

e Rates for Additional Team Members

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.Category: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------|---|----------|
| Dir.of Survey/Mapping | Manage Projects/Perform Boundary Survey work and ROW work | \$130 |
| Project Surveyor | Manage Projects/day-to-day field operations & perform all surveying | \$105 |
| Survey Technician | Perform all types of surveying required for project completion | \$85 |
| Party Chief | Perform field work and coordination | \$85 |
| Instrument Operator | Assist Party Chief in performing field work and coordination | \$60 |
| Administrative | Perform administrative duties | \$60 |
| Survey Crew (2-Man) | Perform field work and coordination | \$145 |
| Survey Crew (1-Man) | Perform field work and coordination | \$120 |
| Survey Crew (3-Man) | Perform field work and coordination | \$220 |
| | | |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

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

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

SUB-CONSULTANT TEAM MEMBERSCategory: Traffic EngineeringFirm Name: ACL, 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).

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: All Traffic Data Services, LLCCategory: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|--|-------------|
| Project Manager | Provide data collection scope and services needed with costs, schedule data collection, review collected data, submit final reports and invoice. | \$ 82.50/Hr |
| Data Processor | Process field data, check for accuracy and produce applicable reports. | \$ 75.00/Hr |
| Technician | Place equipment in the field to collect accurate data | \$62.50/Hr |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Apex Design, PCCategory: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|------------------------------------|--|----------|
| Principal | Contract Management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting. | \$ 240 |
| Senior ITS Engineer III | Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates. | \$ 224 |
| Senior Transportation Engineer III | Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates. | \$ 216 |
| Senior Project Manager | Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates. | \$ 204 |
| Senior Transportation Engineer II | Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on transportation projects. | \$ 180 |
| Senior Civil Engineer | Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications. | \$ 164 |
| Senior ITS Engineer | Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks. | \$ 160 |
| Senior Transportation Planner II | Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. | \$ 156 |
| Senior ITS Specialist | Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules. | \$ 152 |
| Senior Transportation Engineer | Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks. | \$ 150 |
| Transportation Engineer II | Preparation of engineering drawings, analysis and report preparation. | \$ 146 |
| Construction Engineer II | Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements. | \$ 142 |
| Construction Manager | Creates and manages construction schedules; Performs pre-and post-installation field reviews; shares lessons learned from installations, manages integration and testing in field. | \$ 136 |
| Data Services Manager | Coordinates and collects traffic and transportation data. Reviews and summarizes data for use in engineering evaluations. | \$ 136 |
| ITS Engineer | Preparation of engineering drawings, analysis and report preparation for ITS specific projects. | \$ 126 |

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Firm Name: Apex Design, PCCategory: Traffic Engineering

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|-------------------------------|---|--------|
| Transportation Engineer | Preparation of engineering drawings, analysis and report preparation. | \$ 126 |
| ITS Construction Specialist | Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules. | \$ 126 |
| Senior Construction Inspector | Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements. | \$ 126 |
| Senior TIM Coordinator | Manage and/or staff traffic management center | \$ 110 |
| Transportation Planner | Preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. | \$ 104 |
| EIT III | Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. | \$ 104 |
| EIT II | Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. | \$ 98 |
| Technical Specialist I | Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts. | \$ 96 |
| EIT | Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. | \$ 92 |
| Construction Engineer | Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements. | \$ 90 |
| Construction Inspector | Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification. | \$ 90 |
| Data Analyst | Performs data analysis and reporting. | \$ 88 |
| Junior Transportation Planner | Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. | \$ 78 |
| Intern | Performs data collection, analysis, and drafting assignments under the direction of professional staff | \$ 50 |
| Project Administrator | Responsible for all accounting aspects of project. | \$ 134 |
| Project Assistant | Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management. | \$ 90 |
| Administrative Assistant | Performs word processing, report preparation, specifications, mailings and reproduction. | \$ 60 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: ~2.9

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Communication Infrastructure Group (CIG)Category: Traffic Engineering

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Communication Infrastructure Group (CIG)Category: Traffic Engineering

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Communication Infrastructure Group (CIG)Category: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|-----------------------------|----------|
| Account Coordinator | Entry-level project support | \$37.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Diversified Underground IncCategory: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------|--|----------|
| Project Manager | To manage in field staff making sure projects are completed in a timely manner while keeping efficiency. | 75.00 |
| Hydro Operator | To perform project duties (hydro excavation and potholing) with efficiency, providing detailed work sketches at completion of project. | 45.00 |
| Laborer | To provide help and assistance to the hydro operator. | 32.00 |
| Locate Manager | To provide a guideline for infield staff to follow, manage productivity, handle scheduling, and working side by side with the superintendent to keep efficiency. | 75.00 |
| Locate Superintendent | To manage in field staff making sure projects are completed in a timely manner while keeping efficiency | 65.00 |
| Engineer Locator | Provide Engineering and SUE quality locates within a timely manner. Completing detailed sketches to be sent to client at the end of project. | 95.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Geocal

Category: Traffic Engineering

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Goodbee & Associates, Inc.

Category: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|---------------------------------|---|----------|
| President | Directs all aspects of the firm's operations | \$185 |
| Principal | Directs all aspects of the firm's operations | \$185 |
| Project Manager III | Leads and reviews technical work | \$150 |
| Project Manager II | Leads and reviews technical work | \$135 |
| Project Manager I | Leads and reviews technical work | \$125 |
| Administrator | Bookkeeping and general administration | \$110 |
| Administrative Assistant | General administration | \$80 |
| Landscape Architect (Principal) | Leads and reviews technical work | \$175 |
| Landscape Architect III | Leads and reviews technical work | \$150 |
| Landscape Architect II | Leads and reviews technical work | \$130 |
| Landscape Architect I | Leads and reviews technical work | \$110 |
| Designer III | Completes technical work under direction of a PM/LA | \$115 |
| Designer II | Completes technical work under direction of a PM/LA | \$110 |
| Designer I | Completes technical work under direction of a PM/LA | \$100 |
| CAD II | Completes technical work under direction of a PM | \$100 |
| CAD I | Completes technical work under direction of a PM | \$80 |

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: HCL Engineering & Surveying Category: Traffic Engineering

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

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

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

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

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RFQ

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May 4, 2020

SUB-CONSULTANT TEAM MEMBERS

Firm Name: OV ConsultingCategory: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------------|---|----------|
| Principal | Project Management, Transportation Management, Planning, Design, Strategic Outreach | \$175 |
| Project Manager | Project Management, Transportation Planning, Transportation Engineering | \$160 |
| Senior Engineer | Transportation Engineering | \$145 |
| Engineer II | Transportation Engineering | \$130 |
| Engineer I | Transportation Engineering | \$115 |
| Senior Planner | Transportation Planning | \$140 |
| Planner II | Transportation Planning | \$120 |
| Planner I | Transportation Planning | \$110 |
| GIS Analyst | GIS, Data review | \$90 |
| Graphic Designer | Graphic design, meeting materials, web-based materials | \$90 |
| CAD Technician | CAD Drafting | \$90 |
| Clerical/Administrative | Word processing & administrative organization | \$70 |
| Data Collection Technician | Collect field data | \$35 |
| Intern | Varying support tasks | \$30 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

SUB-CONSULTANT TEAM MEMBERS

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

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: San Engineering, LLCCategory: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------------|--------------------------------|----------|
| Civil Engineering Mgr. | Design / Management | \$165.00 |
| Structural Engineering Mgr. | Design / Management | \$165.00 |
| Sr. Project Engineer | Design / Coordination | \$145.00 |
| Staff Engineer | Design / Production | \$135.00 |
| Sr. CAD/BIM Drafter | Drafting / Design / Production | \$130.00 |
| Drafter | Drafting | \$115.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.53

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a

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

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May 4, 2020

Attachment 5

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Triunity, Inc.Category: Traffic Engineering

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

| Title/Classification | Responsibilities | Rate/Hr. |
|---------------------------------|--|----------|
| Administration Support | Administration and Clerical Support | \$70 |
| Executive Admin Support | Executive Administration and Clerical Support | \$90 |
| Civil Engineer Lead | Civil design | \$188 |
| Civil Engineer 2 | Civil design | \$170 |
| Civil Engineer 1 | Civil design | \$145 |
| Civil/Structural Inspector Lead | Civil/Structural Field Inspections | \$165 |
| Civil/Struct Inspector 2 | Civil/Structural Field Inspections | \$140 |
| Civil/Struct Inspector 1 | Civil/Structural Field Inspections | \$110 |
| Construction Manager 2 | Construction Management | \$210 |
| Construction Manager 1 | Construction Phasing, Constructability Reviews | \$150 |
| Construction Safety | Construction Field Safety | \$117 |
| Document Control Specialist 2 | Document Control Specialist | \$165 |
| Document Control Specialist 1 | Document Control Specialist | \$130 |
| Document Control Support | Document Control Support | \$95 |
| Drafting Lead | CAD & Drafting | \$115 |
| Drafter 1 | CAD & Drafting | \$95 |
| Electrical Engineer Lead | Electrical and Systems Engineering | \$250 |
| Electrical Engineer 2 | Electrical and Systems Engineering | \$210 |
| Electrical Engineer 1 | Electrical and Systems Engineering | \$175 |
| Electrical Inspection Lead | Electrical Field Inspections | \$170 |
| Electrical Inspection 2 | Electrical Field Inspections | \$145 |
| Electrical Inspection 1 | Electrical Field Inspections | \$115 |
| ITS/Traffic Senior | Traffic and ITS Design and Analysis | \$210 |
| ITS/Traffic Engineer 2 | Traffic and ITS Design and Analysis | \$170 |
| ITS/Traffic Engineer 1 | Traffic and ITS Design and Analysis | \$125 |
| ITS/Traffic EIT | Traffic and ITS Design and Analysis | \$85 |
| Project Controls Mgr 2 | Project Management, Project Controls Lead | \$230 |
| Project Controls Mgr 1 | Project Management, Project Controls Lead | \$195 |
| Project Controls 2 | Scheduling, Estimating, Contract Admin | \$175 |
| Project Controls 1 | Scheduling, Estimating, Contract Admin | \$125 |
| Project Controls Support | Scheduling, Estimating, Contract Admin | \$90 |
| Project Manager Senior | Project Management Functions | \$290 |
| Project Manager 3 | Project Management Functions | \$240 |
| Project Manager 2 | Project Management Functions | \$200 |
| Project Manager 1 | Project Management Functions | \$140 |
| Utility Coordinator Lead | Utility Coordination | \$185 |
| Utility Coordinator 2 | Utility Coordination | \$160 |
| Utility Coordinator 1 | Utility Coordination | \$130 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.36

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

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

Rates for Additional Team Members

SUB-CONSULTANT TEAM MEMBERS

Firm Name: BBH Management Solutions, LLCCategory: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|---|----------|
| Project Manager VI | Provides professional program and project management expertise in the direction of unconventional projects and leadership over project teams. | \$270 |
| Project Manager V | Provides professional program and project management expertise in the direction of unconventional projects and leadership over project teams. | \$250 |
| Project Manager IV | Provides professional program and project management expertise in the direction of unconventional projects and leadership over project teams. | \$230 |
| Project Manager III | Provides professional program and project management expertise in the direction of unconventional projects and leadership over project teams. | \$210 |
| Project Manager II | Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects. | \$190 |
| Project Manager | Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects. | \$170 |
| Administrative | Under supervision, performs administrative or intern tasks. | \$65 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.6

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

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

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May 4, 2020

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Coggins Consultants, LLC

Category: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|--|--|----------|
| Steve Coggins – Program Implementation Manager | Management of all required tasks to deliver a project/program. Expertise in innovative project delivery. | \$209 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

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

- (1)

Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2)

Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3)

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG) Category: Program and Project Management

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

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

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG) Category: Program and Project Management

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

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

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

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

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

Firm Name: Communication Infrastructure Group (CIG) Category: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|-----------------------------|----------|
| Account Coordinator | Entry-level project support | \$37.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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

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

Firm Name: Entitlement and Engineering Solutions, Inc. Category:Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------------|---|----------|
| President | Oversight of technical merit, quality, schedule, and budget for all projects | \$256.00 |
| Principal | Oversight of engineering design and quality; technical design direction | \$227.00 |
| Sr. Administrative Support | Oversight, direction and management of non-technical tasks; advanced skill required | \$145.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.70 .

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

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: High Street Consulting Group, LLCCategory: Program & Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|---|----------|
| Partner | Oversight of engagement | \$100.00 |
| Junior Partner | Project manager, technical expert | \$90.00 |
| Director | Project manager, technical expert | \$75.00 |
| Senior Consultant II | Task manager, technical expert, senior data scientist | \$60.00 |
| Senior Consultant I | Technical expert, analyst, data scientist | \$50.00 |
| Consultant II | Analytical support, research | \$40.00 |
| Consultant I | Analytical support, research | \$38.00 |
| Admin | Administrative support, documentation, processing of invoices | \$35.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.80

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

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

Firm Name: Kimley-Horn and Associates, Inc.Category: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|--|----------|
| Sr Prof II | Project Management/Design/Planning/Etc. | \$235.00 |
| Sr Prof I | Project Management/Design/Planning/Etc. | \$200.00 |
| Prof | Project Management/Planner/Design/Production/GIS | \$160.00 |
| Analyst III | Planner/Design/Production/GIS | \$140.00 |
| Analyst II | Planner/Design/Production/GIS | \$125.00 |
| Analyst I | Planner/Design/Production/GIS | \$115.00 |
| Sr Tech Support | Design/Development of CADD Drawings | \$165.00 |
| Tech Support | Development of CADD Drawings | \$140.00 |
| Sr Clerical | Accounting, Production | \$120.00 |
| Support Staff | Accounting, Receptionist, Clerical, Production | \$80.00 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **3.35 (average)**

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

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

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May 4, 2020

SUB-CONSULTANT TEAM MEMBERS

Firm Name: LS Gallegos & Associates, Inc.Category: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|--------------------------|---|----------|
| Document Control Manager | Establishment of program document management and procedures and systems | \$125.32 |
| Cost Estimating Manager | Cost estimating and economic forecasting | \$164.88 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7207

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: OV ConsultingCategory: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------------|---|----------|
| Principal | Project Management, Transportation Management, Planning, Design, Strategic Outreach | \$175 |
| Project Manager | Project Management, Transportaiton Planning, Transportation Engineering | \$160 |
| Senior Engineer | Transportation Engineering | \$145 |
| Engineer II | Transportation Engineering | \$130 |
| Engineer I | Transportation Engineering | \$115 |
| Senior Planner | Transportation Planning | \$140 |
| Planner II | Transportation Planning | \$120 |
| Planner I | Transportation Planning | \$110 |
| GIS Analyst | GIS, Data review | \$90 |
| Graphic Designer | Graphic design, meeting materials, web-based materials | \$90 |
| CAD Technician | CAD Drafting | \$90 |
| Clerical/Administrative | Word processing & administrative organization | \$70 |
| Data Collection Technician | Collect field data | \$35 |
| Intern | Varying support tasks | \$30 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Peak Consulting Group, LLCCategory: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|-----------------------|--|----------|
| Principal | Project and task management | \$200.00 |
| Environmental Manager | Task management and technical analysis and writing | \$150.00 |
| Project Coordinator | Project administrative tasks and logistics | \$115.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5

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

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

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May 4, 2020

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: SP Murphy, Inc.Category: Program Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|----------------------|---|----------|
| Project Manager | Gap Analysis, Assessment of Bridging Resources Shortfalls | \$145/HR |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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May 4, 2020

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Attachment 5

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Triunity, Inc.

Category: Program and Project Management

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

| Title/Classification | Responsibilities | Rate/Hr. |
|---------------------------------|--|----------|
| Administration Support | Administration and Clerical Support | \$70 |
| Executive Admin Support | Executive Administration and Clerical Support | \$90 |
| Civil Engineer Lead | Civil design | \$188 |
| Civil Engineer 2 | Civil design | \$170 |
| Civil Engineer 1 | Civil design | \$145 |
| Civil/Structural Inspector Lead | Civil/Structural Field Inspections | \$165 |
| Civil/Struct Inspector 2 | Civil/Structural Field Inspections | \$140 |
| Civil/Struct Inspector 1 | Civil/Structural Field Inspections | \$110 |
| Construction Manager 2 | Construction Management | \$210 |
| Construction Manager 1 | Construction Phasing, Constructability Reviews | \$150 |
| Construction Safety | Construction Field Safety | \$117 |
| Document Control Specialist 2 | Document Control Specialist | \$165 |
| Document Control Specialist 1 | Document Control Specialist | \$130 |
| Document Control Support | Document Control Support | \$95 |
| Drafting Lead | CAD & Drafting | \$115 |
| Drafter 1 | CAD & Drafting | \$95 |
| Electrical Engineer Lead | Electrical and Systems Engineering | \$250 |
| Electrical Engineer 2 | Electrical and Systems Engineering | \$210 |
| Electrical Engineer 1 | Electrical and Systems Engineering | \$175 |
| Electrical Inspection Lead | Electrical Field Inspections | \$170 |
| Electrical Inspection 2 | Electrical Field Inspections | \$145 |
| Electrical Inspection 1 | Electrical Field Inspections | \$115 |
| ITS/Traffic Senior | Traffic and ITS Design and Analysis | \$210 |
| ITS/Traffic Engineer 2 | Traffic and ITS Design and Analysis | \$170 |
| ITS/Traffic Engineer 1 | Traffic and ITS Design and Analysis | \$125 |
| ITS/Traffic EIT | Traffic and ITS Design and Analysis | \$85 |
| Project Controls Mgr 2 | Project Management, Project Controls Lead | \$230 |
| Project Controls Mgr 1 | Project Management, Project Controls Lead | \$195 |
| Project Controls 2 | Scheduling, Estimating, Contract Admin | \$175 |
| Project Controls 1 | Scheduling, Estimating, Contract Admin | \$125 |
| Project Controls Support | Scheduling, Estimating, Contract Admin | \$90 |
| Project Manager Senior | Project Management Functions | \$290 |
| Project Manager 3 | Project Management Functions | \$240 |
| Project Manager 2 | Project Management Functions | \$200 |
| Project Manager 1 | Project Management Functions | \$140 |
| Utility Coordinator Lead | Utility Coordination | \$185 |
| Utility Coordinator 2 | Utility Coordination | \$160 |
| Utility Coordinator 1 | Utility Coordination | \$130 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.36

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

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b Key Personnel - Attachment 3

| PERSONNEL CLASSIFICATION | NAME OF INDIVIDUAL |
|--------------------------|--|
| Sector Manager | Ken Hawkins, PE (Contract Manager/ Principal-in-Charge) |
| Project Director | Joe Zufall, PE (Category Manager) |
| Division Manager | Paul Greco, PE (Category Manager) |
| Sr. Group Manager | Jamie Archambeau, PE, PTOE (Category Manager) |
| Group Manager | Jennifer Bartlett, AICP (Category Manager) |
| Sr. Project Director | Mohan Garakhalli, PE (Category Manager) |
| Program Manager | Matt Cirulli (Category Manager) |
| Division Manager | David Nemovitz, PE (Contract Quality Manager) |
| Project Director | Njeri Ngaara, PMP (MWBE Coordinator) |
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P66311.MBS.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2020

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

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

| PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Alkin-GAWE-20-21 | CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Zurich American Insurance Company | 16535 | INSURER B : American Guarantee & Liability Ins Co | 26247 | INSURER C : National Union Fire Ins Co. of Pittsburgh PA | 19445 | INSURER D : | | INSURER E : | | INSURER F : | |
|---|--|-------------------------------|--------|--|-------|--|-------|---|-------|--------------------|--|--------------------|--|--------------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Zurich American Insurance Company | 16535 | | | | | | | | | | | | | | |
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| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713 | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

ATL-004758118-20

REVISION NUMBER: 8

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GLO0137576-06 | 10/15/2020 | 10/15/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP0137575-06 | 10/15/2020 | 10/15/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | AUC9304209-18 | 10/15/2020 | 10/15/2021 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC0137577-06 | 10/15/2020 | 10/15/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 300,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability (claims made policy) | | | 15808715 (See additional page) | 04/30/2020 | 04/30/2021 | Limit: Per Claim \$ 1,000,000 Annual Aggregate: \$ 1,000,000 |

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

Evidence of Coverage/Specimen

2020 Professional Services On-Call Contract

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds as respect to General Liability and Automobile Liability.

CERTIFICATE HOLDER

Executive Director of Department of Transportation and Infrastructure
 City and County of Denver
 201 West Colfax Ave., Ste 614
 Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102421774

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

| | | |
|---------------------------|-----------|---|
| AGENCY MARSH USA, INC. | | NAMED INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |
| | | |

ADDITIONAL REMARKS

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

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.