

**AGREEMENT FOR DESIGN SERVICES – TOWER ROAD WIDENING, PROJECT
NO. PW-03-2014**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 2014 (the "Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and HUITT-ZOLLARS, INC., a Texas corporation authorized to conduct business in the State of Colorado whose principal business address is 1717 McKinney Ave, Suite 1400, Dallas, TX 75202-1236 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES; DELIVERABLES.

- a. Services. The City agrees to retain Contractor to provide the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"), and Contractor agrees to so serve. The stated Services may be altered as necessary by way of Change Orders. Additional Services may be added by way of Work Orders issued by the City's Department of Public Works, and agreed to by Contractor, and in accordance with Contractor's rates identified in Exhibit A, which Work Orders are incorporated herein by this reference.
- b. Work Orders and Change Orders – Authorization. All Work Orders and Change Orders ("Orders") executed pursuant to this Agreement shall be executed only in accordance with the terms hereof, and any and all Services performed pursuant to such Orders shall comply with the terms and conditions of this Agreement. Further, any and all Orders shall be executed only as follows:
 - i. Work or Change Orders with a value not in excess of Fifteen Thousand Dollars (\$15,000.00) may be authorized and executed by a City Division or Project Manager.
 - ii. Work or Change Orders with a value not in excess of Fifty Thousand Dollars (\$50,000.00) may be authorized and executed by the Department Director.
 - iii. Work or Change Orders with a value in excess of Fifty Thousand Dollars (\$50,000.00) may be authorized and executed only by the City Manager.
- c. Controlling Terms. In the event of any conflict or inconsistency between the terms and conditions contained in this Agreement and those contained in any Exhibit or Attachment hereto, the terms and conditions of this Agreement shall prevail and as such shall supersede the conflicting or inconsistent terms and/or conditions of such Exhibit or Attachment.
- d. Deliverables. In the event any deliverables required under this Agreement consist of reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format, as determined by the City, Contractor shall provide such deliverables to the City in both hard copy and one or more electronic formats acceptable to

the City, unless otherwise directed by the City in writing, and Contractor's failure to do so shall constitute a material breach of this Agreement. Acceptable electronic formats may include, but are not necessarily limited to, editable Word document, editable PDF document, AutoCAD and specified GPS/GIS format(s). Prior to beginning the Services, Contractor shall consult with the City to determine which electronic formats are acceptable. Any and all deliverables and other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered the property of the City.

- e. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor.

2. COMPENSATION; PAYMENT.

- a. Amount. As compensation for performance of the Services, the City agrees to pay Contractor a sum not to exceed **One Million Four Hundred Sixty-four Thousand Two Dollars (\$1,464,002.00)**; provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.
- b. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the control of the City or persons acting on behalf thereof:
 - i. A physical condition of the site of an unusual nature;
 - ii. A condition of the site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in this Agreement; or
 - iii. Any force majeure.
- c. Invoices and Payment. The City shall make payment within thirty (30) days after receipt and approval of invoices submitted by Contractor. Invoices shall be submitted to the City not more frequently than monthly and shall identify the specific Services performed for which payment is requested.
- d. IRS Form W-9. If not on file with the City, Contractor shall provide to the City a current, completed Internal Revenue Service Form W-9 not later than the date upon which Contractor submits its first invoice to the City for payment. Failure to comply with the foregoing requirement may result in delay or cancellation of payment under this Agreement.
- e. Appropriation. This Agreement shall neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement pursuant to "Termination," below. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

3. PERFORMANCE.

- a. Prosecution of the Services. Contractor shall, at its own expense, perform all work in a professional and workmanlike manner and shall furnish all labor, materials, tools, supplies, machinery, utilities and other equipment that may be necessary for the completion of the Services unless otherwise expressly provided in Exhibit A or attachments thereto.
- b. Subcontractors. Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the express written consent of the City, which shall not be unreasonably withheld.
- c. Licenses and Permits.
 - i. Licenses. Contractor and each subcontractor shall be responsible to obtain all licenses required for the Services, including a City Contractor's license, if required. Contractor shall pay any and all City license fees.
 - ii. Permits. Contractor shall obtain any and all permits required for the Services and pay any fees therefor.
- d. Rate of Progress. Contractor acknowledges and understands that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement, and to that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement.
- e. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.
- f. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees, agents and subcontractors, while performing the Services or while on City property for any reason during the term of this Agreement, shall adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Contractor upon request. Contractor further covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.
- g. Specific Performance. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services in addition to any other remedy available under applicable law.

4. TERM AND TERMINATION.

- a. Term. The Term of this Agreement shall be from the Effective Date until June 30, 2015, upon which date all Services shall be completed to the City's satisfaction, unless the Term is extended in writing by the parties.

b. Termination.

- i. Generally. The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing by the City, Contractor shall immediately discontinue performance of the Services upon receipt of a notice of termination.
- ii. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law (each, a "Breach"), the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall immediately discontinue performance of the Services upon receipt of a notice of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

5. INDEMNIFICATION. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions or omissions of Contractor or its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Services under this Agreement. Contractor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. If Contractor engages subcontractors to perform any part of the Services other than for the supply of goods, materials or supplies, Contractor shall include the provisions of this Section in any such subcontracts. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

6. INSURANCE.

- a. Commercial General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability

insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

- c. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged to carry professional liability insurance, or if the City otherwise deems it necessary, Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million Dollars (\$1,000,000.00) per claim and annual aggregate. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.
- d. Terms of Insurance.
 - i. Insurance required by this Section shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than Ten Thousand Dollars (\$10,000.00), and Contractor shall be responsible for the payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a twelve (12) month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.
 - ii. The insurance policies described in herein shall be for the mutual and joint benefit and protection of Contractor and the City. Except for the professional liability policy, all insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.
- e. Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance, or provide a completed Declaration of Independent Contractor Status Form, and all other insurance required by any applicable law.
- f. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Contractor shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the

City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.

- g. Subcontracts. If consent to engage subcontractors is granted, Contractor shall include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.
8. SALES AND USE TAX. Unless specifically exempt, all materials provided and equipment used in the performance of services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.
9. CONTRACTOR'S REMEDIES FOR BREACH.
- a. Contractor may terminate this Agreement in the event of non-payment of sums due only as provided in this Section, except where non-payment is the result of Contractor's failure to provide the City with a completed IRS Form W-9 as required herein. In the event Contractor elects to terminate this Agreement for non-payment of sums due, Contractor shall first provide the City notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment. Contractor's termination shall become effective immediately upon the City's failure to make payment within such ten-day period.
- b. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.
10. NOTICES. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Public Works Director
City of Commerce City
8602 Rosemary St.
Commerce City, CO 80022

If to Contractor:

Kim Kemper, Senior Vice President
Huitt-Zollars, Inc.
4582 South Ulster Street, Suite 240
Denver, CO 80237

11. GENERAL PROVISIONS.

- a. Independent Contractor; No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Contractor and the City shall be as independent contractors, and neither the City nor Contractor shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits from the City.

- b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Contractor shall be deemed to be only an incidental beneficiary under this Agreement.
- c. No Assignment. Contractor shall not assign this Agreement without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.
- e. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17th Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
- f. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- g. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- h. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in an Exhibit hereto, shall be deemed a breach of this Agreement.
- i. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
- j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- k. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

- l. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- m. Acknowledgement of Open Records Act – Public Document. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (the “Act”), and as such, this Agreement and any exhibits or attachments hereto, and any documents or reports produced pursuant to this Agreement, are subject to public disclosure under the Act.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager

ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to form:

Gregory D. Graham, Assistant City Attorney

Recommended for approval:

Maria D'Andrea, Director
Department of Public Works

HUITT-ZOLLARS, INC.

Signature [must be notarized]

Printed Name & Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2014,
by _____ of HUITT-ZOLLARS, INC.

Witness my hand and official seal.

My Commission Expires _____.

Notary Public

EXHIBIT A – SERVICES

**TOWER ROAD WIDENING PROJECT
CITY OF COMMERCE CITY
PUBLIC WORKS DEPARTMENT
HUITT-ZOLLARS MANHOURLY AND FEE ESTIMATE**

TASK	CLASSIFICATION												FEE			
	PIC/	QTY	QTY	SPM	SCE	SCE	SCE	SCE	SCE	SCE	SCE	SCE	Hourly	Hourly	Hourly	Hourly
	\$220	\$150	\$185	\$175	\$170	\$135	\$120	\$80	\$55	Total	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
2.0 Project Management																
Project Management and Contract Administration	10		320							330	\$ 61,400	\$ 30,970			\$ 840	\$ 900
Subtotal Project Management	10	0	320	0	0	0	0	0	0	330	\$ 61,400	\$ 30,970			\$ 840	\$ 900
3.0 Data Collection and Research																
3.1 Engineering Research			10	8			24	32		74	\$ 8,690	\$ 3,000			\$ 1,200	\$ 900
3.2 Design Surveys and Mapping			6	6			8			20	\$ 3,120				\$ 27,740	\$ 30,860
3.3 Right of Way Research and Ownership Map			4	4						8	\$ 1,440				\$ 18,780	\$ 18,780
3.4 Environmental Site Assessment			2	1						3	\$ 545	\$ 7,080			\$ 7,625	\$ 7,625
3.5 Wetland Delineation			2				2			4	\$ 610	\$ 4,280			\$ 6,260	\$ 6,260
3.6 Habitat Review for Threatened and Endangered Species			1	1						1	\$ 185	\$ 2,520			\$ 2,705	\$ 2,705
3.7 Environmental Clearance Letter			1	1						2	\$ 360	\$ 7,800			\$ 8,160	\$ 8,160
3.8 Utility Pot-holing			6	2			8			24	\$ 3,060				\$ 4,430	\$ 4,430
3.9 Geotechnical Design			4	1						5	\$ 915				\$ 19,002	\$ 19,002
3.10 Traffic Analysis			4	2						6	\$ 1,090	\$ 12,180			\$ 18,087	\$ 18,087
Subtotal Data Collection and Research	0	0	40	25	0					6	\$ 1,090	\$ 12,180			\$ 18,087	\$ 18,087
4.0 Preliminary Design																
4.1 Roadway Plans (Field Inspection Review/IR)			40	80			40	390	300	850	\$ 97,600	\$ 14,640	\$ 5,200		\$ 11,306	\$ 117,440
4.2 Utility Coordination			28	8				48	12	96	\$ 13,300				\$ 24,606	\$ 24,606
4.3 Construction Phasing Plans			20	24				80	80	204	\$ 23,500				\$ 23,500	\$ 23,500
4.4 Drainage Plans			40	40			80	120		340	\$ 40,900	\$ 23,160			\$ 64,060	\$ 64,060
4.5 Signing & Striping Plans			4	8				40	40	92	\$ 10,140				\$ 10,140	\$ 10,140
4.6 Ownership Map			8	8				40		56	\$ 7,680				\$ 9,280	\$ 9,280
4.7 Project Coordination			72	40						40	\$ 22,520	\$ 7,820	\$ 3,740		\$ 1,120	\$ 35,200
4.8 Public Coordination			32	4				24		60	\$ 8,540	\$ 8,400	\$ 2,730		\$ 19,670	\$ 19,670
4.9 Street Lighting Plans			6	4			8			18	\$ 2,770				\$ 15,798	\$ 15,798
4.10 Landscape and Irrigation Plan			8	4				6		18	\$ 2,900				\$ 29,980	\$ 29,980
4.11 Structure Plans			16	4			40			64	\$ 10,940	\$ 48,020			\$ 56,960	\$ 56,960
Quality Control Review	4	16	8	8			8	16	24	84	\$ 11,080				\$ 11,080	\$ 11,080
Subtotal Preliminary Design	4	16	282	112	40	128	712	600	40	2,032	\$ 252,270	\$ 107,030	\$ 18,730		\$ 12,436	\$ 422,836
5.0 Final Design																
5.1 Roadway Plans (Final Office Review/FOR)			50	90				580	680	1,400	\$ 149,000	\$ 12,560	\$ 11,260			\$ 172,820
5.2 Utility Coordination			32	16				80	60	188	\$ 23,120				\$ 9,906	\$ 33,026
5.3 Construction Traffic Control Plans and Quantities			8	40				60	44	152	\$ 19,200	\$ 7,600			\$ 26,800	\$ 26,800
5.4 Drainage Plans			50	24			80	180	120	454	\$ 55,450	\$ 13,380			\$ 68,830	\$ 68,830
5.5 Traffic Signal, Signing & Striping Plans			16	24				60	32	132	\$ 16,970	\$ 14,450			\$ 31,370	\$ 31,370
5.6 Right of Way Plans, Legal Descriptions and Exhibits			16	16			24	24		80	\$ 10,560				\$ 31,010	\$ 31,010
5.7 Design Coordination			80	60				24	40	244	\$ 33,580	\$ 16,140	\$ 3,860		\$ 1,120	\$ 54,700
5.8 Construction Storm Water Discharge and Dewatering Permit			10	4			16	8	24	62	\$ 7,590				\$ 7,590	\$ 7,590
5.9 Street Lighting Plans			2	4				4		10	\$ 1,550				\$ 12,639	\$ 12,639
5.10 Landscape and Irrigation Plans			8	4				4		24	\$ 3,300	\$ 25,630			\$ 28,930	\$ 28,930
5.11 Structure Plans			8	4			120		24	150	\$ 23,430	\$ 51,550			\$ 74,980	\$ 74,980
Quality Control Review	4	40	16	16				16	24	116	\$ 16,480				\$ 16,480	\$ 16,480
Subtotal Final Design	4	40	294	296	120	96	1,040	1,080	40	3,012	\$ 360,180	\$ 115,680	\$ 40,730		\$ 110,436	\$ 560,726
6.0 Bid Services																
6.1 Bid Package			32	40				64	64	220	\$ 28,420	\$ 15,170	\$ 1,140		\$ 560	\$ 45,290
6.2 Pre-Bid Meeting			2							2	\$ 370	\$ 15,170	\$ 630		\$ 16,170	\$ 16,170
6.3 Bid Addenda			8	8			4	16	16	52	\$ 6,620	\$ 1,220			\$ 3,160	\$ 11,000
6.4 Bid Opening			2							2	\$ 370				\$ 1,270	\$ 1,270
Subtotal Bid Services	0	0	44	48	0	24	80	80	80	276	\$ 35,780	\$ 30,140	\$ 3,890		\$ 2,602	\$ 77,730
Estimated Reimbursable Expenses																
Outside Services (Actual Cost)										0	\$ 10,000				\$ 10,000	\$ 10,000
Subconsultant Admin										0	\$ 28,701				\$ 28,701	\$ 28,701
Mileage (\$0.56/Mile)										0	\$ 1,640				\$ 1,640	\$ 1,640
Subconsultant Reimbursable Expenses										0	\$ -	\$ 9,110	\$ 2,240		\$ 10,540	\$ 383
Subtotal Reimbursable Expenses	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 9,110	\$ 2,240		\$ 10,540	\$ 383
Subtotal Reimbursable Expenses	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 9,110	\$ 2,240		\$ 10,540	\$ 383
Project Totals:	6	56	660	565	160	258	1,824	1,800	40	5,320	\$ 700,660	\$ 425,000	\$ 68,150		\$ 38,064	\$ 1,344,000

RATE SHEET – Huitt-Zollars, Inc.

HUITT-ZOLLARS

DENVER

**2014
HOURLY RATE SHEET**

Engineering/Architecture

Principal-In-Charge.	\$ 220.00
QA/QC Manger.	\$ 190.00
Sr. Project Manager.	\$ 185.00
Project Manager.	\$ 170.00
Sr. Civil Engineer.	\$ 135.00
Civil Engineer.	\$ 120.00
Sr. Structural Engineer.	\$ 170.00
Structural Engineer.	\$ 125.00
Engineer Intern.	\$ 100.00
Sr. Architect.	\$ 125.00
Architect.	\$ 100.00
Architect Intern.	\$ 80.00
Sr. Landscape Architect.	\$ 125.00
Landscape Architect.	\$ 95.00
Landscape Architect Intern.	\$ 80.00
Sr. Designer.	\$ 120.00
Designer.	\$ 95.00
Sr. CADD Technician.	\$ 80.00
CADD Technician.	\$ 70.00

Administrative

Sr. Project Support.	\$ 75.00
Project Support.	\$ 55.00

Survey

Survey Manager	\$ 150.00
Survey Technician.	\$ 90.00

Survey Crews

2-Person Survey Crew.	\$ 145.00
3-Person Survey Crew.	\$ 200.00
1-Person Survey Crew-GPS.	\$ 120.00
2-Person Survey Crew-GPS.	\$ 150.00

Construction

Construction Manager.	\$ 165.00
Construction Observer.	\$ 110.00
Resident Project Representative	\$ 110.00

Reimbursable Expenses

*Outside Services.	Actual Cost
Outside Consultants.	Cost + 5%
Mileage.	IRS Rate (currently \$0.56/mile)



RATE SHEET – Felsburg Holt & Ullevig

2014 Rate Sheet

The following hourly billing rates apply to all "Time and Materials" contracts.

Staff Rates

Principal III.....	\$225
Principal II.....	\$195
Principal I.....	\$175
Associate.....	\$165
Sr. Engineer.....	\$160
Engineer V.....	\$140
Engineer IV.....	\$125
Engineer III.....	\$105
Engineer II.....	\$95
Engineer I.....	\$80
Sr. Environmental Scientist/Planner.....	\$160
Environmental Scientist/Planner V.....	\$140
Environmental Scientist/Planner IV.....	\$125
Environmental Scientist/Planner III.....	\$105
Environmental Scientist/Planner II.....	\$95
Environmental Scientist/Planner I.....	\$80
GIS Manager.....	\$160
GIS Specialist V.....	\$140
GIS Specialist IV.....	\$125
GIS Specialist III.....	\$105
GIS Specialist II.....	\$95
GIS Specialist I.....	\$80
Sr. Transportation Planner.....	\$160
Transportation Planner V.....	\$140
Transportation Planner IV.....	\$125
Transportation Planner III.....	\$105
Transportation Planner II.....	\$95
Transportation Planner I.....	\$80
Sr. Bridge Designer.....	\$140
Lead Designer.....	\$140
Sr. Designer.....	\$120
Designer V.....	\$110
Designer IV.....	\$105
Designer III.....	\$90
Designer II.....	\$80
Designer I.....	\$70
Sr. Construction Technician.....	\$100
Construction Technician V.....	\$95
Construction Technician IV.....	\$85
Construction Technician III.....	\$80
Construction Technician II.....	\$70
Construction Technician I.....	\$60

Sr. Environmental Technician.....	\$120
Environmental Technician V.....	\$110
Environmental Technician IV.....	\$105
Environmental Technician III.....	\$90
Environmental Technician II.....	\$80
Environmental Technician I.....	\$70
Graphic Design Manager.....	\$110
Graphic Design Specialist V.....	\$100
Graphic Design Specialist IV.....	\$95
Graphic Design Specialist III.....	\$85
Graphic Design Specialist II.....	\$75
Graphic Design Specialist I.....	\$60
Marketing Manager.....	\$110
Marketing Specialist.....	\$95
Systems Administrator.....	\$110
Sr. Administrative Assistant.....	\$90
Administrative.....	\$80

Other Direct Costs

Plots

Bond.....	\$ 0.24/sq ft
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Prints

Black and White.....	\$ 0.08/print
Color.....	\$ 0.19/print

Presentation Boards

Bond Foam Core Mounted.....	\$ 1.22/sq ft
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Travel

Mileage.....	\$ 0.56/Mile (or current allowable Federal rate)
Truck (Construction).....	\$ 40.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage.....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

RATE SHEET – Goodbee & Associates, Inc.

**Goodbee & Associates, Inc.
2014 HOURLY RATE SCHEDULE
Effective Jan 1, 2014- Dec 31, 2014**

<u>Personnel Classification</u>	<u>Rate per hour</u>
Principal (Goodbee)	\$150
Senior Utility Coordinator/Design Build Manager (Cooper)	\$ 145
Senior Project Manager	\$ 140
Senior Project Manager (Roselyn)	\$ 140
Senior Project Engineer (Mendonca)	\$ 140
Marketing Director/Project Assistant (Baudermann)	\$ 85
Project Engineer (Bijold)	\$ 111
Project Engineer (Lehocky)	\$ 111
Senior Level Manager/Project Engineer (Anstey)	\$ 111
Staff Engineer (Klopfenstein)	\$ 96
Administrative/Clerical (Pavelka)	\$ 96
Entry Level Engineer (Mennana)	\$ 74

Reimbursable Expenses

The additional expenses of the Consultant reimbursable by client shall include:

1. Actual cost of long distance telephone calls and telegrams.
2. Actual cost of reproduction of drawings and specifications.

The Consultant will be required to submit a complete list of reimbursable expenses for all of the Consultant charges. A typical list of reimbursable expenses is noted herein and can be modified by the Consultant to conform to the present needs and operations.

List of Expenses

<u>Item</u>	<u>Charge Rate</u>
Mileage from Goodbee office	\$0.56/mile or <u>current allowable government rate</u>
Blueline copies, Mylar copies, Sepias	\$ at cost
Outside – Materials/Supplies/Services	\$ at cost
Subconsultants	\$ at cost

I declare that to the best of my knowledge the wage rates and other factual unit rates on this document are accurate, complete, and current at the time of signature, and include no unallowable or duplicate costs.

Approved and Signed

Lisa A. Goodbee

Lisa A. Goodbee, P.E. President, Goodbee & Associates, Inc.



RATE SHEET - Geocal

GEOCAL
GEOSCIENCES & ENGINEERING

Fee Schedule
Tower Road Widening - 104th Ave to Pend Blvd

Page 1 of 1

PERSONNEL FEES

Principal Engineer, per hour	\$ 165.00
Project Manager, per hour	\$ 135.00
Senior Engineer or Scientist, per hour	\$ 125.00
Project Engineer or Scientist, per hour	\$ 90.00
Staff Engineer/ Scientist	\$ 85.00
Civil Inspector, Structural Steel Inspection, per hour	\$ 85.00
Field Eng. Geologist, Drilling Supervision, per hour	\$ 80.00
Materials Testing Supervisor, per hour	\$ 80.00
Senior Technician, per hour	\$ 70.00
Field or Laboratory Technician, per hour	\$ 60.00
Laboratory Manager, per hour	\$ 85.00
Graphics/Cadd, per hour	\$ 55.00
Clerical, per hour	\$ 55.00
Expert Witness, Depositions, Court Appearances, per hour	\$ 400.00
Overtime (over 8 hours per day, Saturday, Sunday or Holiday) billed at standard rate times 1.3. Field time is charged port-to-port.	

DRILL RIG & MISCELLANEOUS EXPENSES

Solid Stem Auger per hour	\$ 125.00
Hollow Stem Auger 4 to 6-inch per hour	\$ 155.00
Diamond Core Drilling, Odex, other type	Quotes Available Upon Request
Nuclear Test Gauge cost per day	\$ 25.00
Vehicle Charge, per mile	\$ 0.56
Out-of-town living expenses	At Cost
Outside services, equipment rentals, supplies, etc.	At Cost

SOILS LABORATORY TESTING

Swell/Consolidation (ASTM D 4546), per test	\$ 80.00
Swell/Consolidation (remolded, ASTM 4546), per test	\$ 115.00
One Dimension Time Consolidation (ASTM D 2435), per load	\$ 120.00
Gradation Analysis to the No. 200 sieve (ASTM D 422), per test	\$ 75.00
Percent minus No. 200 sieve (ASTM D 1140), per test	\$ 55.00
Hydrometer Analysis (ASTM D 422), per test	\$ 100.00
Plastic and Liquid Limits (ASTM D 4318), per sample	\$ 75.00
Natural Moisture Content & Dry Unit Weight (ASTM D 2216)	\$ 25.00
Specific Gravity (ASTM D 854), per test	\$ 75.00
Permeability Test - Undisturbed (ASTM D 2434), per sample	\$ 400.00
Permeability Test - Remolded (ASTM D 2434), per sample	\$ 450.00
Permeability Test - Triaxial, per sample	\$ 500.00
Unconfined Compression (ASTM D 2166), per test	\$ 85.00
Triaxial Testing (ASTM D 2850):	
Unconsolidated - Undrained, per point (Quick Test)	\$ 250.00
Consolidated - undrained, per point (R-Test)	\$ 300.00
Consolidated - drained, per point (S-Test)	\$ 400.00
Direct Shear Tests (ASTM D 3080)	
Consolidated - Undrained, 3-point	\$ 350.00
Cohesive Soils, 20% or greater fines, per point	\$ 300.00
Chloride	\$ 40.00
California Bearing Ratio (ASTM D 1883), 3-points	\$ 400.00
Resistance R-Value (ASTM D 2844), 3-points	\$ 400.00
Water Soluble Sulfate, per sample	\$ 35.00
pH Level	\$ 25.00
Standard Proctor (ASTM D 698/AASHTO T-99), per sample	\$ 115.00
Modified Proctor (ASTM D 1557/AASHTO T-180), per sample	\$ 130.00
Check Point on Modified or Standard Proctor, per sample	\$ 65.00
Relative Density (ASTM D 4253 and 4254), per sample	\$ 225.00
Cumeb Test (ASTM D6572)	\$ 30.00
Unconfined Compressive Strength - Chemically Treated Soils	\$ 100.00
Moisture/Density Relationship - Chemically Treated Soils	\$ 155.00
Resistivity (laboratory)	\$ 40.00

AGGREGATE LABORATORY TESTING

Sieve Analysis	
ASTM C 136 Coarse or Fine Aggregate per test	\$ 75.00
ASTM C 117 Percent Passing #200 sieve	\$ 55.00
ASTM D 422 Hydrometer Analysis, per test	\$ 100.00
Large Pit Run Samples cost per hour	\$ 95.00
Los Angeles Abrasion Test each	
ASTM C 131 (1 1/2" maximum)	\$ 175.00
ASTM C 535 (3" maximum)	\$ 225.00
Sodium Sulfate Soundness, ASTM C 88	\$ 300.00

Aggregate Testing (continued)

Magnesium Sulfate Soundness (5 cycles), per test	
ASTM C 88 Coarse or Fine Aggregate	\$ 275.00
Soundness Test for Filter Rock (20 cycles), per test	\$ 300.00
Specific Gravity ASTM C 127/C 128, per test	\$ 75.00
Organic Impurities ASTM C 40 Fine Aggregate	\$ 45.00
Friable Particles: ASTM C 142	\$ 50.00
Lightweight Pieces ASTM C 123	\$ 50.00
Soft Particles ASTM C 851 Coarse Aggregate	\$ 50.00
Sand Equivalent: AASHTO T-17/ASTM D 2419	\$ 60.00
Fractured Faces CP-45 Coarse Aggregate	\$ 50.00
Flat and Elongated Particles Coarse Aggregate	\$ 50.00
Unit Weight ASTM C 29	\$ 40.00
Moisture Content ASTM C 566	\$ 20.00
Effective Size and Uniformity Coefficient	\$ 25.00
Void Content of fine aggregate	\$ 45.00
Micro-Deval Abrasion	\$ 200.00
Alkali Reactivity ASTM C1260	\$ 500.00

CONCRETE LABORATORY TESTING

Compression Tests, cost per cylinder	\$ 18.00
Ship-in Cylinders (made by others), per cylinder	\$ 30.00
Flexural Test (Beams), cost per beam	\$ 30.00
Maturity meter, cost per probe	\$ 75.00
Modulus of Elasticity Test ASTM C 469	\$ 100.00
Setting Time Test ASTM C 403	\$ 175.00
Shrinkage Test ASTM C 157, set of 3	\$ 200.00
Concrete Mix Designs (aggregate tests separate)	
6 Cylinders (full design)	\$ 1,300.00
6 Beams (full design)	\$ 1,800.00
Concrete Coring (per hour):	\$ 90.00
Trimming, Length, Unit Weight, Compression	\$55.00 each
Special Laboratory Tests	\$65.00/hour
Cores, Grout, Brick	\$20.00 each
Prisms	\$25.00 each
Concrete steel pull test (tie-bars), per hour	\$ 85.00

ASPHALT LABORATORY TESTING

Superpave Mix Design (4 pts, aggregate tests separate)	\$ 2,200.00
(includes Hveem stability, Rice, VMA, total voids)	
Superpave Volumetric Properties, Production Sample	\$ 300.00
(3 specimens, AC separate)	
Hveem Stability (with production samples tests)	\$ 110.00
Without production sample tests	\$ 250.00
Marshall Mix Design (4 points) includes bulk specific gravity, flow, stability, Rice	\$ 1,700.00
Marshall Properties (3 Specimens), ASTM D 6926 & 6927	\$ 250.00
Includes Unit Weight, Stability and Flow	
Maximum Theoretical Specific Gravity (Rice Value)	\$ 75.00
per sample, ASTM D 2041, AASHTO T-209	
Asphalt Content (ignition/nuclear) Calibration	\$ 400.00
AC Content w/ Ignition or Nuclear Oven, each	\$ 100.00
Asphalt Coring per hour	\$ 90.00
Bulk Density and Thickness (cores), cost per core	\$ 25.00
Lottman, per test	\$ 325.00

MASONRY UNITS LABORATORY TESTING

Bricks: compressive strength ASTM C67	\$ 60.00
Absorption: ASTM C67	\$ 75.00
Freeze-Thaw ASTM C 67 per set	\$ 650.00
Initial Rate of Absorption ASTM C 67 each test	\$ 30.00
Masonry Units - Compressive Strength ASTM C 140	
Hollow Block, each block	\$ 55.00
Grout Filled Block, each block	\$ 75.00
Masonry Prisms - Compressive Strengths	
Block, Hollow Prism, cost per prism	\$ 120.00
Block, Grout Filled (up to 8" width), each block	\$ 120.00
Block, Grout Filled (over 8" width), each block	\$ 175.00
Mortar Cubes Compressive Strength, each cube	\$ 25.00
Grout (cast in block), each core	\$ 50.00
Grout Cubes, each cube	\$ 25.00



RATE SHEET – DHM Design

DHM DESIGN Landscape Architecture
Urban Design
Planning

FEE STRUCTURE
DHM Design Corporation
Effective January 1, 2014

Hourly Rates

Principal I	\$140.00 - \$185.00
Principal II	\$105.00 - \$150.00
Associate Principal	\$90.00 - \$130.00
Senior Associate	\$85.00 - \$120.00
Associate	\$75.00 - \$100.00
Senior Designer/Planner	\$70.00 - \$85.00
Designer	\$60.00 - \$75.00
CADD Technician	\$60.00 - \$75.00
Graphic Designer	\$55.00 - \$75.00
Technical Assistant	\$55.00 - \$75.00
Clerical/Word Processing	\$50.00 - \$65.00

Reimbursable Expenses

Xerox Copies	\$ 0.12 per copy
Color Copies	\$ 1.50 per copy
In-House Computer Plots	
- Mylar	\$ 3.50 per square foot
- Vellum	\$ 2.30 per square foot
- Bond	\$ 0.45 per square foot
Color Computer Plots	\$ 2.80 per square foot
Mileage	\$0.555 per mile

All outside reimbursable expenses such as printing, copying, postage and deliveries are billed at our direct costs.

All sub-consultants will be billed at our direct cost plus 4% administrative charge.

Bills are rendered and due payable monthly. Terms: Due and payable within 45 days upon receipt of statements. 1.5% per month interest charged on all past due accounts.

Proposal price quotes shall remain in effect for a period of six months with renegotiation of hourly rates and reimbursable expenses at that time.

DENVER CARBONDALE DURANGO RALEIGH

WWW.DHMDESIGN.COM

900 South Broadway, Suite 300 Denver, CO 80209 P: 303.892.5566 f: 303.892.4984

RATE SHEET – SSG MEP, Inc.



SSG MEP, Inc.
Hourly Fees and Charges

- A. Compensation for office-based personnel for time used in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee
Principal	\$165.00
Department Lead	\$150.00
Project Manager	\$135.00
Senior Engineer	\$135.00
Staff Engineer	\$100.00
Designer	\$ 90.00
CAD/BIM Drafter	\$ 75.00
Administrative	\$ 65.00
Clerical	\$ 55.00

Travel time in the interest of the work and away from the office, either local or intercity, will be charged in accordance with the above schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

- B. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.56 per mile (or current IRS rate)
Express Mailing/Courier Services	Cost
Equipment Rental	Cost
Document and Drawing Reproduction	Cost or as follows:
8 1/2 x 11	\$ 0.10 each
11 x 17	\$ 0.18 each
D or E size	\$ 2.50 each
CD of documents	\$ 2.50 each
Mylar Plots	\$15.00 each

RATE SHEET – Lamp, Rynearson & Associates, Inc.

Lamp, Rynearson & Associates, Inc.
HOURLY RATE SCHEDULE
March 30, 2014 - March 28, 2015

OFFICE

Group Leader III

Survey Project Manager III

CAD Technician

Accounting Assistant I

HOURLY RATE

\$170.00

\$116.00

\$76.00

\$52.00

FIELD

One Man Survey Crew

Two Man Survey Crew

HOURLY RATE

\$108.00

\$162.00

Lamp, Rynearson & Associates, Inc.
MISCELLANEOUS CHARGES
March 30, 2014 - March 28, 2015

Plots (B&W)	\$0.15 - \$0.40/SF (bond)	\$1.10-\$2.00/SF (mylar)
Plots (Color)	\$2.50/SF (bond)	\$6.00/SF (mylar) \$6.00/SF (photo paper)
Mileage	\$0.56/mile	
Tolls	\$32.40/day	



SAMPLE WORK ORDER
[Attach Contractor Invoice to Work Order]

Contractor shall perform the following Services:

-
-
-
-
- Cost: \$ _____
- Anticipated/Required Completion Date: _____, 201__

Contractor shall obtain approval from _____ prior to any changes in scope.

CITY OF COMMERCE CITY

[Name, Title]

Recommended for approval:

[Name, Title]

HUITT-ZOLLARS, INC.

Signature

Name & Title