



REQUEST FOR PROPOSALS

I-270 & US 33 Northwest Interchange Aesthetics

PROJECT DESCRIPTION

The City of Dublin is making a request for proposals (RFP) to introduce landscaping and aesthetics into the I-270 & US 33 northwest interchange improvements. The Ohio Department of Transportation is leading the design and construction of the interchange. CH2M HILL is the design consultant for the project. The City would like to incorporate landscaping and aesthetic details into the construction plans presently being designed. The selected team: the successful Consultant and the artist, will be contracted through CH2M HILL to provide these services. The artist will be selected by the City through a separate process outside of this RFP. CH2M HILL's standard contract language is attached.

The interchange improvements will be constructed in two phases.

Phase 1:

The first construction phase is shown in Figure 1 and includes the following improvements:

- The loop ramps in the northwest and southeast quadrants will be eliminated. The new ramps replacing these movements will pass over I-270 south of US 33, and pass under US 33 east of I-270. New bridges will be installed at these locations.
- The southbound I-270 to westbound US 33 movement will be split into two ramps, one for drivers exiting onto Avery-Muirfield Drive and one for drivers continuing west on US 33 beyond Avery-Muirfield Drive.
- US 33 will be widened to four lanes in each direction between Avery-Muirfield Drive and I-270.
- A traffic signal will be introduced for northbound I-270 to eastbound US 33. The signal will assign right-of-way between this movement and the eastbound US 33 through movement.

The first phase of construction is scheduled to begin in the fall of 2014, and will take approximately two years to complete.

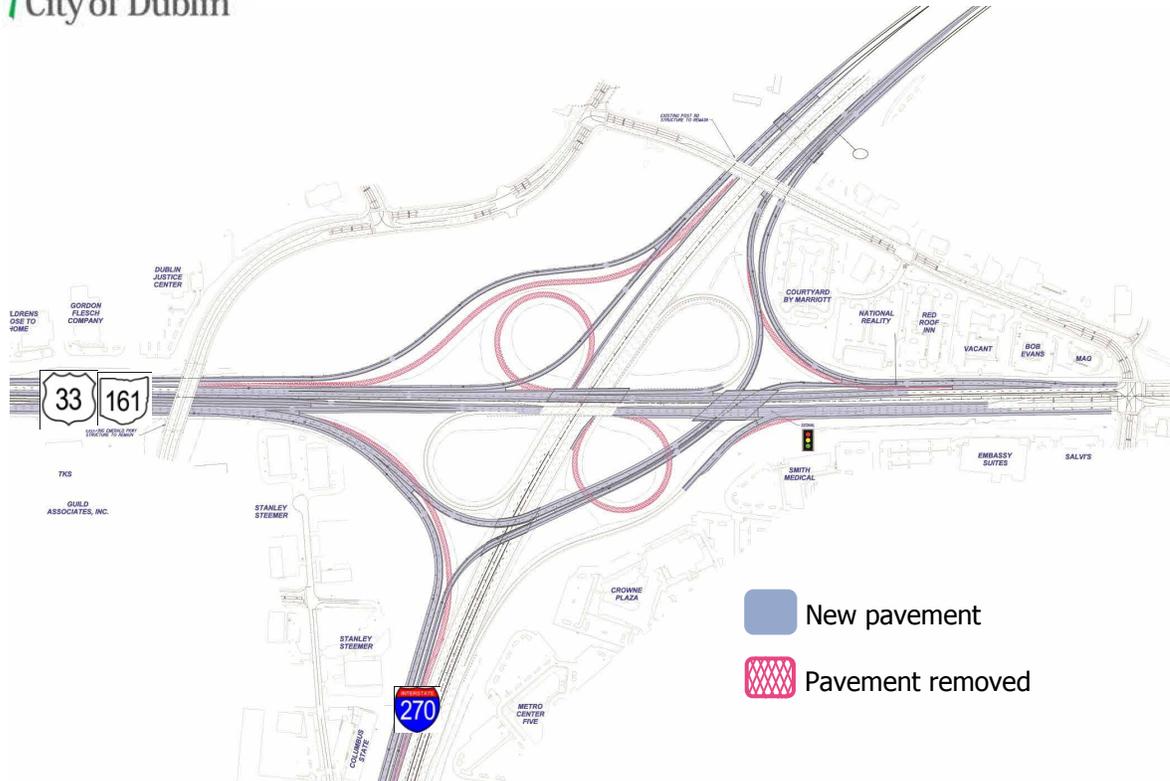


Figure 1. I-270 & US 33 Northwest Interchange Improvements - Phase 1



Figure 2. I-270 & US 33 Northwest Interchange Improvements - Phase 2



Phase 2:

The second phase of construction, shown in Figure 2, includes the following improvement:

- The loop ramp in the northeast quadrant will be eliminated. The new ramp replacing this movement will pass over US 33 and I-270. This will be a significant, new flyover bridge.

Stage 1 design plans are being developed for Phase 2 along with the Phase 1 final construction plans. The construction of Phase 2 is expected to occur in 10 to 15 years.

Resources:

Detailed plan and profile views, typical sections, and cross sections are available on the Dublin FTP site. This site requires an Active FTP:

1. Within Internet Explorer go to Tools / Internet Options / Advanced Tab
2. Uncheck "Use Passive FTP"
3. Close and re-open Internet Explorer
4. Enter the following site address: <ftp://ftp.dublin.oh.us>
5. Browse to the directory folder: I 270 US 33 Interchange

Proposal Part 1. Conceptual Design

1. Using the preliminary engineering alignments and profiles available through CH2M HILL, the Consultant and artist will work cooperatively to develop a concept plan for the aesthetic features and landscaping to enhance the interchange. The City is currently making arrangements to lead, with or without the assistance of the artist, a public engagement meeting. The meeting product will be a design theme that depicts Dublin's unique sense of place. The Consultant shall work with the artist to translate that theme into a cohesive aesthetic enhancement for the I-270 & US 33 Northwest Interchange project.
 - CH2M HILL, City staff, and the artist will provide:
 - the necessary base-map,
 - sheet formatting information,
 - design theme, and
 - locations of artist enhancements.
 - The Consultant shall provide:
 - An overall design concept plan for both Phase 1 and 2 of the interchange project with features clearly depicted and labeled on plan sheets formatted as directed by CH2M HILL;
 - A comprehensive list of physical elements of the interchange that will be improved including, but not limited to, bridge and retaining wall embellishments, free standing walls, grading, fencing, lighting, irrigation and landscaping;
 - Specific details will be needed at this point in the project to accommodate aesthetic features within the roadway and structural design. The Consultant shall provide locations, dimensions, weight and connections for all bridge and retaining wall embellishments (including elements that may be added to the bridges and retaining walls such as lighting) for artist provided enhancements and Consultant conceptualized enhancements; and
 - A prioritized list of theme elements with itemized probable costs.
2. The concept plan and associated documents must be submitted to the City by September 30, 2013 for review before CH2M HILL's submission to the Ohio Department of Transportation. CH2M HILL must have physical characteristics of retaining wall and bridge enhancements prior to October 14, 2013.
3. At a minimum, the Consultant will meet with City of Dublin, CH2M HILL, and other interested stakeholders at both an August 30, 2013 kick-off and an October 7, 2013 concept presentation meetings. Follow-up meetings may be required as requested by staff.

Proposal Part 2. Hardscape and Earthwork Design Plans

1. The Consultant shall prepare plans, supplemental notes, details and specifications to be incorporated into the construction drawings for all Phase 1 hardscape and earthwork elements including, but not limited to:

- Enhancements to required elements of the interchange such as bridges and retaining walls,
 - Added hardscape features, and
 - Earthwork and grading that differs from the design assumptions.
2. At a minimum, the Consultant will meet with City of Dublin, CH2M HILL, and other interested stakeholders at preliminary and final architectural plan meetings. Follow-up meetings may be required as requested by staff.
 3. Plan sheets and details should be stand-alone insert sheets with sub-summaries for integration into the larger plan set. Items that will have standard line items in the construction drawings should be incorporated as alternate bid items.
 4. The Consultant will prepare estimates of probable cost for all aesthetic enhancements following standard ODOT bid item convention per the ODOT Item Master.
 5. The 60% complete architectural design plans are due November 4, 2013 for submission to the Ohio Department of Transportation via CH2M HILL.
 6. The 100% complete architectural design plans are due January 30, 2014 for submission to the Ohio Department of Transportation via CH2M HILL.

Proposal Part 3. Landscape and Artwork

1. In this final phase of work, the Consultant will prepare a Phase 1 and Phase 2 contract document package consisting of plans, supplemental notes, details, specifications and estimates of probable cost following standard ODOT bid item convention per the ODOT Item Master for the plant material and artwork.
 - The City would like to retain the right to either bid the landscape package with the ODOT plans or have them formatted and furnished to the City for direct bidding. The Consultant shall assist the City and interested stakeholders in art location siting. The Consultant will collaborate with the artist to ensure the final product reflects the design intent. The Consultant will be responsible for integrating the artwork and landscape design into the site and hardscape design so that they appear as a single unified enhancement.
2. At a minimum, the Consultant will meet with City of Dublin, CH2M HILL, and other interested stakeholders for the preliminary landscape and artwork package plan and final landscape and artwork plan presentation meetings. Follow-up meetings may be required as requested by staff.
3. The architectural design plans for Phase 1 construction should be completed by January 30, 2014 for submission to the Ohio Department of Transportation via CH2M HILL or for direct bidding by the City of Dublin. Submission dates for Phase 2 plans will be determined as the project develops.

Stakeholders

This project has multiple vested parties. The successful Consultant will receive input from the following stakeholders:

- Dublin Arts Council
- Dublin City Council
- Dublin City staff
- Ohio Department of Transportation
- CH2M HILL
- Project Artist

PROJECT SCHEDULE/DEADLINES

- Kick-off meeting on **August 30, 2013**.
- The conceptual design phase must be completed by **September 30, 2013**.
- The design will be reviewed by staff, and the Consultant will present their design in Dublin on **October 7, 2013**. Feedback will be given to the Consultant at this meeting.
- The revised conceptual design along with details on the physical characteristics of bridge and retaining wall embellishments such as size, weight, and location is due **October 14, 2013**.
- Architectural design plans are due at the 60% complete stage on **November 4, 2013**.
- Architectural design plans and specifications for hardscape, grading, and enhancements to interchange elements need to be incorporated into the overall design plans by **January 30, 2014**.
- Final landscaping and artwork must be designed and specified by **January 30, 2014** with Phase 1 ready for incorporation into the ODOT set or direct bidding.
- Final landscaping and artwork due dates for Phase 2 will be determined as the project develops.



PROPOSAL SUBMITTAL

Proposal Requirements

The proposals must be limited to 25 pages. Proposals longer than the limit will not be considered. Five (5) copies shall be submitted.

Electronic submissions will be accepted. The submission must be compatible with Adobe v 8.0, in a single file, and be formatted to print on standard office paper sizes. No pages shall be larger than 11x17.

All material submitted in accordance with this RFP becomes property of the City and will not be returned.

Proposal Content and Evaluation Criteria

Evaluation of the proposals, and selection of the firm to provide these professional services, will be based on the following criteria:

1. Firm and Individual Qualifications: Consultant will submit information sufficient to inform the City of Dublin of the firm's and individual project team member's qualifications sufficient to complete the project to industry standard of care. This should include three (3) representative projects, and any experience working with an artist.
2. Capacity to Perform the Work: Consultant will submit a statement of the capacity of their staff to perform the tasks included with these projects. This statement should demonstrate the ability of the staff to coordinate with any sub-consultants used for the projects.
3. Time of Completion
 - a. Consultant will provide a detailed project schedule including major project milestones and anticipated review times that honors the requested completion dates.
 - b. Consultant will demonstrate their ability to perform the work within their proposed schedule.
4. Project Approach: Consultant will demonstrate their understanding of the project, define and determine project tasks, and explain their approach to performing each project task in accordance with industry standard of care.
5. Compensation: Consultant shall provide proposed **fees on "Proposal Part 1" only** for this request. Fees for Proposal Parts 2 and 3 will be negotiated based on the successful completion of Proposal Part 1.
 - a. All professional services will be provided on a lump sum fee basis. Consultant will submit a detailed Fee Schedule to be used for this project.
 - b. The Fee Schedule will detail the effort necessary to perform each task.



- c. The Fee Schedule will include the labor classification, hourly rate, hours to complete each task, total labor costs, expenses and subtotal for each task.
 - d. The Fee Schedule will also include the total professional services cost.
 - e. The Fee Schedule will include an hourly rate schedule that will be used for changes in scope.
6. References: Consultant will provide references to demonstrate the quality, responsiveness, timeliness, completeness, thoroughness and cost control of work previously performed for other municipalities or government agencies.

Proposal Selection

The City of Dublin will use a Selection Committee to review and evaluate the submitted proposals. From this process, the City may select the best and most responsive proposal. If a clear decision cannot be made, or if the Selection Committee needs further clarification, the City reserves the right to “shortlist” the proposals. The shortlisted firms will be contacted to provide additional information to participate in a meeting or interview. The Selection Committee plans to make the final selection by **August 28, 2013**.

Proposal Deadline

Proposals are due **Wednesday, August 21, 2013 at 4:00 p.m.** Proposals delivered after this deadline will not be considered.

Interested firms should submit their proposals to:

Sara Ott, Senior Project Manager
Office of the City Manager
City of Dublin
5200 Emerald Parkway
Dublin, OH 43017

Phone: 614.410.4448
Email: sott@dublin.oh.us



LEGAL CONSIDERATIONS

CH2M HILL's standard sub-contract language is attached.

Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals received as a result of this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the RFP.

Addenda and Interpretation

No Consultant will be allowed to modify the content of the proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that the modification will not result in a substantive amendment to the proposal.

The City shall not be responsible for, nor be bound by, any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification via written request to:

Sara Ott, Senior Project Manager
Office of the City Manager
City of Dublin
5200 Emerald Parkway
Dublin, OH 43017

Email: sott@dublin.oh.us

Requests for clarification shall be received by the City at least **four business days** prior to the due date for responses. Any response by the City of Dublin to a request for clarification will be made in the form of an addendum to this RFP and will be publicized on the City of Dublin website at www.dublinohiousa.gov/bids-and-requests-for-proposals. All addenda shall become part of this RFP and shall be attached as an exhibit to your proposal. This additional information will not count in the sheet total allowed.

Any contact with other City personnel related to this RFP, prior to the formal selection of the Consultant, is expressly prohibited without the consent of the City's Senior Project Manager.



Non-Responsive Proposal

The proposal shall be prepared and submitted in accordance with these instructions. Any omission or limitation to the RFP may be sufficient grounds for non-acceptance of the response, at the sole discretion of City.

The submission of a response to this RFP shall be deemed a representation and certification by the Consultant that the Consultant has investigated all aspects of the RFP, is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and has read and understood the RFP. No request for modification of a submitted proposal shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

Public Nature of Proposal Material

Responses to this RFP become the exclusive property of the City. All responses to the RFP when received become a matter of public record and shall be regarded as public records. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
- Evidence of incorrect information deliberately submitted as part of the RFP;
- Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Consultant's default under any agreement, which resulted in termination of the Agreement.

Non-Discrimination/Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Dublin contracts.



Purchase Order				(Revised: 11/2011)
PURCHASE ORDER NO.	REVISION	BUYER	PAGE	
	0	DIANE KARASKEVICUS	1 of 3	
This PURCHASE ORDER NUMBER and below PROJECT NUMBER(S) MUST APPEAR on all invoices, packing lists, cartons, and correspondence related to this order.				

SUPPLIER:
POTENTIAL VENDOR:
ADDRESS:
ADDRESS:
CITY, STATE ZIP

DRAFT

SHIP TO:
 15010 CONFERENCE CENTER DRIVE
 SUITE 200
 CHANTILLY, VA 20151
 United States

BILL TO:
 CH2M HILL INC A/P
 PO BOX 241329
 OR EMAIL APINVOICES@CH2M.COM
 DENVER, CO 80224
 United States

408

Defense Priorities And Allocation System (DPAS) Rating

NOT RATED

Terms

PAYMENT TERMS		DELIVERY TERMS	SHIP VIA
NET 15 AFTER CLIENT PAYS			
SUPPLIER NO.	SUPPLIER CONTACT / TELEPHONE	REQUESTOR / DELIVER TO	
80957	()		

Purchasing Notes

This Purchase Order/Subcontract is issued by CH2M HILL, Inc.

Start Date: 01-APR-2013 Estimated Completion Date: 31-DEC-2013

CH2M HILL HAS ENTERED INTO A WRITTEN AGREEMENT NO. ____ (THE CONTRACT) DATED ____ WITH ____ (CLIENT) TO PROVIDE SERVICES FOR THE ____ (THE PROJECT).

CH2M HILL AND ____ (THE SUBCONSULTANT) HAVE AGREED WITHIN THIS SUBCONTRACT (THE SUBCONTRACT) THAT SUBCONSULTANT WILL PERFORM THE SERVICES DESCRIBED IN ATTACHMENT A - STATEMENT OF WORK.

THE SUBCONSULTANT'S SERVICES SHALL BE PERFORMED WITHIN THE PERIOD OF PERFORMANCE IDENTIFIED ABOVE AND AS MAY BE FURTHER DEFINED BY THE PROJECT SCHEDULE, IF PROVIDED, AND SHALL SUBMIT THE DELIVERABLES IDENTIFIED IN ATTACHMENT B - SCHEDULE AND DELIVERABLES.

SUBCONSULTANT SHALL BE COMPENSATED IN ACCORDANCE WITH THE COMPENSATION PROVISIONS BELOW AND IN ACCORDANCE WITH THE RATES ESTABLISHED IN ATTACHMENT C - COMPENSATION SCHEDULE.

THE SERVICES COVERED BY THIS SUBCONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS IN ATTACHMENT D - FORM 408 PROVISIONS.

SUBCONSULTANT AGREES TO COMPLY WITH THE CONTRACT FLOW-DOWN PROVISIONS OR SUPPLEMENTARY PROVISIONS IF INCORPORATED INTO THIS SUBCONTRACT IN ATTACHMENT E - OTHER PROVISIONS.

IF THE TOTAL AMOUNT AUTHORIZED BY THIS SUBCONTRACT EXCEEDS \$25,000, SUBCONSULTANT SHALL INCLUDE WITH ITS FINAL INVOICE A SUBCONTRACTOR RELEASE FORM PROVIDED IN ATTACHMENT F - SUBCONTRACTOR RELEASE FORM.

INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS
 ANY REPRESENTATIONS AND CERTIFICATIONS SUBMITTED RESULTING IN AWARD OF THIS AGREEMENT AND ANY UPDATES SUBMITTED THEREAFTER ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT.

POINTS OF CONTACT AND DIRECTION
 ALL ADMINISTRATIVE DELIVERABLES INCLUDING NOTICES, CERTIFICATES AND PERMITS REQUIRED UNDER THIS SUBCONTRACT SHALL BE SUBMITTED TO THE BUYER NOTED ABOVE. ALL TECHNICAL DELIVERABLES REQUIRED BY THE STATEMENT OF WORK SHALL BE SUBMITTED TO CH2M HILL'S TECHNICAL POINT OF CONTACT (POC) NOTED BELOW. ANY ADMINISTRATIVE OR TECHNICAL DIRECTION RECEIVED FROM THESE INDIVIDUALS, UNLESS RECEIVED IN THE FORM OF A REVISION TO THIS SUBCONTRACT, SHALL BE CONSIDERED INFORMATIONAL ONLY AND SHALL NOT BE BINDING BY THE PARTIES. ALL NOTICES AND ACTIONS BY CH2M HILL UNDER THIS

Continued...



Purchase Order				(Revised: 11/2011)
PURCHASE ORDER NO.	REVISION	BUYER	PAGE	
	0	DIANE KARASKEVICUS	2 of 3	
This PURCHASE ORDER NUMBER and below PROJECT NUMBER(S) MUST APPEAR on all invoices, packing lists, cartons, and correspondence related to this order.				

Purchasing Notes

SUBCONTRACT SHALL BE SUBMITTED TO THE SUBCONSULTANT'S POC IDENTIFIED BELOW.

CH2M HILL TECHNICAL POC: _____
 CH2M HILL CONTRACTUAL POC: _____
 SUBCONSULTANT'S POC: _____

COMPENSATION PROVISIONS

PAYMENT TERM - THE PAYMENT TERM APPLICABLE TO THIS SUBCONTRACT AGREEMENT APPEARS ABOVE. SHOULD THE PAYMENT TERM INCLUDE THE ACRONYM "ACP", THE ACRONYM "ACP" SHALL BE DEFINED AS "AFTER CLIENT PAYS."

TIME AND MATERIALS SERVICES - COMPENSATION FOR SERVICES RENDERED ON THE BASIS OF TIME AND MATERIALS SHALL BE AT THE RATES ESTABLISHED IN ATTACHMENT C. UNLESS OTHERWISE STATED, THESE RATES ARE FIRM FOR THE PERIOD OF PERFORMANCE AND INCLUDE ALL ELEMENTS OF LABOR, OVERHEAD AND PROFIT. THE SAME RATES SHALL BE USED TO PRICE AND INVOICE ADDITIONAL WORK.

****OR****

MULTIPLIER SERVICES - COMPENSATION FOR SERVICES RENDERED ON THE BASIS OF RAW SALARY TIMES A BILLING MULTIPLIER SHALL BE AT THE MULTIPLIERS AND RATES ESTABLISHED IN ATTACHMENT C. UNLESS OTHERWISE STATED, THESE MULTIPLIERS/RATES ARE FIRM FOR THE PERIOD OF PERFORMANCE AND INCLUDE ALL ELEMENTS OF LABOR, OVERHEAD AND PROFIT. THE SAME RATES SHALL BE USED TO PRICE AND INVOICE ADDITIONAL WORK.

****OR****

COST REIMBURSEMENT SERVICES - COMPENSATION FOR SERVICES RENDERED ON THE BASIS OF COST PLUS A FIXED FEE OR AWARD FEE SHALL BE AT THE RATES ESTABLISHED IN ATTACHMENT C. PROVISIONAL INDIRECT COST RATES AND INVOICED AMOUNTS MAY BE ADJUSTED TO REFLECT THE SUBCONSULTANT'S ACTUAL INDIRECT COSTS IF ALLOWED BY THE CONTRACT AND CH2M HILL. THE RATES IDENTIFIED IN ATTACHMENT C SHALL BE USED TO PRICE AND INVOICE ADDITIONAL WORK.

****OR****

FIXED UNIT RATE SERVICES - COMPENSATION FOR SERVICES RENDERED ON THE BASIS OF FIXED UNIT RATES SHALL BE AT THE RATES ESTABLISHED IN ATTACHMENT C. UNLESS OTHERWISE STATED, THESE RATES ARE FIRM FOR THE PERIOD OF PERFORMANCE AND INCLUDE ALL ELEMENTS OF LABOR, OVERHEAD, OTHER DIRECT COSTS AND PROFIT. THE SAME RATES SHALL BE USED TO PRICE AND INVOICE ADDITIONAL WORK.

****OR****

FIRM-FIXED PRICE (LUMP SUM) SERVICES - COMPENSATION FOR SERVICES RENDERED ON THE BASIS OF A FIRM-FIXED PRICE SHALL BE MADE BASED ON THE DELIVERABLE SCHEDULE IN ATTACHMENT B AND THE COMPENSATION SCHEDULE IN ATTACHMENT C. COST OR PRICING DATA SUBMITTED TO ESTABLISH THE PRICE AUTHORIZED MAY BE USED TO PRICE AND INVOICE ADDITIONAL WORK.

TOTAL COMPENSATION SHALL NOT EXCEED THE SUBCONTRACT TOTAL OR INDIVIDUAL SUBCONTRACT ORDER LINE ITEM TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION. ANY WORK PERFORMED BEYOND THE AUTHORIZED AMOUNT SHALL BE AT THE SUBCONSULTANT'S SOLE RISK.

INVOICE REQUIREMENTS

ORIGINAL INVOICES SHALL BE SUBMITTED TO ACCOUNTS PAYABLE AT THE "BILL TO" ADDRESS ABOVE AND REFERENCE CH2M HILL'S SUBCONTRACT ORDER NUMBER, CH2M HILL'S PROJECT NUMBER, AND SEGREGATE INVOICED AMOUNTS BY LINE ITEM INCLUDING CURRENT AND CUMULATIVE AMOUNTS. EACH INVOICE NUMBER MUST BE UNIQUE TO THIS AND ANY OTHER SUBCONTRACT ORDER ISSUED BY CH2M HILL. INVOICES WITHOUT THE REQUIRED INFORMATION MAY BE REJECTED.

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Purchase Order				(Revised: 11/2011)
PURCHASE ORDER NO.	REVISION	BUYER	PAGE	
	0	DIANE KARASKEVICUS	3 of 3	
This PURCHASE ORDER NUMBER and below PROJECT NUMBER(S) MUST APPEAR on all invoices, packing lists, cartons, and correspondence related to this order.				

Purchasing Notes

PAYMENT TO SUBCONSULTANT WILL BE MADE WITHIN 15-DAYS OF RECEIPT OF PAYMENT TO CH2M HILL FROM THE CLIENT.

IF INCORPORATED IN ATTACHMENT G - INVOICE FORMAT AND BACKUP REQUIREMENTS, SUBCONSULTANT SHALL PROVIDE WITH ITS MONTHLY INVOICE ANY SUPPORTING SCHEDULES, RECEIPTS, PAYROLL REGISTERS, CERTIFICATIONS, TIME SHEETS, ETC. AS MAY BE REQUIRED BY CH2M HILL AND SHALL SUBMIT ITS INVOICES IN THE EXAMPLE FORMAT SPECIFIED.

IF THE STATEMENT OF WORK INCLUDES FIELD ACTIVITIES, SUBCONSULTANT'S FIELD PERSONNEL SHALL COMPLY WITH THE HEALTH AND SAFETY PLAN INCORPORATED IN ATTACHMENT H - HEALTH AND SAFETY PLAN.

ENTIRE AGREEMENT

THIS SUBCONTRACT SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS AND MAY ONLY BE CHANGED BY WRITTEN REVISION EXECUTED BY BOTH PARTIES.

THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT:

- ATTACHMENT A - STATEMENT OF WORK
- ATTACHMENT B - SCHEDULE AND DELIVERABLES
- ATTACHMENT C - COMPENSATION SCHEDULE
- ATTACHMENT D - FORM 408 PROVISIONS
- ATTACHMENT E - OTHER PROVISIONS
- ATTACHMENT F - SUBCONTRACTOR RELEASE FORM
- ATTACHMENT G - INVOICE FORMAT AND BACKUP REQUIREMENTS
- ATTACHMENT H - HEALTH AND SAFETY PLAN

Line	Part Number / Description	Delivery Date	Qty	Unit	Unit Price	Extension	Tax
1	SERVICES			Dollar		0.00	N
Total						USD	0.00

Authorized Signature	Name (Printed)	Title	Date

Subcontractor/Supplier Acceptance Signature	Name (Printed)	Title	Date

Attachment A
Scope of Services

Attachment B
Schedule & Deliverables

Attachment C
Compensation Schedule

Attachment D
Form 408 Provisions

ATTACHMENT D - SUBCONTRACT FOR PROFESSIONAL SERVICES PROVISIONS

ARTICLE 1. TERMS OF PAYMENT

1.1 Invoicing

SUBCONSULTANT may submit invoices to CH2M HILL for progress payments not more than once each month. Such invoices will represent the value of the completed Statement of Work and will be prepared in a form and supported by documentation as CH2M HILL may reasonably require. Invoices will be reviewed and approved by CH2M HILL before submittal to CLIENT.

For laboratory services, samples generated or analyzed by SUBCONSULTANT or other measures taken for purposes of meeting internal procedural QC standards will not be separately paid for by CH2M HILL.

1.2 Progress Payments

Payment will be made by CH2M HILL to SUBCONSULTANT in accordance with the terms specified on the purchase order form or elsewhere within this SUBCONTRACT for the approved invoice amount, less any retainage by CLIENT, less any retainage specified elsewhere in this SUBCONTRACT. Progress payments to SUBCONSULTANT will not constitute acceptance of Services under the Statement of Work. Cash discounts will apply from the date a correct, properly supported invoice is received by CH2M HILL. All payments to SUBCONSULTANT shall be made in United States Dollars unless otherwise indicated within this SUBCONTRACT.

If checked, additional invoicing requirements apply to this SUBCONTRACT for any services hereunder that are to be compensated as either a Time and Material/Labor Hour type agreement or a Cost Reimbursable type as defined in the Federal Acquisition Regulation (FAR). See attached requirements which are incorporated into this SUBCONTRACT.

1.3 Final Payment

Upon completion of the Statement of Work, SUBCONSULTANT will notify CH2M HILL, in writing that the Statement of Work is complete and that final payment is due. If the Statement of Work has been completed in accordance with this SUBCONTRACT, final payment will be made in accordance with the terms of this SUBCONTRACT.

1.4 Liens*

SUBCONSULTANT will promptly pay for all services, labor, materials, and equipment used or employed by SUBCONSULTANT in the Statement of Work, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. SUBCONSULTANT will, upon completion of the Statement of Work and before final payment is due, furnish CH2M HILL, on a form CH2M HILL may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full.

Under cost reimbursable terms SUBCONSULTANT shall make adjustments to its final billing as may be necessary to reconcile actual costs incurred to actual billings, and issue a separate credit or debit notice representing such reconciliation. SUBCONSULTANT shall be required to certify that its final billing represents completely and accurately all expected adjustments to account for CLIENT and/or CH2M HILL post audit adjustments that the CLIENT and/or CH2M HILL may reasonably be entitled to for actual costs incurred.

1.5 Interest

Any interest received by CH2M HILL from CLIENT for late progress payments or retainages will be shared with SUBCONSULTANT on a pro rata basis, to the extent SUBCONSULTANT also has late progress payments or retainages.

ARTICLE 2. OBLIGATIONS OF SUBCONSULTANT

2.1 Independent Contractor

SUBCONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees,

subcontractors, and agents. SUBCONSULTANT shall also be solely responsible for the means and methods for carrying out the Statement of Work and for the safety of its employees. Nothing contained in this SUBCONTRACT will create any contractual relationship between CLIENT and SUBCONSULTANT.

2.2 Lower Tier Subcontractors

The names of any proposed or existing subcontractors to SUBCONSULTANT who will perform a portion of the Statement of Work (Lower Tier Subcontractor) must be submitted to and approved in advance in writing by CH2M HILL.

SUBCONSULTANT will bind all Lower Tier Subcontractors to the Provisions of this SUBCONTRACT where indicated by an asterisk () as a required flow-down provision. Additionally, SUBCONSULTANT will flow-down those sections of the other SUBCONTRACT Attachments as so required by CH2M HILL.

Neither this SUBCONTRACT nor any Lower Tier Subcontract will create any contractual relationship between any Lower Tier Subcontractor and CH2M HILL, nor any liability of CH2M HILL to any Lower Tier Subcontractor.

2.3 Performance

The standard of care applicable to SUBCONSULTANT's Services will be the degree of skill and diligence normally employed by others performing the same or similar services. SUBCONSULTANT will re-perform any Services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, CH2M HILL may cause the same to be corrected and deduct costs incurred from SUBCONSULTANT's compensation.

Results reported from any laboratory Services may undergo contract compliance and quality assurance reviews by CH2M HILL. For analyses that fail either of these reviews, the laboratory will be required, without further compensation, to reanalyze the samples to meet these requirements. If reanalysis is not possible, the laboratory will not be paid for the deficient analyses.

2.4 Insurance*

2.4.1 Before commencing Services and as a condition of payment, SUBCONSULTANT shall purchase and maintain from the effective date of this SUBCONTRACT through a period of at least two (2) years after the expiration of this SUBCONTRACT the following minimum insurance limits and coverages provided by an insurance company with an A.M. Best Company Financial Strength Rating of "A" or higher and a Financial Size Category of "VII" or higher whether the Services are performed by SUBCONSULTANT or any of its Lower Tier Subcontractors or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- (a) Workers' compensation insurance in the statutory amount and employers' liability insurance in an amount not less than \$1,000,000 per accident and disease for all employees engaged in the Services. If any employees are located in a monopolistic state (ND, OH, WA, WY) or Puerto Rico, Stop Gap coverage in an amount not less than \$1,000,000 per accident and disease shall also be evidenced.
- (b) Commercial automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than \$1,000,000 combined single limits.
- (c) Commercial general liability insurance including X, C & U, products/completed operations and contractual liability covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of SUBCONSULTANT

or of any of its employees, agents, or Lower Tier Subcontractors, in an amount not less than \$1,000,000 per occurrence and in the aggregate.

- (d) Professional liability insurance in an amount not less than \$1,000,000 per occurrence or claim and in the aggregate covering the acts, errors or omissions of the SUBCONSULTANT.

2.4.2 Insurance coverage in 2.4.1 (b) and (c) above shall name CH2M HILL and CLIENT as additional insureds. Such insurance shall be primary and non-contributory coverage to CH2M HILL and CLIENT.

2.4.3 Insurance coverage in 2.4.1 (a), (b), and (c) above shall be endorsed to provide a waiver of subrogation in favor of CH2M HILL and CLIENT.

2.4.4 Before commencing Services under this SUBCONTRACT, SUBCONSULTANT shall furnish CH2M HILL with original certificates of insurance meeting or exceeding the coverages specified in this Article. Certificates shall evidence policy information, additional insured status, primary and non-contributory language and waiver of subrogation.

2.4.5 SUBCONSULTANT shall maintain in effect all insurance coverage required under this SUBCONTRACT at SUBCONSULTANT'S sole expense and with insurance companies acceptable to CH2M HILL. The policies shall be endorsed to provide CH2M HILL with thirty (30) days prior written notice of any cancellation, non-renewal, or reduction of limits or coverage.

2.4.6 SUBCONSULTANT'S failure to maintain any or all of the coverages described in Article 2.4 shall constitute cause for immediate termination of this SUBCONTRACT by CH2M HILL.

2.4.7 If checked, the Insurance Supplement is incorporated into the Provisions of this SUBCONTRACT.

2.5 Indemnification

SUBCONSULTANT agrees to indemnify CH2M HILL and CLIENT from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, to the proportionate extent caused by the breach of contract, negligence, or willful misconduct of SUBCONSULTANT, SUBCONSULTANT'S employees, affiliated corporations, officers, and Lower Tier Subcontractors in connection with the PROJECT.

2.6 Codes, Laws, and Regulations*

SUBCONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this SUBCONTRACT. In particular, SUBCONSULTANT will comply with all laws and regulations regarding political contributions. No portion of any compensation paid under this SUBCONTRACT will be used for any illegal or unethical purpose whatsoever.

2.7 Permits, Licenses, and Fees*

SUBCONSULTANT will obtain and pay for all permits and licenses required by law that are associated with SUBCONSULTANT'S performance of the Statement of Work.

2.8 Publicity*

SUBCONSULTANT will not disclose the nature of its Statement of Work on the PROJECT, or engage in any other publicity or public media disclosures with respect to this PROJECT without the prior written consent of CH2M HILL and CLIENT.

2.9 Key Personnel

SUBCONSULTANT will provide qualified personnel to perform the Statement of Work. Within 10 days of execution of this SUBCONTRACT or receipt of a written authorization to proceed, SUBCONSULTANT will submit a list of key personnel for its Services, including a designated project manager, if requested by CH2M HILL, and will not change or reassign any of the designated key personnel without the written approval of CH2M HILL.

2.10 Copies of Data

One legible copy each of all laboratory, field, or other notes, log book pages, and technical data, computations, designs and other

instruments of service prepared under the terms of this SUBCONTRACT will be delivered by SUBCONSULTANT to CH2M HILL upon completion of the Statement of Work.

2.11 Additional Assignments*

SUBCONSULTANT will not separately solicit or accept any assignment from CLIENT directly related to the PROJECT during the life of this SUBCONTRACT without CH2M HILL's written approval.

2.12 Access to Records*

SUBCONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by CH2M HILL during SUBCONSULTANT'S normal business hours for a period of 7 years after payment of SUBCONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

2.13 Suspension of Services

SUBCONSULTANT will, upon written notice from CH2M HILL, suspend, delay, or interrupt all or a part of the Statement of Work. In such event, SUBCONSULTANT will resume the Statement of Work upon written notice from CH2M HILL, and an extension of time and/or an equitable adjustment in compensation, if appropriate, will be mutually agreed upon.

2.14 Hazardous or Toxic Substances*

If this SUBCONTRACT involves hazardous or toxic substances, SUBCONSULTANT will strictly comply with all safety or training requirements promulgated by law or regulation.

2.15 Schedule

The SUBCONSULTANT must meet the schedule specified in the Statement of Work, Schedule and Deliverables, or elsewhere in this SUBCONTRACT. In the event that SUBCONSULTANT or CH2M HILL estimates that SUBCONSULTANT will fail to meet a mutually agreed upon schedule or time of completion and SUBCONSULTANT does not propose a solution satisfactory to CH2M HILL, CH2M HILL may require SUBCONSULTANT to implement any or all of the following:

- (1) Extend its working day to 10 hours or more
- (2) Extend its working week to 6 or 7 days
- (3) Increase the labor force
- (4) Provide and utilize additional equipment and facilities

SUBCONSULTANT will continue the accelerated services until such time as CH2M HILL determines that progress conforms to the schedule completion time. All additional costs of the accelerated effort will be borne solely by SUBCONSULTANT unless a change in Statement of Work can be shown.

2.16 Monthly Progress Report

SUBCONSULTANT will provide, if requested by CH2M HILL, a monthly progress report to CH2M HILL in a form and covering information as required by CH2M HILL.

2.17 Observation of Services*

CH2M HILL reserves the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the Services performed or being performed by SUBCONSULTANT and the premises on which it is being performed. If any inspection or evaluation is made by CH2M HILL on the premises of SUBCONSULTANT, SUBCONSULTANT will provide all reasonable facilities and assistance for CH2M HILL's safety and convenience in the performance of the inspection. Such inspection or evaluation will not relieve SUBCONSULTANT of its obligations under this SUBCONTRACT.

2.18 Working Files*

SUBCONSULTANT will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this SUBCONTRACT. SUBCONSULTANT will provide copies of the information contained in its working files to CH2M HILL upon request of CH2M HILL.

2.19 Communications with CLIENT*

All of SUBCONSULTANT'S written or verbal communication with or to CLIENT, or with federal, state, or local agencies, relative to

Services under this SUBCONTRACT must be through or with the knowledge of CH2M HILL.

2.20 Safety*

SUBCONSULTANT is solely responsible for the health and safety of its own employees and its Lower Tier Subcontractors. SUBCONSULTANT will comply with any owner or site controlling contractor's health and safety plan. SUBCONSULTANT will comply with all applicable federal, state and local laws and regulations related to health and safety.

2.21 Environmental Responsibility*

The SUBCONSULTANT shall provide documentation of commitment to, and improvement toward, services, processes, and business practices that are protective of the natural environment.

2.22 Supply Chain Ethics and Business Conduct*

Acceptance constitutes agreement that those who work on CH2M HILL's projects at any tier shall conduct business legally, ethically and in compliance with the Principles set forth in CH2M HILL's "Our Supply Chain Ethics and Business Conduct Principles" to include the Federal Supplement for U.S. Government Work (when applicable) available at the CH2M HILL website <http://www.ch2m.com/supplier-subcontractor-portal>.

ARTICLE 3. OBLIGATIONS OF CH2M HILL

3.1 Timely Review

CH2M HILL will examine SUBCONSULTANT's studies, reports, proposals, and other project-related documents and render decisions required by SUBCONSULTANT in a timely manner.

3.2 Prompt Notice

CH2M HILL will give written notice to SUBCONSULTANT whenever CH2M HILL observes or becomes aware of any development that affects the scope or timing of SUBCONSULTANT's Statement of Work, or any defect in the Services of SUBCONSULTANT.

3.3 Technical Guidance and Information Transfer

CH2M HILL may, at its sole discretion, provide technical guidance on SUBCONTRACT performance. Technical guidance may include:

- (a) Guidance that assists SUBCONSULTANT in accomplishing the Statement of Work
- (b) Review comments on deliverables
- (c) Copies of technical guidance documents relative to Services under this SUBCONTRACT, as they are made available to CH2M HILL

Technical guidance will be issued in writing or, after verbal issuance, confirmed in writing.

CH2M HILL may also, at its sole discretion, provide SUBCONSULTANT with documents, forms, procedures, agreements, and other items specifically developed for use on this PROJECT for SUBCONSULTANT's information. SUBCONSULTANT agrees to assume the full liability arising out of the improper use of any information provided by CH2M HILL.

3.4 Furnished Data

CH2M HILL will provide SUBCONSULTANT technical data in its possession, including, but not limited to, previous reports, maps, surveys, borings, and other information relating to SUBCONSULTANT's Statement of Work on the PROJECT. SUBCONSULTANT may reasonably rely upon the accuracy of the information provided by CH2M HILL.

3.5 Changes

CH2M HILL may, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Statement of Work. SUBCONSULTANT will not proceed with any changes unless notified to proceed in writing by CH2M HILL.

Nothing herein will be construed as relieving SUBCONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon SUBCONSULTANT entitlement to, or the amount of, any adjustment in time or compensation.

Any claim by SUBCONSULTANT for an adjustment under this paragraph must be asserted in writing fully supported by factual information to CH2M HILL, within 30 days from the date of receipt by SUBCONSULTANT of the written change authorization from CH2M HILL or within such extension of that 30-day period as CH2M HILL,

in its sole discretion, may grant in writing at SUBCONSULTANT's request prior to expiration of said period.

If the Statement of Work is reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

3.6 Supplemental Provisions for Technical Services

If checked, the Supplemental Provisions for Technical Services is incorporated into the Provisions of this SUBCONTRACT.

ARTICLE 4. GENERAL LEGAL PROVISIONS

4.1 Proprietary Information*

Except when otherwise authorized in writing by CH2M HILL, all drawings, specifications, technical data, and other information furnished to SUBCONSULTANT either by CH2M HILL or CLIENT or developed by SUBCONSULTANT or others in connection with the Services rendered are, and will remain, the property of CH2M HILL or CLIENT, and may not be copied or otherwise reproduced or used in any way except in connection with the Statement of Work, or disclosed to third parties or used in any manner detrimental to the interest of CH2M HILL or CLIENT.

4.2 Nondisclosure Agreement*

To enable the SUBCONSULTANT to conduct activities related to the Statement of Work of this SUBCONTRACT, it may be necessary for CH2M HILL to disclose proprietary or confidential information to the SUBCONSULTANT. In that regard, the SUBCONSULTANT agrees, for a period of five (5) years from the date of disclosure of information identified as proprietary or confidential by CH2M HILL, that the SUBCONSULTANT will treat the information in strictest confidence and will not disclose it to third parties unless the information:

- (a) Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the SUBCONSULTANT.
- (b) Prior to disclosure, was already in the SUBCONSULTANT's possession and not subject to an obligation of confidence imposed in another relationship.
- (c) Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to CH2M HILL with respect to the information.

4.3 Conflict of Interest*

- (a) The SUBCONSULTANT warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual personal or organizational conflict of interest by SUBCONSULTANT, SUBCONSULTANT's employees, sub-subconsultant, or contingent staffing in performing work under the Purchase Order. A Conflict of Interest means that because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice in the performance of the work, or the person's objectivity in performing the work is or might be otherwise impaired.
- (b) Prior to commencing any work, the SUBCONSULTANT agrees to notify CH2M HILL immediately if, to the best of its knowledge and belief, a potential or actual conflict of interest exists.
- (c) The SUBCONSULTANT agrees that if a potential or actual organizational and or personal conflict of interest is identified during performance, the SUBCONSULTANT will immediately make a full disclosure in writing to CH2M HILL. This disclosure shall include a description of actions which the SUBCONSULTANT has taken or proposes to take, after consultation with CH2M HILL, to avoid or neutralize the actual or potential conflict of interest. The SUBCONSULTANT shall continue performance until notified by CH2M HILL of any contrary action to be taken.
- (d) In accordance with other provisions within this Purchase Order, CH2M HILL may terminate this Purchase Order, in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest.

4.4 Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this SUBCONTRACT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire SUBCONTRACT are binding on the heirs, successors, and assigns of the parties hereto.

4.5 Waivers

No waiver by either party of any default by the other party in the performance of any provision of this SUBCONTRACT will operate or be construed as a waiver of any future default, whether like or different in character.

4.6 Force Majeure

Neither party to this SUBCONTRACT will be liable to the other party for delays in performing the Statement of Work, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. CH2M HILL will adjust the schedule and compensation under this SUBCONTRACT to the extent that CH2M HILL's schedule and compensation are equitably adjusted by CLIENT.

4.7 Authorization to Proceed

Execution of this SUBCONTRACT by CH2M HILL will be authorization for SUBCONSULTANT to proceed with the Statement of Work, unless otherwise provided for in this SUBCONTRACT.

4.8 No Third Party Beneficiaries

This SUBCONTRACT gives no rights or benefits to anyone other than SUBCONSULTANT and CH2M HILL and has no third-party beneficiaries.

4.9 Jurisdiction

The law of the state governing the CONTRACT between CH2M HILL and CLIENT shall govern the validity of this SUBCONTRACT, its interpretation and performance, and any other claims related to it.

4.10 Severability and Survival

If any of the Provisions contained in this SUBCONTRACT are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired. Limitations of liability, indemnities, and other express representations shall survive termination of this SUBCONTRACT for any cause.

4.11 Termination

Termination for Convenience

All or part of this SUBCONTRACT may be terminated by CH2M HILL for its convenience. In such event, SUBCONSULTANT will be entitled to compensation for Services competently performed up to the date of termination and reasonable termination expenses as determined at the discretion of CH2M HILL. SUBCONSULTANT will not be entitled to compensation or profit on Services not performed.

Termination for Default

CH2M HILL may, by written notice, terminate the whole or any part of the SUBCONTRACT for default in the event that SUBCONSULTANT fails to perform any of the provisions of this SUBCONTRACT, or fails to make progress as to endanger performance of the SUBCONTRACT in accordance with its terms, or, in the opinion of CH2M HILL, becomes financially or legally incapable of completing the Services and does not correct such to CH2M HILL's reasonable satisfaction within a period of 7 working days after receipt of notice from CH2M HILL specifying such failure. If, after notice of termination, it is determined for any reason that SUBCONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE. In the event of termination for default, SUBCONSULTANT will not be entitled to termination expenses.

The rights and remedies of CH2M HILL provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this SUBCONTRACT.

Regardless of the cause of termination, the SUBCONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, technical data, computations, and designs.

4.12 Delays and Extension of Time

If SUBCONSULTANT is delayed in the progress of the Statement of Work for any reason, SUBCONSULTANT will, within 48 hours of the start of the occurrence, give written notice to CH2M HILL of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of delay has been remedied, SUBCONSULTANT will give written notice to CH2M HILL of any actual time extension requested.

Within 15 days after SUBCONSULTANT submits to CH2M HILL a written request for an extension of time, CH2M HILL will present its written opinion as to whether an extension of time is justified, and, if so, a decision as to the number of days for time extension.

No extension of time will be considered for weather conditions normal to the area in which the Statement of Work is being performed. Unusual weather conditions, if determined by CH2M HILL to be of a severity that would stop all progress, may be considered as cause for an extension of completion time.

Delays in delivery of equipment or material purchased by SUBCONSULTANT or its subcontractors will not be considered as a just cause for delay. SUBCONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

4.13 Ownership of Work Products and Intellectual Property

All of the work products of the SUBCONSULTANT in executing this PROJECT (including all the rights related to such work products) shall be the sole property of CH2M HILL, subject to the rights of the CLIENT, as the case may be. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights developed during the course of, or as a result of, the PROJECT shall be the sole property of CH2M HILL, subject to the rights of the CLIENT, as the case may be. Moral rights are expressly waived by SUBCONSULTANT. SUBCONSULTANT agrees that if the SUBCONSULTANT's Services under this SUBCONTRACT involves development of copyrightable items, then each such item is deemed to be a "work for hire" under United States Copyright Law so that all ownership interests, including copyrights and all other rights, are solely owned by CH2M HILL, subject to the rights of the CLIENT, as the case may be. SUBCONSULTANT additionally transfers and assigns to CH2M HILL all of the SUBCONSULTANT's copyright interests (if any) in all the items to be developed by SUBCONSULTANT for CH2M HILL. SUBCONSULTANT further agrees to execute any additional documents which CH2M HILL may require to transfer the copyrights or other intellectual property to CH2M HILL.

Usage of Property, Data and Other Items Furnished under U.S. Federal Contracts

This Article shall apply if this SUBCONTRACT is issued under a U.S. Federal contract.

Notwithstanding any other Article of this SUBCONTRACT, upon prior written notice to BUYER and to the extent that such use will not interfere with SUBCONSULTANT's performance of Services under this SUBCONTRACT, SUBCONSULTANT with the Government's authorization may use any furnished property, data or other items which the Government owns for which it has the right to authorize use on other Government contracts or subcontracts.

4.14 Human Trafficking*

This Article 4.15.1 shall apply if the SUBCONSULTANT is organized under the laws of the United States of America. The parties agree to comply with the applicable provisions of National Security Presidential Directive/NSPD-22, the applicable provisions of 22 U.S.C. 7104, as amended by the Trafficking Victims Protection

Reauthorization Act of 2003 (Pub. L. 108-193) and the Trafficking Victims Protection Reauthorization Act of 2005 (Public Law 109-164), and all applicable implementing regulations with regard to the U.S. Government's "zero tolerance" policy against human trafficking.

This Article 4.15.2 shall apply if the SUBCONSULTANT is not organized under the laws of the United States of America. SUBCONSULTANT agrees to strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons, including the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

SUBCONSULTANT further agrees that this Article shall be flowed down to all of its Lower Tier Subcontractors at any tier. Any violation of this Article shall be considered cause for termination for default.

Attachment E
Other Provisions

Attachment F
Subcontract Release Form

Subcontractor Release Form

STATE OF _____

COUNTY OF _____

a corporation of the State of _____, whose address is _____ (hereinafter called "Subcontractor"), in consideration of the receipt of the sum¹\$_____, and other good and valuable considerations, does hereby release and forever discharge _____ (hereafter called "Owner"), and CH2M HILL, Inc. (hereinafter called "Contractor"), their successors, affiliates and assigns, of and from any and all actions, causes of actions, debts, dues, accounts, covenants, agreements, judgments, claims and demands of whatsoever nature or character, in contract, tort or otherwise, which said Subcontractor now has or ever has had against either of them, their successors, and assigns, including, but not limited to, any actions, causes of actions, debts, dues, accounts, covenants, agreements, judgments, claims and demands which shall or may arise out of, or be incidental to, payment for Work undertaken or done and/or pursuant to that certain contract entered into by and between Contractor and Subcontractor as of the ____ day of _____, 20____, as amended and supplemented, for services performed under Subcontract No. _____.

Subcontractor certifies that its final billing represents completely and accurately all expected adjustments to account for Owner and/or Contractor post audit adjustments that the Owner and/or Contractor may reasonably be entitled to for actual costs incurred under cost reimbursable terms.

Subcontractor hereby represents and warrants all bills for labor, materials, lands, licenses, and other expenses for which Owner, and/or Contractor might be sued or for which a lien might be filed, have been fully satisfied and paid, and upon receipt of the final payment under said Subcontract, and in consideration thereof, pursuant to and in accordance with the provisions of said Subcontract, Subcontractor hereby covenants and agrees, for himself, his successors and assigns, that he and they, and each of them, shall and will defend and save harmless Owner and Contractor, from and against any and all suits, actions, claims, liens, or demands of laborers, mechanics, materialmen or others relating to payment for Work undertaken or done under and/or pursuant to said Subcontract.

IN WITNESS WHEREOF, Subcontractor has caused these presents to be duly executed this _____ day of _____, 20_____.

By _____ ATTEST²

Title

Secretary

- ¹ Insert the total amount payable (amount paid to date plus any outstanding invoices).
- ² Attest by the Secretary is required for corporate Subcontractor only. It is not required for Subcontractors organized as individuals or partnerships.

Attachment G
Sample Invoice

Attachment H
Health & Safety Plan