

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ARUP ADVISORY, INC.**, a Delaware corporation, whose address is 77 Water Street, 5th Floor, New York, New York 10005 (the “Consultant” and, together with the City, the “Parties”).

RECITALS

A. The City and Consultant entered into an Agreement dated October 27, 2016 (the “Agreement”) for Consultant to undertake and perform certain consulting services as set forth in the Agreement.

B. The City and Consultant wish to amend the Agreement to increase the maximum compensation to pay Consultant for the work described in Work Request 2, which is attached hereto as Exhibit A.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Subparagraph c of Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**” is hereby amended to read as follows:

“**c. Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed NINE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$955,000.00) (the “Maximum” Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in the Work Requests described above. Any services performed beyond those in the Work Requests are performed at Consultant’s risk and without authorization under the Agreement.

The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

2. Section 22 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT**,” is hereby amended to read as follows:

“**NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual

orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.”

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

4. Except as amended in this Amendatory Agreement, the Agreement is affirmed, and ratified in each and every particular.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: FINAN-201630753-01

Contractor Name: ARUP ADVISORY INC



By: _____

Name: Ignacio Barandiaran
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

Work Request #2

TASK ORDER
City and County of Denver

Original draft submitted: March 6, 2017

Revised draft submitted: April 27, 2017

Contract #:

Arup and its subconsultant Linhart PR are pleased to submit this **Task Order #2**, which has been prepared for provision of continued strategic advisory services for the City and County of Denver (“City”) for the Municipal Public Private Partnership (MPPP) Program.

Task No.	Task	Description	Assumptions	Fee (US\$)
Step 1 – Internal Review/ Revisions to Program				\$86,580
1A	Workshop #3	Workshop to collect City staff comments and revisions on the Draft Policy and Program, to set expectations on review process, program finalization. Includes a communications segment.	Presentation preparation based on initial feedback already received. Assumes City comes to the three hour workshop with some comments / changes prepared Includes a 60-minute segment on communications	
1B	Deep Dive Meetings	Collect detailed City staff comments and revisions on the Draft Policy and Program – department specific. Allows for staff to ask detailed questions on all the Policy and Program documents.	Assumes four departments, three meetings per department over the phone (CAO, DoF, PW, Mayor’s office), one hour each. Two 2-hour joint meetings in person or over phone (CAO, DoF, and Mayor’s office)	
1C	Update policy and program	Update Policy and Program documents based on feedback. Includes revision for high quality public facing output.	Assumes two rounds of edits based on feedback from Workshops #3 and deep dive meetings. Emily and Lupe to consolidate	

Task No.	Task	Description	Assumptions	Fee (US\$)
			departmental comments to date. 2 nd round of edits assumes Emily / Lupe control all comments.	
➤	<i>Deliverables</i>	1. Workshop slides 2. Submit Final Draft Policy and Program documents.	Submit final draft	
CITY BEGINS DRAFTING POLICY (E.G. EXECUTIVE ORDER)				
Step 2: Communications Plan Update				\$75,800
2A	Refine communications plan (draft submitted in Dec. 2016)	Updates to plan based on City feedback and direction	Allows for one round of updates. Includes one 60-minute meeting to review and discuss feedback	
2B	Refine current communications materials (drafts submitted in Dec. 2016)	Updates to materials that have been drafted (key messaging, stakeholder matrixes, timeline, media tracker, stakeholder scorecard), based on City feedback and direction	Assumes one round of updates. Includes one 90-minute meetings to review and discuss feedback	
2C	Draft additional communications materials	Draft additional materials needed per the communications plan. Likely including: <ul style="list-style-type: none"> • Responses for Q&A (including DIA-specific questions) • External stakeholder meeting invites/overview email for program share-out • External program launch email to share finalized program • Individualized talking points for external stakeholder share-out meetings (as needed) • Conference/industry/city event talking points (e.g. State of the City) 	Allows for no more than two rounds of updates. Includes two 60-minute meetings to discuss materials and feedback.	
2D	Draft media strategy and materials	Draft media strategy and materials. Likely including: <ul style="list-style-type: none"> • Media strategy and timeline 	Assumes one round of updates. Includes two 60-minute meetings to	

Task No.	Task	Description	Assumptions	Fee (US\$)
		<ul style="list-style-type: none"> Media list (including research to identify target outlets/reporters) New release Pitch emails Interview talking points 	discuss materials and feedback.	
➤	<i>Deliverables</i>	3. Updated communications plan 4. Updated Program communications materials (listed above) 5. New Program communications materials (listed above)	Limited to <u>Program</u> only; <u>project</u> plans and materials are out of scope).	
Step 3: Unsolicited Proposal Input (Parallel to Steps 1 and 2)				\$26,850
3A	Support Integration into P3 Program	Working with City staff to develop an Unsolicited Proposal policy that meets the needs of the Program and the other City needs.	Four 60-minute meetings / phone calls plus time to review and comment on City policy documents.	
3B	Develop communications strategy	Working with City staff, develop a communications strategy (including a media relations strategy) for managing public information and stakeholder engagement aspects of unsolicited proposals. Strategy will address when or whether the receipt of an unsolicited proposal should be disclosed, by whom, to whom, how disclosure should be made and what internal stakeholders may need to be informed first and in what order, prior to public disclosure		
3C	Develop communications materials	Draft stakeholder communications materials to be used in responding to unsolicited proposals. Likely including: <ul style="list-style-type: none"> Internal stakeholder email template Media holding statement template Q&A 		
➤	Deliverables	6. Comments on City USP policy document 7. Communications strategy		

Task No.	Task	Description	Assumptions	Fee (US\$)
		8. Stakeholder communications materials (listed above)		
Step 4: Internal City Launch				\$75,800
4A	Draft Program Overview Presentation	Prepare, discuss, and revise presentation with Mayor's office and DoF, make revisions.	Assumes two one-hour calls with City representatives for feedback and revisions.	
4B	Review of authorizing policy	Involves the review of the City's authorizing policy to ensure it is in line with the Program	Assumes two rounds of review and two one-hour calls.	
4C	Hold Senior Staff & Project Advocates Meeting	In person meeting with project advocates and senior staff (e.g. Mayor's CPO and CoSs, CA, CFO, Comms. Director, Leg. Director, [PW manager]) to finalize workshop content for Department heads and review communications materials	Assumes a one-hour in person presentation.	
4D	Revised Presentation	Revision of the presentation based on the internal City launch activities in advance of sharing it with the Mayor.	Assume minor edits from Senior Staff meeting	
4E	Participate in Mayoral briefing	High-level overview of Program, communications plan and timeline with Mayor Hancock	Assumes mayor's Chief Project Officer will lead the meeting, supported by Arup. Assumes the City will handle meeting logistics Allows for a one- hour meeting.	
4F	Workshop #4	Final program presentation to Department heads and department key staff, including roles, responsibilities, procedures, communications plan, and timeline	Assumes the City will handle meeting logistics Assumes a two-hour in person presentation.	
4G	Pre-launch project advocates and senior staff briefing	High-level overview of Program, communications plan, including stakeholder engagement strategy, and timeline with project advocates, PIOs and other key staff	Assumes that one or more internal advocates will lead the meeting, supported by	

Task No.	Task	Description	Assumptions	Fee (US\$)
			both Arup and Linhart PR. Assumes the City will handle meeting logistics Allows for one 60-min meeting.	
4H	Final Program document revisions	Make final edits to the Program documents.	Assumes City consolidates comments and sends to Arup for inclusion.	
➤	Deliverables	9. Workshop #4 Program Presentation 10. Final Program Documents		
Step 5: Advisory Committee Assistance (Optional and concurrent to Steps 2 or 3)				\$30,860
5A	Advise on Committee role, process and members	Provide counsel on the role of the advisory committee, the process and who should be included	Includes two 90-minute meetings. Assumes the City will take the lead on logistics and Committee oversight/management and communication.	
5B	Draft Advisory Committee materials	Draft relevant Advisory Committee materials. Likely including: <ul style="list-style-type: none"> Talking points Q&A Overview email/committee invite 	Allows for no more than two rounds of updates. Includes one 90-minute meeting to discuss materials.	
5C	Advisory Committee meetings	Attendance, presentation and meeting minutes	Includes two 90-minute meetings	
➤	<i>Deliverables</i>	11. Advisory committee materials (listed above) and drafting of a formal endorsement.		
<i>CITY FINALIZES POLICY (E.G. EXECUTIVE ORDER)</i>				
Step 6 – Council Engagement and Pre-External Launch				\$52,980
6A	Support for City Council process	Provide messaging development and training for Council-related communications activities. Includes	Assumes the City will handle all logistics and lead all briefings/meetings.	

Task No.	Task	Description	Assumptions	Fee (US\$)
		participation in mock Q&A/messaging sessions.	Assumes LPR will lead, with senior Arup staff attending briefings to answer Program-related questions. Allows for two one-hour meetings.	
6B	Council Presentation (in Committee)	Make revisions to Workshop #4 presentation (as needed) for City Council communications	Assumes preparatory one-on-ones are handled by City staff. Assumes minor edits to presentation in preparation Assumes 3 Arup travel (OF, AML, TS) for presentation Assumes 2 LPR staff to attend presentation	
6C	Support for pre-launch external stakeholder outreach (per the stakeholder timeline)	Provide messaging development and training as needed. Participate in post-briefing recap calls to keep stakeholder scorecard updated.	Assumes the City will handle all logistics and lead all briefings.	
➤	<i>Deliverables</i>	12. Completed stakeholder scorecard		
Step 7: Preliminary Media Outreach (Coordinated with Step 5)				\$20,050
7A	Conduct media outreach	Conduct outreach per the media strategy, including distributing news release Coordinate interviews Prep spokespeople for interviews Monitor for coverage and add to media coverage tracker	Assumes targeted outreach (3-5 local outlets, 3-5 national outlets, 3-5 trade outlets) Arup will sit in on interviews to answer Program-related questions	
➤	<i>Deliverables</i>	13. Completed coverage tracker		
Step 8: External Program Launch				\$32,100

Task No.	Task	Description	Assumptions	Fee (US\$)
8A	Support for stakeholder outreach	Counsel City on strategy and process for communicating with stakeholders about the launch or “unveiling” of Program	Assumes the City will handle all outreach and logistics	
8B	Develop direct-to-public facing materials	Work with relevant City resources to develop and disseminate direct-to-public materials. Likely including: <ul style="list-style-type: none"> • Social media content • Program description for website (where Program will be housed) • Public-facing Q&A Recommendation for where and how to house Program on City website	Allows for no more than two rounds of edits. Assumes one 90-minute meeting to discuss materials and feedback. Assumes the City will handle all social media and website design and management. Assumes the City will cover any budget related to promoting social content.	
➤	Deliverables	14. Draft program launch communications materials (listed above)		
SUBTOTAL				\$365,200
Subconsultant Mark up (5%)				\$7,600
Project Management (includes contract management and weekly standing meetings with Mayor’s Office and DoF)				\$39,200
TOTAL PHASE 2 FEE				\$412,000
Expenses				\$25,000
Contingency (10%)				\$41,200
TOTAL PHASE 2 COST				\$478,200