

## **ON CALL PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY AND COUNTY OF DENVER**

**and**

**CDM SMITH INC.**

**Contract No. DOTI-202056578**

**THIS AGREEMENT** entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **CDM SMITH INC.** (the "Consultant"), a Massachusetts corporation registered to do business in Colorado, whose address is 555 17th Street, Suite 500, Denver CO 80202.

### **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 **FOUR MILLION DOLLARS AND ZERO CENTS (\$4,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (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 on January 14, 2024**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director. The term of this

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

#### **4.02 Termination.**

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

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

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

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

| <b>CATEGORY DESCRIPTION</b>                                  | <b>MWBE COMMITMENT %</b> |
|--|--------------------------|
| <b>#10 (Green Infrastructure and Landscape Architecture)</b> | <b>30%</b>               |
| <b>#13 (Program and Project Management)</b>                  | <b>35%</b>               |

## **5.02 SPECIFIC REQUIREMENTS FOR COMPLIANCE WITH PROMPT PAYMENT**

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

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

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

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

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

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

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

## **SECTION 6 – GENERAL PROVISIONS**

### **6.01 City's Responsibilities.**

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

Consultant believes to be inaccurate or inappropriate to the design or construction of the task.

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

## **6.02 Ownership of Documents.**

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

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

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

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

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

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

## 6.07 Insurance.

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

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



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

#### **6.08 Defense and Indemnification**

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

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

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

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

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

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

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

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

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

**6.13 Conflict of Interest.**

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

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

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

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

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

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

**6.17 Proprietary or Confidential Information.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|                    |  |
|--------------------|--|
| to the Consultant: | CDM Smith Inc.<br>555 17th Street, Suite 500,<br>Denver CO 80202 |
|--------------------|--|

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-202056578-[00]  
**Contractor Name:** CDM Smith 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-202056578-[00]  
CDM Smith Inc.

By:  E4400E785B51423...

Name: Solomon Abel  
(please print)  
Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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

## Exhibit A

| Category Name                                   | Category Number | Category Amount | M/WBE Goal Commitment |
|---|-----------------|-----------------|-----------------------|
| Green Infrastructure and Landscape Architecture | 10              | \$1,500,000.00  | 30%                   |

### **Short Description:**

Planning and design of green infrastructure and landscape architecture projects

### **Definition:**

Work in this category is related to the planning and design of green infrastructure and landscape architecture projects and studies. The green infrastructure systems may range from smaller site-scale applications to larger regional approaches. Design of these projects should effectively manage stormwater while delivering a variety of co-benefits to the surrounding community. Landscape architecture projects shall include planning and design for aesthetic and functional improvements within the City's Right of Way. This will include streetscape, urban design, irrigation and park improvement projects. Tasks and deliverables to support green infrastructure and landscape architecture are included.

### **Primary Scope Elements:**

- Watershed planning that uses analytical decision support tools to optimize placement of green infrastructure
- Creating innovative design guidelines for various scales of green infrastructure suitable for urban environments that meet a variety of citywide objectives
- Designing site-scale and large-scale green infrastructure/water quality facilities
- Optimization of co-benefits in all planning and design efforts including community aesthetics, placemaking, connectivity, urban heat mitigation, and climate change resiliency
- Streetscape design
- Irrigation design
- Design for ADA compliance
- Plan, specification and cost estimate preparation

### **Secondary Scope Elements:**

- General requirements required in the contract
- Staff augmentation
- Project Management
- Geotechnical investigations
- Survey
- Environmental research and testing
- Utility engineering and coordination
- Minor storm sewer improvements
- Public involvement
- Grant writing and management, including economic and benefit cost analysis
- Permitting
- Real Estate

- Plan Review
- Policy support services, including revisions to Standard and details, technical design standards, and Rules and Regulations
- CAD and drafting support
- Additional tasks as required

**Skills and Requirements:**

- Landscape design and architecture experience
- Experience with current design codes and standards
- Current stormwater design software
- Technical writing and advanced graphics production

## 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.

**Attachment 5**  
**CONSULTANT TEAM MEMBERS**

**PRIME CONSULTANT: CDM Smith Inc.**

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

| Title/Classification                                   | Responsibilities  | Rate/Hr. |
|--|---|----------|
| Principal in Charge                                    | Firm representative for contract.   | \$290    |
| Lead Practitioner, Green Infrastructure and Wastewater | National expert in their field of practice. Oversight of engineering design and quality.  | \$290    |
| MWBE Liaison and Compliance Officer                    | MWBE liaison and compliance officer. Manager for this contract.   | \$275    |
| Category Lead, Wastewater and Green Infrastructure     | Category lead to manage project teams.  | \$250    |
| Task Manager, Wastewater and Green Infrastructure      | Oversight of project and task management in each category.  | \$225    |
| Senior Engineer / Specialist                           | Responsible for design oversight, quality management, and leader for technical design.  | \$260    |
| Engineer III / Specialist                              | Responsible for project design development, quality implementation, and coordination with technical staff.                          | \$210    |
| Engineer II / Specialist                               | Responsible for task design development, quality implementation, and coordination with technical staff.                             | \$175    |
| Engineer I / Specialist                                | Responsible for design and coordination with technical staff.   | \$130    |
| Senior Designer  | Lead drafter responsible for project drafting oversight, quality management, standards, and drafting team.                          | \$160    |
| Designer   | Project drafter responsible for design development, quality implementation, and coordination with technical staff.                  | \$130    |
| Drafter  | Project drafting support.   | \$110    |
| GIS Manager  | Lead GIS Manager for project GIS database oversight, quality management, standards, and GIS team.                                   | \$180    |
| GIS Specialist 2                                       | Project GIS support responsible for GIS database development, quality management, standards, and coordination with technical staff. | \$140    |
| GIS Specialist 1                                       | Project GIS support staff.  | \$110    |

## Exhibit B - Prime Rates - Categories 10, 13

| Title/Classification                                      | Responsibilities   | Rate/Hr. |
|---|--|----------|
| Lead Practitioner,<br>Program Management                  | National expert in their field of practice. Oversight of engineering design and quality.   | \$340    |
| Category Lead, Program Management                         | Category Lead to manage project teams for the Program Management category.   | \$225    |
| Organization Specialist                                   | National expert in organizational structures and development.  | \$260    |
| Construction Manager /<br>Alternative Delivery Specialist | Expert in construction management and alternative delivery.  | \$180    |
| Program Task Manager                                      | Oversight of task management for program management tasks.   | \$200    |
| Senior Cost Estimator                                     | Project cost estimator lead responsible for leading cost estimating team, quality implementation, and coordination with technical staff. | \$150    |
| Cost Estimator  | Project cost estimation support.   | \$130    |
| Senior Management Specialist                              | Responsible for program development, quality implementation, and coordination with technical staff.                                      | \$260    |
| Management Specialist                                     | Responsible for program development, quality implementation, and coordination with technical staff.                                      | \$175    |
| Senior Business Analytics Specialist                      | Advanced data analytics and dashboard development.   | \$340    |
| Business Analytics Specialist                             | Data analytics and dashboard development.  | \$260    |
| Project Controls Manager                                  | Project controls team lead scheduling, estimating, contract administration, and quality.   | \$290    |
| Project Controls III                                      | Project lead for scheduling, estimating, contract administration, and quality control.   | \$200    |
| Project Controls II                                       | Project support for scheduling, estimating, contract administration, and quality implementation.   | \$150    |
| Project Controls I  | Support staff for project controls team.   | \$120    |
| Contract Administrator /<br>Senior Clerical               | Project accountant responsible for invoicing, project accounting, and general administration.  | \$120    |
| Clerical  | Project clerical support and general administration.   | \$80     |

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

## Exhibit B - Prime Rates - Categories 10, 13

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

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



**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: 105 West, Inc.Category: #10 G.I.& Landscape Architecture

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.

**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: Apex Design, PCCategory: Green Infrastructure & Landscape Architecture

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   |

**Exhibit B - Subconsultant Rates - Category 10**

|                               |   |        |
|-------------------------------|---|--------|
| 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.

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG)Category: #10 Green Infrastructure

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.

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG)

Category: \_\_\_\_\_

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.

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (CIG)

Category: \_\_\_\_\_

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.

**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: Dig Studio Category: #10 Green Infrastructure & Landscape Architecture

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

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

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

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: EES Category: #10 Green Infrastructure & Landscape Architecture

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                  | Oversight of engineering design and quality; technical design direction             | \$227.00 |
| Sr. Engineer IV            | Responsible for design direction and technical merit; performs design               | \$160.00 |
| Engineer I                 | Assist with the design and engineering calculations                                 | \$139.00 |
| 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.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.



**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: ERO Resources Corporation Category: #10 Green Infrastructure and Landscape ArchitectureList **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

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

**Exhibit B - Subconsultant Rates - Category 10**

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

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

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

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

**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: Goodbee & Associates, Inc.Category: #10 Green Infrastructure and Landscape  
Architecture

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.

**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: H.C. Peck & Associates, Inc.Category: #10 Green Infrastructure & Landscape Architecture

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            | Overall project management; acquisition of property rights | 162      |
| Sr. Project Manager  | Day to day project management; acquisition                 | 138      |
| Project Manager      | Day to day project management; acquisition                 | 128      |
| Sr. ROW Agent        | Acquisition  | 116      |
| ROW Agent III        | Acquisition  | 105      |
| ROW Agent II         | Acquisition; acquisition support                           | 92       |
| ROW Agent I          | Acquisition; acquisition support                           | 82       |
| Support Staff        | Acquisition support  | 70       |
| Title Staff          | Title work and curative; closings                          | 132      |
|                      |  |          |

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

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

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

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Martinez Associates, Inc.Category: #10 Green Infrastructure & Landscape  
Architecture

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 Professional | Principal-in-charge, project management, senior technical review | \$200.00 |
| Senior Professional    | Project management, technical review, project supervision        | \$139.00 |
| Staff Professional     | Field investigation, engineering analysis, report preparation    | \$89.00  |
| Certified Eng. Tech.   | Field and laboratory testing, inspection and observation         | \$74.00  |
| Engineering Tech.      | Field and laboratory testing and observation                     | \$58.00  |
| Laboratory Manager     | Supervision and performance of laboratory testing                | \$95.00  |
| Clerical               | Preparation of reports, invoicing and scheduling                 | \$41.00  |
|                        | Unit rates for laboratory tests are attached                     |          |
|                        |  |          |
|                        |  |          |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.6663

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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## Geotechnical Laboratory and Materials Testing Services

### SOIL AND AGGREGATE TESTS

|   |          |
|---|----------|
| Standard Proctor Compaction, ASTM D698 .....                        | \$127.00 |
| Modified Proctor Compaction, ASTM D1557 .....                       | \$143.00 |
| Particle Size Analysis, ASTM D42252.00                              |          |
| • Fine Sieve (from + #200 to #4) .....                              | \$90.00  |
| • Coarse Sieve (from + #200 to 3") .....                            | \$111.00 |
| • Coarse Sieve (retained on #4) .....                               | \$95.00  |
| • Hydrometer .....  | \$127.00 |
| Percent Passing #200 Sieve, ASTM D1140 .....                        | \$69.00  |
| Atterberg Limits, ASTM D4318  |          |
| • Three points .....  | \$91.00  |
| • One point .....   | \$72.00  |
| Moisture Content  |          |
| • Moisture Content & Dry (Bulk) Density, ASTM D2216 and D2937 ..... | \$21.00  |
| • Moisture Content, ASTM D2216 .....                                | \$16.00  |
| Organic Content, ASTM D2974 .....                                   | \$95.00  |
| Unconfined Compression, ASTM 2166 .....                             | \$101.00 |
| Unconfined Compression (remolded), ASTM 2166 .....                  | \$127.00 |
| Swell/Settlement .....  | \$101.00 |
| Swell/Settlement, Remolded .....                                    | \$127.00 |
| Specific Gravity and Absorption                                     |          |
| • Coarse Aggregate, ASTM C127 .....                                 | \$64.00  |
| • Fine Aggregate, ASTM C128 .....                                   | \$62.00  |
| Unit Weight of Aggregate, ASTM C29 .....                            | \$62.00  |

### CONCRETE TESTS

|  |          |
|--|----------|
| Compression Test, ASTM C39                     |          |
| • Compression .....                            | \$21.00  |
| • Unit Weight .....                            | \$27.00  |
| Light Weight Concrete, ASTM C39                |          |
| • Compression .....                            | \$21.00  |
| • Unit Weight .....                            | \$27.00  |
| Specimen Preparation, Trimming or Coring ..... | \$62.00  |
| Core Compression Test, ASTM C12 .....          | \$64.00  |
| Generator and Coring Machine, per day .....    | \$308.00 |

### MASONRY TESTS

|                                     |         |
|-------------------------------------|---------|
| Moisture Content, as received ..... | \$37.00 |
| Absorption .....                    | \$74.00 |
| Compression .....                   | \$21.00 |
| Net Area and Volume .....           | \$37.00 |
| Trimming .....                      | \$80.00 |
| Compression Test                    |         |
| • 2" x 4" Mortar Cylinder .....     | \$32.00 |
| • 3" x 6" Grout Prisms .....        | \$64.00 |
| • 2" Cubes, ASTM C109 .....         | \$32.00 |

### MOISTURE EMISSION TEST

|                               |          |
|-------------------------------|----------|
| Vapor Emission Test Kit ..... | \$42.00  |
| RH Test Probe .....           | \$170.00 |

### ASPHALTIC CONCRETE

|  |          |
|--|----------|
| Asphalt Content with Gradation .....                                     | \$292.00 |
| AC Ignition Oven Calibration .....                                       | \$477.00 |
| Measured Maximum Specific Gravity of Mix, ASTM D2041 (Rice Method) ..... | \$127.00 |

|   |          |
|---|----------|
| Unit Weight of Core or Compacted Sample ..... | \$64.00  |
| Generator and Coring Machine .....            | \$308.00 |

### FIELD EXPLORATION AND TESTING

|  |             |
|--|-------------|
| Field Percolation Test .....                   | By Proposal |
| Geotechnical/Due Diligence Investigation ..... | By Proposal |

### Outside Services, at cost plus 15%

### SOIL AND AGGREGATE TESTS

|  |  |
|--|--|
| Relative Density                                   |  |
| R-value, ASTM D2844                                |  |
| Soil Resistivity (Miller Box)                      |  |
| Corrosivity (pH, resistivity, sulfates, chlorides) |  |
| Permeability                                       |  |
| • Undisturbed Sample, up to #4 Sieve               |  |
| • Disturbed (remolded) Sample, up to #4 Sieve      |  |
| Permeability of Gravel and Sands                   |  |
| Direct Shear Undrained, per point                  |  |
| Los Angeles Abrasion                               |  |
| • 500 Revolutions, ASTM C131                       |  |
| • 1,000 Revolutions, ASTM C535                     |  |
| Soundness-Sulfate (5-cycles), ASTM C88             |  |
| Micro Deval  |  |

### CONCRETE TESTS

|  |  |
|--|--|
| Flexure Test Beams, ASTM C78           |  |
| Splitting Tensile, 6" x 12" Cylinders  |  |
| Laboratory Trial Batch, ASTM C192      |  |
| Laboratory Mix Design, Historical Data |  |

### MASONRY TESTS

|                             |  |
|-----------------------------|--|
| Shrinkage (ASTM C426)       |  |
| Mortar or Grout Mix Designs |  |
| Compression Test            |  |
| • UngROUTED prisms          |  |
| • Grouted prisms            |  |

### ASPHALTIC CONCRETE

|  |  |
|--|--|
| Complete Asphalt Concrete Mix Design (Hveem or Marshall) |  |
|--|--|

### CERTIFIED WELDING INSPECTOR (CWI) – NDE TEST METHODS

|  |  |
|--|--|
| Welding, Bolting, Steel Fabrication (Hourly) |  |
|--|--|

### FIREPROOFING TESTS

|  |  |
|--|--|
| Oven Dry Density                         |  |
| Adhesion Testing                         |  |
| Intumescent Thickness Equipment, per day |  |

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory and construction material tests. Numerous other earth material and construction material physical tests can be performed in our laboratory, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. Prices are based on the assumption that samples are uncontaminated. Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. Geotechnical testing does not include engineering and/or geologic review and analysis. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Martinez Associates.

Any Laboratory Testing requiring expedited completion will be billed at 1.5 times the standard rate listed above (or at the listed rate + an additional fee of \$100.00)

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: NHN Consulting LLC Category: #10 Green Infrastructure and Landscape Architecture

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. |
|--|--|----------|
| Public Engagement, Owner                     | Public engagement strategy, communication, government relations          | \$150    |
| Public Outreach Support                      | Research, communication content creation, execution of outreach strategy | \$130    |
| Public Involvement Specialist                | Assist with public engagement strategy and government relations          | \$135    |
| Public outreach and Spanish language support | On-site public engagement and public outreach support                    | \$115    |
| Administrator                                | Administrative support and logistics                                     | \$90     |
|  |  |          |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.27

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

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



## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Peak Consulting Group, LLC Category: #10 Green Infrastructure & Landscape Architecture

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.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**

#10 Green Infrastructure &amp;

Firm Name: Pinyon Environmental, Inc.Category: Landscape Architecture

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.

**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**

Firm Name: PK Electrical, Inc. Category: #10 Green Infrastructure & Landscape Architecture

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:

- (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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Firm Name: San Engineering, LLC

Category: Green Infr. / LA

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

**Exhibit B - Subconsultant Rates - Category 10**

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

**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**Firm Name: Shannon & Wilson Category: #10 Green Infrastructure and Landscape Architecture

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

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

**Exhibit B - Subconsultant Rates - Category 10**

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

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

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

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**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**

Category: #10 Green  
Infrastructure & Landscape  
Architecture

Firm Name: SurvWest, LLC

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

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

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

## Exhibit B - Subconsultant Rates - Category 10

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

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

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

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**Exhibit B - Subconsultant Rates - Category 10****SUB-CONSULTANT TEAM MEMBERS**

Firm Name:

Triunity, Inc.

Category: 10 - Green Infrastructure &  
Landscape Architecture

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

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

## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Valerian llcCategory: #10 Green Infrastructure & Landscape Architecture

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            | Manage office work-flow, staffing needs and scheduling. Client coordination, oversees overall project, design, quality control, and construction observation | \$150.00/HR |
| Associate Principal  | Oversees and provides design & budget management. Manage the project team, scheduling, design review and quality control, manage construction observation    | \$115.00/HR |
| Associate            | Project design, graphic assistance, in-house project management, planting design, project file management, construction documentation management             | \$100.00/HR |
| Irrigation Designer  | Provides all irrigation design and coordination. Irrigation design quality control and irrigation related construction period services                       | \$100.00/HR |
| Project Designer III | Project design support, production, graphic assistance, 3-D graphic production and design  | \$90.00/HR  |
| Project Designer II  | Project design support, production, graphic assistance   | \$85.00/HR  |
| Project Designer I   | Project design support, production, graphic assistance   | \$80.00/HR  |
| Office Manager       | Clerical support, filing, submittal preparation, and other duties as assigned.   | \$60.00/HR  |
|                      |  |             |
|                      |  |             |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00

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

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## Exhibit B - Subconsultant Rates - Category 10

## SUB-CONSULTANT TEAM MEMBERS

#10: Green Infrastructure &  
Landscape ArchitectureFirm Name: VINE Laboratories, Inc.Category: Geotechnical Drilling

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.   |
|-------------------------|------------------|------------|
| Drilling S.S.A.         |                  | 170.00     |
| Drilling H.S.A.         |                  | 180.00     |
| Drilling Coring         |                  | 225.00     |
| Drilling ODEX           |                  | 225.00     |
| Drilling Mob/Demob      |                  | 145.00     |
| Drilling Support Truck  |                  | 250.00/day |
| Drilling Steel Drums    |                  | 50.00/each |
| Drilling Materials      |                  | cost +20%  |
| Drilling Standby        |                  | 145.00     |
| Drilling Air Compressor |                  | 400.00/day |

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

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

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## Exhibit B - Subconsultant Rates - Category 13

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Apex Design, PCCategory: 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                          | 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   |

## Exhibit B - Subconsultant Rates - Category 13

|                               |   |        |
|-------------------------------|---|--------|
| 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.

## Exhibit B - Subconsultant Rates - Category 13

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Communication Infrastructure Group (CIG)Category: #13 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. |
|------------------------|--|----------|
| Principal              | Executive oversight                            | \$215.00 |
| Chief Creative Officer | Creative oversight                             | \$195.00 |
| Senior Counselor       | Executive oversight                            | \$195.00 |
| Sr. Strategic Director | Strategic council                              | \$190.00 |
| Counselor II           | Project oversight                              | \$170.00 |
| Counselor I            | Project oversight and coordination             | \$141.00 |
| Video Producer         | Video production                               | \$141.00 |
| Account Supervisor     | Project management                             | \$129.00 |
| Creative Art Director  | Creative project management and graphic design | \$126.00 |
| Senior Associate       | Project management and coordination            | \$121.00 |

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

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

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

## Exhibit B - Subconsultant Rates - Category 13

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Communication Infrastructure Group (CIG)

Category: \_\_\_\_\_

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

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

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

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

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

## Exhibit B - Subconsultant Rates - Category 13

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Communication Infrastructure Group (CIG)

Category: \_\_\_\_\_

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



## Exhibit B - Subconsultant Rates - Category 13

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: EESCategory: #13 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.

## Exhibit B - Subconsultant Rates - Category 13

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: LS Gallegos & Associates, Inc.Category: #13 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 procedures and systems. | \$125.32 |
| Cost Estimating          | Cost Estimating and cost review                                      | \$164.88 |
| Project Scheduling       | Scheduling and schedule review                                       | \$125.32 |
| Admin Support            | Clerical Support   | \$92.83  |
| Contract Support         | Contract/procurement specialist                                      | \$119.48 |
| Project Manager          | Staff oversight, budgeting, QA/QC, Project Controls                  | \$266.31 |
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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.
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## Exhibit B - Subconsultant Rates - Category 13

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Sustainable Synthesis Limited, PBCCategory: #13 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. |
|-----------------------|--|----------|
| Program Leader/Expert | Lead program design and implementation activities based upon client specific needs. Facilitate and guide the development of program organizational structure, processes and tools and provide support for team development. Provide quality review and oversight of all deliverables created by Sustainable Synthesis Limited. | \$250    |
| Program Analyst       | Manage and execute program development activities as directed by the Program Lead. Activities may include creating program deliverables and project management planning.   | \$150    |
| Program Support       | Provide support to Program Analyst and Program Lead as needed. Activities may include, but are not limited to, developing documentation and data collection.   | \$75     |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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

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

**Exhibit B - Subconsultant Rates - Category 13****SUB-CONSULTANT TEAM MEMBERS**

Firm Name:

Triunity, Inc.

Category: 13 - Program 7 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).

| <b>Title/Classification</b>     | <b>Responsibilities</b>                        | <b>Rate/Hr.</b> |
|---------------------------------|--|-----------------|
| 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

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## Exhibit C - Key Personnel - Categories 10, 13

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

| <b>PERSONNEL CLASSIFICATION</b>          | <b>NAME OF INDIVIDUAL</b> |
|--|---------------------------|
| Principal in Charge                      | Solomon Abel, PE          |
| Category Lead, Green Infrastructure      | Seth Nehrke, PE           |
| Senior Engineer, Green Infrastructure    | Hui-Ming (Max) Shih, PE   |
| Lead Practitioner                        | Virginia Roach, PE        |
| Category Lead, Wastewater                | Brian Hall, PE            |
| Senior Engineer                          | Thomas Charles, PE        |
| Task Manager                             | Shilpa Shivakumar, PE     |
| Category Lead, Program Management        | Michael Krabacher, PE     |
| Program Management Lead Practitioner     | Gerald Benson, PE         |
| MWBE Liaison and Compliance Officer      | Brian Daw, PE             |
| Engineer III                             | Jessi Veach, PE           |
| Lead Practitioners, Green Infrastructure | Mike Schmidt, PE          |
| Engineer II                              | Lauren Starosta, PE       |
| Senior Engineer                          | Chris Michalos, PE        |
|  |                           |

Exhibit C - Key Personnel - Categories 10, 13

|                          |                 |
|--------------------------|-----------------|
| Project Controls Manager | Nicholas Maxim  |
| Program Controls II      | James Hinds, PE |



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
10/26/2020

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

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

| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>Boston MA Office<br>53 State Street<br>Suite 2201<br>Boston MA 02109 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105<br><b>E-MAIL ADDRESS:</b><br><table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER D: ACE Property &amp; Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER E: Lloyd's Syndicate No. 2623</td> <td>AA1128623</td> </tr> <tr> <td>INSURER F: Commerce &amp; Industry Ins Co</td> <td>19410</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: LM Insurance Corporation | 33600 | INSURER B: Liberty Insurance Corporation | 42404 | INSURER C: Liberty Mutual Fire Ins Co | 23035 | INSURER D: ACE Property & Casualty Insurance Co. | 20699 | INSURER E: Lloyd's Syndicate No. 2623 | AA1128623 | INSURER F: Commerce & Industry Ins Co | 19410 |
|--|--|-------------------------------|--------|-------------------------------------|-------|--|-------|---------------------------------------|-------|--|-------|---------------------------------------|-----------|---------------------------------------|-------|
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| INSURER A: LM Insurance Corporation  | 33600  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| INSURER B: Liberty Insurance Corporation   | 42404  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| INSURER C: Liberty Mutual Fire Ins Co  | 23035  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| INSURER D: ACE Property & Casualty Insurance Co.   | 20699  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| INSURER E: Lloyd's Syndicate No. 2623  | AA1128623  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| INSURER F: Commerce & Industry Ins Co  | 19410  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |
| <b>INSURED</b><br>CDM Smith Inc.<br>75 State Street Suite 701<br>Boston MA 02109 USA   |  |                               |        |                                     |       |  |       |                                       |       |  |       |                                       |           |                                       |       |

## COVERAGES

CERTIFICATE NUMBER: 570084680863

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | TB7611B8T8Z6040                                 | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000 |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY   |           |          | AS2-611-B8T8Z6-060                              | 01/01/2020              | 01/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
| D        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION  |           |          | XEUG28194687004                                 | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | WA561DB8T8Z6010<br>AOS<br>WC5611B8T8Z6020<br>WI | 01/01/2020              | 01/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                     |
| E        | Archit&Eng Prof  |           |          | PSDEF2000033<br>Professional/Claims Made        | 01/01/2020              | 01/01/2021              | Each Claim \$1,000,000<br>Aggregate \$1,000,000   |

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

RE: Project Name: 2020 Professional Services On-Call, Department of Transportation and Infrastructure. City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City and County of Denver, its elected and appointed officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and workers' compensation policies. Umbrella Liability policy is follow-form. General Liability includes Severability of Interests / Cross

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| City and County of Denver<br>Department of Transportation and Infrastructure<br>201 West Colfax Avenue, Dept. 601<br>Denver CO 80202 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|--|--|

Holder Identifier : ABCDEFHJW

Certificate No : 570084680863



LOC #:

ADDITIONAL REMARKS SCHEDULE

|   |           |                                 |
|---|-----------|---------------------------------|
| AGENCY<br>Aon Risk Services Northeast, Inc.           |           | NAMED INSURED<br>CDM Smith Inc. |
| POLICY NUMBER<br>See Certificate Number: 570084680863 |           |                                 |
| CARRIER<br>See Certificate Number: 570084680863       | NAIC CODE | EFFECTIVE DATE:                 |

ADDITIONAL REMARKS

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

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

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

| INSR LTR | TYPE OF INSURANCE    | ADDL INSD | SUBR WVD | POLICY NUMBER              | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |  |
|----------|----------------------|-----------|----------|----------------------------|------------------------------------|-------------------------------------|--------|--|
|          | WORKERS COMPENSATION |           |          |                            |                                    |                                     |        |  |
| B        |                      | N/A       |          | WA761DB8T8Z6030<br>MA & PR | 01/01/2020                         | 01/01/2021                          |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |
|          |                      |           |          |                            |                                    |                                     |        |  |





ADDITIONAL REMARKS SCHEDULE

|   |           |                                 |  |
|---|-----------|---------------------------------|--|
| AGENCY<br>Aon Risk Services Northeast, Inc.           |           | NAMED INSURED<br>CDM Smith Inc. |  |
| POLICY NUMBER<br>See Certificate Number: 570084680863 |           |                                 |  |
| CARRIER<br>See Certificate Number: 570084680863       | NAIC CODE | EFFECTIVE DATE:                 |  |

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:  
Liability.

AGENCY CUSTOMER ID: 10518329  
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

|   |           |                                 |
|---|-----------|---------------------------------|
| AGENCY<br>Aon Risk Services Northeast, Inc.           |           | NAMED INSURED<br>CDM Smith Inc. |
| POLICY NUMBER<br>See Certificate Number: 570084680863 |           |                                 |
| CARRIER<br>See Certificate Number: 570084680863       | NAIC CODE | EFFECTIVE DATE:                 |

ADDITIONAL REMARKS

|   |  |
|---|--|
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,<br>FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance |  |
| Professional Liab Policy # PSDEF2000033   |  |
| Beazley (Syndicates 2623/0623) - 37.5%  |  |
| BRIT (Syndicate 2987) - 31.25%  |  |
| Ms Amlin (Syndicate 2001) - 12.5%   |  |
| Munitus (Syndicate 4242) - 12.5%  |  |
| Re/Rn (Syndicate 1458) - 6.25%  |  |

POLICY NUMBER: TB7611B8T8Z6040

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>  | <b>Location(s) Of Covered Operations</b> |
|---|--|
| <b>Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.</b> | <b>Per the contract or agreement</b>     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |  |

Policy Number TB7-611-B8T8Z6-040  
Issued by Liberty Insurance Corp.

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

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

**Schedule**

**Name of Person(s) or Organization(s):**

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy.

POLICY NUMBER: TB7611B8T8Z6040

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

|  |
|--|
| <b>Name Of Person Or Organization:</b>   |
| <b>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO</b>                             |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number **TB7-611-B8T8Z6-040**Issued by **LIBERTY INSURANCE CORPORATION****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

|                 |
|-----------------|
| <b>Schedule</b> |
|-----------------|

| Name of Other Person(s) / Organization(s):   | Email Address or mailing address: | Number Days Notice: |
|--|-----------------------------------|---------------------|
| A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium<br>As Required by Written Contract |                                   | 30                  |
|  |                                   |                     |
|  |                                   |                     |

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: AS2-611-B8T8Z6-060

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

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



MM 99 50 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

Changes in Liability Coverage:

Who Is An Insured is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

Additional insured:

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

POLICY NUMBER: AS2-611-B8T8Z6-060

COMMERCIAL AUTO  
CA 04 44 10 13

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

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

This endorsement modifies insurance provided under the following:

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

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

### **SCHEDULE**

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

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

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

Policy Number **AS2-611-B8T8Z6-060**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

| <b>Name of Other Person(s) / Organization(s):</b> | <b>Email Address or mailing address:</b> | <b>Number Days Notice:</b> |
|---|--|----------------------------|
| Blanket - as required by written contract         |  | 30                         |
|   |  |                            |
|   |  |                            |

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WA5-61D-B8T8Z6-010  
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: Liberty Insurance Corp.

For attachment to Policy No WA7-61D-B8T8Z6-030  
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WC5-611-B8T8Z6-020  
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

| <b>Name of Other Person(s) / Organization(s):</b> | <b>Email Address or mailing address:</b> | <b>Number Days Notice:</b> |
|---|--|----------------------------|
| Per Schedule on file with Broker                  | Per Schedule on file with Broker         | 30                         |

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-010      Effective Date: 1/1/2020      Premium \$

Issued to CDM Smith Inc.



## NOTICE OF CANCELLATION TO OTHERS – SPECIFIED PARTIES

|  |                                |   |   |
|--|--------------------------------|---|---|
| Named Insured<br>CDM Smith, Inc.   |                                |   | Endorsement Number<br>017                   |
| Policy Symbol<br>XEU   | Policy Number<br>G28194687 004 | Policy Period<br>01/01/2020 to 01/01/2021 | Effective Date of Endorsement<br>01/01/2020 |
| Issued By (Name of Insurance Company)<br>ACE Property and Casualty Insurance Company |                                |   |   |

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

#### This endorsement modifies insurance provided under the following: **ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

Section **VI. CONDITIONS**, is amended to add the following:

- **Notice to Others**

1. If we cancel the Policy prior to its expiration date by notice to you or the first “Named Insured” for any reason other than nonpayment of premium, we will, as set out below, send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the “Schedule”). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
2. We will send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
3. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
4. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
5. We may arrange with your representative to send such notice in the event of any such cancellation.
6. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
7. This endorsement does not apply in the event that you cancel the Policy.



**SCHEDULE**

| <b>Name of Person or Entity</b>   | <b>E-Mail Address</b> | <b>Physical Address</b> |
|---|-----------------------|-------------------------|
| Per schedule on file with the Producer noted on the Declarations, provided such schedule is provided to us by such Producer at the time the Producer is notified of cancellation as referenced above. |                       |                         |

All other terms and conditions of the policy remain unchanged.

\_\_\_\_\_  
Authorized Representative