

ON CALL PROGRAM MANAGEMENT SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER
and
RIDER LEVETT BUCKNALL LTD., a Hawaii corporation

Contract No. 201950568

THIS AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **RIDER LEVETT BUCKNALL LTD.**, a Hawaii corporation (the "Consultant"), whose address is 1675 Larimer Street, Suite 470, Denver, CO 80202.

RECITALS

1. The City wishes to secure professional program management, project management, and related services ("Program Management") to support the Colorado Convention Center Expansion Program (the "Program") on an "as needed" basis; and

2. The Consultant represents that it has the present capacity, experience and qualifications to perform professional Program Management and related services for the City; and

3. In response to the City's Request for Qualifications, the Consultant submitted a proposal for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, copies of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**;

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

SECTION 1 – ENGAGEMENT

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

1.02 Line of Authority for Contract Administration. The City's Executive Director of Public Works ("Manager") is the City's representative who is responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager's authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Project Manager, who reports to the City Engineer shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Manager's approval.

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

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

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional Program Management services as assigned by written Task Order, on an as-needed basis, in accordance with the terms and conditions of this Agreement. The City may provide project management, financial analysis or other services for projects in the Program, but desires management oversight of the overall Program and access to project management services on an as needed basis.

2.02 Anticipated Projects and Tasks. The City anticipates that the Program will include the Colorado Convention Center expansion project as well as other projects yet to be identified. Projects may be added or removed at the written direction of the Project Manager.

2.03 Professional Responsibility; Task Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a similar nature to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services or deliverables provided under this Agreement shall be adequate and sufficient for their intended purpose.
- (d) The Consultant shall prepare all documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (e) The reports, studies and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Manager and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all skills applicable to the assigned task.
- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any employee, agent, consultant or subconsultant of the City.
- (g) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.
- (h) The consultant shall only take direction from authorized City employees. On a day-to-day basis, this will be the Project Manager. Consultant shall not direct that any changes be made to the plans or specifications without the written approval of the Project Manager.

- (i) Consultant will notify the Project Manager by email within 48 hours, or as soon as practicable thereafter, of all communications (in-person meetings, telephone calls, emails, texts or written communication, etc.) regarding the Project including all communications with partner entities (Visit Denver, SMG, Downtown Denver Partnership, Mayor's Office etc.) or members of the Design-Build team including, but not limited to, the architect, contractor or subcontractors.

2.04 Program and Budget.

- (a) Each task proposal will include a maximum fee. The Consultant agrees to complete the task within the limits of the approved Task Order. Should all task work exceed such cost, the Consultant agrees to complete the task at no additional cost to City and, in a manner acceptable to the City.

2.05 Coordination and Cooperation.

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through for each assigned task. Coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or other coordination as directed. If requested, the Consultant shall document conferences and distribute notes to the City.

2.06 Personnel Assignments.

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

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

2.07 Basic Services.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced personnel to support the Program. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned.
- (b) When directed by the Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) The maximum fee for the Consultant's proposed services.
 - (2) Itemized fee breakdown.

- (3) The additional services budget, if any, for the task.
 - (4) Any reimbursable expenses approved pursuant to paragraph 3.02.
 - (5) A detailed description of the task and scope of work (the “Work”).
 - (6) A list of deliverables for the task.
 - (7) An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Manager of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
 - (d) The assigned task shall be performed in conformance with the approved Task Order. The terms of this Agreement cannot be altered by Task Order.
 - (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
 - (f) The Consultant shall obtain written authorization from the City in the form of a Notice to Proceed before proceeding with each assigned task.
 - (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.
 - (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the Task Order for the task, and included in the Consultant's basic services responsibilities for the task.
 - (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

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

3.04 Invoices. The Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendment executed in the same manner as this Agreement. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered.

3.05 Maximum Contract Amount.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **EIGHT MILLION DOLLARS AND NO CENTS (\$8,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the

amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

- 4.01 Term. The term of this Agreement shall commence on July 15, 2019 and expire on July 14, 2022, unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager.
- 4.02 Termination.
- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.
 - (b) The Manager may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
 - (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to the City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
 - (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
 - (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the task is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
 - (f) All documents relating to the work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
 - (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS

- 5.01 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The

Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **20%**.

- (a) Under § 28-72 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Consultant acknowledges that:
- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.
 - (4) Failure to comply with these provisions may subject the Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 6 – GENERAL PROVISIONS

6.01 City's Responsibilities.

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

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

6.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

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

6.04 Consultant's Records / Examination of Records. Records of the Consultant's direct personnel, Consultant's sub consultants and records of reimbursable expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized

representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

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

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

6.07 Insurance.

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that

the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- (c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability - if required, Consultant's insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) Commercial General Liability. Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) Additional Provisions.

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (ii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6.08 Indemnification.

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

6.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per

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

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

Exhibit A	Consultant's Scope of Work
Exhibit B	Consultant's Rates & Reimbursable Expenses
Exhibit C	Consultant's Key Personnel
Exhibit D	ACORD Insurance Certificate

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Sections 1 through 5
Exhibit D
Exhibit C
Exhibit B
Exhibit A

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

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

6.13 Conflict of Interest.

- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable Task Order or the Agreement.
- (b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or

work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

- (d) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.

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

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

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

6.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Consultant's Information. The Consultant understands that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or

confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-

day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

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

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

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

to the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

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

to the Consultant: Rider Levett Bucknall Ltd.
1675 Larimer Street, Suite 470
Denver, CO 80202

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

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

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

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

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Contract Control Number:
Contractor Name:

PWADM-201950568-00
Rider Levett Bucknall Ltd.

By: P. D. Knowles

Name: PETER D. KNOWLES
(please print)

Title: EXECUTIVE VICE PRESIDENT.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A – CONSULTANT’S SCOPE OF WORK**ASSUMPTIONS:**

- (a) July 2019 Notice to Proceed
- (b) Contracts for all consultants, contractors and vendors will be held by the City.
- (c) Contract type to be Not-to-Exceed value with monthly invoicing with hourly back-up, submitted electronically to adam.phipps@denvergov.org.
- (d) Coordination with internal and external project stakeholders will be required and shall be initiated and led by the City Project Manager only.
- (e) Estimated Schedule assumes Design Document Verification through Construction Documents, July 2019 through Mid-2020. Design-Build Team (“D-B Team”) Procurement, Design and Pre-Construction, GMP and Construction through Closeout Mid-2019 through Q4 2023.

PROJECT DESCRIPTION:

The Colorado Convention Center Expansion Project includes an addition/renovation the Colorado Convention Center with features that focus on the quality and character of facility and experience, connectivity, flexible and unique spaces, and technology, all of which will help keep the Colorado Convention Center vibrant and attractive for years to come.

The Program includes design and construction and administration services for the vertical expansion of multi-purpose meeting and associated support space (roof top), renovation of existing lobby space, new vertical conveyances, and other required code & life safety upgrades. Scope of the project includes verification of programming and schematic design verification, design development, construction documents and construction through project completion. The Project scope for this On-Call Contract is focused on Opportunity 1 - Rooftop Expansion with Lobby and Wayfinding Improvements only.

SCOPE OF SERVICES:**1. Program Management**

Provide a *Program Manager* who will be responsible for the overall management of the scope of work performed by the Consultant and its sub-consultants, and successful development and implementation of Program Management and Program Controls as required by Public Works. Anticipated tasks may include but shall not be limited to:

- 1.1. Program and project organizational structure;
- 1.2. Program and project team responsibilities and reporting relationships;
- 1.3. Program management control of scope, schedule, cost, issue resolution and documentation;
- 1.4. Communications coordination;
- 1.5. Business equity and inclusion participation, coordination and oversight;
- 1.6. Risk management;
- 1.7. Procurement procedures for services and construction;
- 1.8. Design process management;
- 1.9. Construction management (as advisor);

- 1.10. Monitoring and oversight of the D-B Team's efforts to achieve the City's business equity and inclusion goals through the City's Workforce Development or other programs;
- 1.11. Perform Quality Assurance/Quality Control (QA/QC) tasks as authorized;
- 1.12. Monitor D-B Team's compliance with safety and security requirements and certifications;
- 1.13. Planning for operations testing, commissioning and start-up;
- 1.14. Assist City with right-of-way/Land acquisition efforts;
- 1.15. Monitor and oversee consultant contracts for environmental assessment and mitigation;
- 1.16. Provide assistance in negotiating and drafting inter-agency agreements; Monitor and oversee consultant contracts to facilitate LEED Certification; and
- 1.17. Other duties as identified

2. Management Policies and Procedures

Anticipated tasks may include but are not limited to assuring that design and construction complies with all requirements and commitments established during the planning and environmental assessment phase, as well as requirements of any other entities whose funds could be used to deliver the Program. Provide assistance in continued implementation of the following aspects of the Program and its component projects:

- 2.1. Prepare a concise Project Management Plan ("PMP"), in collaboration with the City, the D-B Team and stakeholders as designated by the City. The PMP will be structured at an executive summary level of detail, and will be developed to document key Project information, policies and procedures, in order to streamline implementation of the project.
- 2.2. Prepare a Responsibility Matrix / Differentiation Document, highlighting the major roles and responsibilities of the various project team members and identifying which member is responsible for specifying, designing, procuring, furnishing, coordinating, installing and commissioning all Project elements.
- 2.3. Updating of project work plans;
- 2.4. Collaborate with the D-B Team to oversee completion of the design, its integration and interface between members of the design team;
- 2.5. Program coordination and reviews by stakeholders with City Project Manager oversight;
- 2.6. Change control processes and policies;
- 2.7. Cost estimating guidelines and policies;
- 2.8. Program schedule development and updating requirements;
- 2.9. Document control procedures and policies;
- 2.10. Pre-bid contract document checklists;
- 2.11. Safety and Security certification program;
- 2.12. Risk and Vulnerability Assessment;
- 2.13. As required, update policies and procedures to fulfill the requirements of the PMP and assist Public Works staff in their implementation;
- 2.14. Other duties as identified.

3. Program Implementation and Support Activities

Provide Program support activities outlined below and as required by Public Works.

- 3.1. Review Program implementation plans and schedules, project phasing, and contract packaging proposals prepared by the D-B Team. Provide recommendations for optimization of program delivery as necessary.
- 3.2. Provide assistance in coordinating design teams responsible for the various project and contract package, including any Design-Build contracts, to ensure consistency in design and conformance to current design criteria.
- 3.3. Assist Public Works in coordination with regulatory agencies and other stakeholders that have an interest or are participants in the Program and facilitate resolution of issues related to design, construction and operations.

- 3.4. Establish a systematic risk management process for the Program and its component projects. Develop a framework by which these risks will be identified and assessed. Develop and implement response and control strategies to manage these risks.
- 3.5. Provide assistance to Public Works staff in managing and conducting Peer Review, Value Engineering, Constructability Review and other technical reviews as required.
- 3.6. Prepare procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by Public Works to support procurement activities related to program implementation.
- 3.7. Provide contract compliance and administration as requested by Public Works, including maintaining contract records, performing invoice reviews, preparing independent cost estimates, and ensuring compliance with U.S. Department of Transportation and Public Works requirements, and Public Works procurement and contracting policies and procedures.
- 3.8. As requested by Public Works, work with the City and County of Denver's City Attorney's Office to facilitate resolution of requests for additional compensation and/or time related to the performance of design and/or construction work.
- 3.9. Provide utility coordination oversight to ensure project teams are successful in making all arrangements for timely and cost-effective relocations of existing facilities.
- 3.10. Provide oversight and management of processes related to Authorities Having Jurisdiction, including but not limited to obtaining local, regional, state and federal permits required to complete the component projects, and ensure these requirements are met in a timely and efficient manner.
- 3.11. Update and maintain Construction Management Procedures, which cover construction, testing, commissioning and start-up phases of the Program.
- 3.12. Assist Public Works in project and Program close-out activities and documentation as requested.
- 3.13. Other duties as identified.

4. Project Management

- 4.1. Provide a *Project Manager* for the Program who will be responsible for managing the project scope, schedule and budgets during the design and construction phases as well as ensuring that all other aspects of the project, including environmental, real estate, utilities, permits and the parameters of the adopted schedule and budget.
- 4.2. Provide management for any Design-Build component(s) of the Program, including management of cost, schedule, quality, scope and integration with other project and contract packages.
- 4.3. Develop and publish Monthly Reports, providing a high-level summary of the project status, critical activities and action items for follow up. Monthly reports shall include an executive summary providing a concise overview of cost, schedule, scope, risk and quality issues. Various reports and documents providing additional detail shall be included as attachments, as reasonably requested by the City.
- 4.4. Organize and lead bi-monthly Management Team Meetings with lead representatives of the Project Team to discuss the overall progress of the Project. Prepare Management Team Meeting Agendas and Minutes identifying follow-up action items and responsible parties and distribute to meeting participants.

5. Program Controls

- 5.1. Provide a *Program Controls Manager* to update, implement and manage Program and project controls.
- 5.2. Update the work breakdown structure (WBS) used in managing cost, schedule, scope and resources for the Program as requested by Public Works.
- 5.3. Schedule Management:
 - 5.3.1. Update the Program master schedule regularly, but no less than monthly, to include current information regarding design and construction progress.

- 5.3.2. Develop and update project and contract package schedules based on input from various project team members, including designers and contractors. Provide current information regarding critical and near-critical activities, milestones, progress and outstanding issues affecting the schedule.
- 5.3.3. Review and analyze overall program progress during the design and construction phases. Review and analyze design and construction schedules for compliance with contractual and Program requirements. Identify areas of concern and provide input on corrective action plans as necessary.
- 5.4. Cost Management:
 - 5.4.1. Provide technical support in maintaining Program cost accounting. Develop, maintain and analyze budgets, track actual costs, analyze variances and forecast total Program costs.
 - 5.4.2. Collect and analyze project and Program cost information, including encumbrances, commitments, actual expenditures and develop earned value, trends, forecasts and variance information.
 - 5.4.3. Analyze, prepare and maintain current and projected cash flow requirements for the Program.
 - 5.4.4. Identify and analyze funding opportunities. As requested, assist in preparing grant application and other funding proposals, in tracking expenditures, and fulfilling monitoring and reporting requirements.
 - 5.4.5. Review and evaluate various cost estimates related to construction, operations and maintenance of the Program to ensure that they conform to established guidelines and accurately reflect all project-related costs.
 - 5.4.6. Prepare independent cost estimates prior to advertising for bids as requested by City Project Manager.
 - 5.4.7. Prepare engineer's estimates from design cost estimates and analyze bid results for construction contracts.
 - 5.4.8. Develop independent cost estimates as requested by City Project Manager for construction contract change orders to be used as the basis for negotiation.
 - 5.4.9. Collaborate with D-B Team to reconcile cost estimates and identify variances in quantities and unit prices;
 - 5.4.10. Develop and maintain a contingency management and tracking system.
- 5.5. Prepare monthly project and contract status reports outlining the progress, cost, schedule, status of QA/QC process, issue resolution and other aspects of the project or contract.
- 5.6. Advise City Project Manager on any necessary corrective actions relative to these aspects of the project.
- 5.7. Prepare monthly reports of Program status for stakeholders, and assist City and County of Denver's financial staff and financial consultant in preparing regular periodic reports requested or required by funders.

6. Design Management

- 6.1. Ensure that the various design consultants consistently follow established procedures, use current design criteria and coordinate interface points between the various deliverables or contract packages. Ensure close communication of any changes to project design criteria or details so that changes approved for the project or Program are implemented consistently for all contract packages.
- 6.2. Maintain a design decision tracking system to assure timely decision-making. Perform comprehensive decision analyses as requested by Public Works. Facilitate and document major design decision processes.
- 6.3. Provide oversight of each design team member's construction administration responsibilities during construction to ensure that all approved changes are communicated to all impacted parties and are implemented consistently throughout Program, ensuring that all submittals and requests for information are handled in a timely manner.

- 6.4. Organize independent reviews of design submittal packages to ensure that design intent is properly implemented, project scope is accurately represented in various contracts and QA/QC plans are effective.
- 6.5. Conduct a comprehensive review the Basis of Design and associated facility program and the Schematic Design package, and provide summary of findings and recommendations in a Preliminary Design Review Report.
- 6.6. Coordinate design review processes for the D-B Team's design packages at milestones as requested, including:
 - 6.6.1. Develop and maintain design review logs to collect and track comments received from the PM Team and other stakeholders, as identified by the City
 - 6.6.2. Review design packages to confirm compliance with contract requirements, and identify major changes since prior packages;
 - 6.6.3. Facilitate stakeholder review of design packages and collection of comments
 - 6.6.4. Perform back-checks to review and verify that all comments received in the prior reviews have been sufficiently addressed by the D-B Team; Collaborate with Project Team to address any remaining outstanding issues.
 - 6.6.5. Prepare Design Review Reports including design review logs, and providing a summary of comments received and responses to the comments from the D-B Team.

7. Construction-Management (as Advisor)

- 7.1. Pre-Construction Conference: Collaborate with the D-B Team to develop the agenda, and assist with development of presentations for the Pre-Construction Conference, to be chaired by the D-B Team, for the purpose of conveying the lines of communication and approach to the administration of the Project. Attend and participate in the Pre-Construction Conference and offer suggestions and recommendations to facilitate the delivery of the Project.
- 7.2. Tracking Logs: Monitor tracking logs and offer suggestions and recommendations to facilitate the delivery of the Project. These logs, prepared and updated by the D-B Team, will track Submittals, Request for Information, Architect's Supplemental Instructions, Proposal Requests, Proposed Change Orders, and Change Orders. The D-B Team will provide access to review status of these logs.
- 7.3. Construction Contingency: Review contingency authorization requests, negotiate and recommend final approval. The D-B Team will prepare and submit potential contingency authorization requests, complete with supporting documentation for analysis. Subsequent to review and approval, the D-B Team will prepare and submit the final document for execution.
- 7.4. Potential Change Orders / Change Order Requests: Review and analyze potential change orders and negotiate and recommend final change orders. The D-B Team will prepare and submit potential change orders complete with supporting documentation for analysis. Subsequent to review and approval, the D-B Team will prepare and submit the final change order for execution.
- 7.5. Payment Applications: Review and validate preliminary payment applications and recommend final payment applications prepared for and by the D-B Team. These applications will be consistent with the schedule of values itemized in the Guaranteed Maximum Price.
- 7.6. Field Observations:
 - 7.6.1. Perform field observations of the construction and report any observed conditions inconsistent with the Construction Documents, plans, specifications, and standard practices. Notify D-B Team and City of deficiencies and offer suggestions and recommendations to address issues. Document observations and discussions in Field Observation Reports.
 - 7.6.2. Inspect material stored on-site to verify it is stored properly to prevent damage to the material, and the D-B Team has adequate security measures in place to prevent theft or vandalism.

- 7.6.3. Provide photographs of any critical developments or conditions observed during construction (e.g. flood damage, accidents, substandard work, structural failure), and include photos in Field Observation Reports.
- 7.6.4. Report any observed unsafe practices or site safety conditions which are patently unacceptable and jeopardize the life and health of employees on the site, the public, or adjacent property.
- 7.7. Punch List: Assist the development of the punch list prepared by the D-B Team and Architect and monitor the endeavors to complete the identified remedial work.
- 7.8. Construction Materials Testing:
 - 7.8.1. Coordinate with D-B Team and City to identify Construction Materials Testing requirements and deliverables.
 - 7.8.2. • Collaborate with City to facilitate City's procurement of professional services to perform and certify materials tests.
 - 7.8.3. • Coordinate with D-B Team and City to schedule and arrange access for materials testing activities.
 - 7.8.4. • Collect inspection reports, test data, submittals, summary sheets and other written correspondence on behalf of City. Maintain records on Project site as needed, and provide documentation to City upon Project completion.
 - 7.8.5. • Review payment applications for construction materials testing activities for conformance with contract requirements.
- 7.9. Commissioning: Participate in activities related to commissioning and enhanced commissioning, as directed by the City.
- 7.10. Inspections and Special Inspections:
 - 7.10.1. Coordinate with D-B Team and City to develop a strategy to streamline inspections by City and other agencies.
 - 7.10.2. Coordinate with D-B Team and City to identify an effective approach for City's procurement, management and execution of special inspection services needed for the Project.
- 7.11. Record Documentation: Assure that the D-B Team distributes a complete set of approved shop drawings for the Project and all other records with respect to the Project at the Project completion, including but not limited to, required warranties, operation/maintenance manuals, affidavits, releases, keys, drawings, permits and other contract items.
- 7.12. Owner Training: Assure that the D-B Team schedules training of Owner's maintenance personnel for building systems and equipment as required in the specifications.

8. Quality Assurance/Quality Control (QA/QC) Program Procedures and Oversight

- 8.1. Update and maintain QA/QC program-defining standards for all design and construction activities associated with the Program.
- 8.2. Assist Public Works staff in performing reviews of QA/QC programs, procedures and plans proposed for the project by various design and construction teams to ensure these meet, or exceed minimum Program standards.
- 8.3. Assist Public Works staff in oversight of design and construction activities relative to implementation of the adopted QA/QC program. Identify areas needing improvement, recommend corrective action plans and provide oversight to ensure compliance.
- 8.4. Perform Quality Assurance/Quality Control (QA/QC) checks on D-B Team's deliverables at various stages of design as directed by the City Project Manager;
- 8.5. Perform QA/QC through site visits to field-verify D-B Team's construction progress consistent with City's decisions, and in compliance with approved plans and specifications;
- 8.6. Provide a full-time *QA/QC Manager* who will be responsible for all QA/QC tasks and responsibilities.

9. Document Management, MIS and Administrative Support

- 9.1. Provide administrative support to Public Works including, but not limited to, documentation of meetings, report writing, preparation of presentations, and preparation of correspondence.
- 9.2. Update and maintain a system of document management and control and change control functions to ensure that all program team members have current and accurate information available.
- 9.3. Manage the Program electronic document control database in the identification and retrieval of documents as required.
- 9.4. Provide administrative support to Public Works in responding to Public Records Act requests. Provide data, graphics and other materials as required by Public Works for internal, external and public presentation.
- 9.5. Update and maintain project information using the City's project management, MIS, accounting and contract management software for the Program, ensuring timely and efficient flow of consistent documents and information among various design and construction management teams and Public Works staff; City to provide licenses and training as required for use of all software.
- 9.6. Update procedures for use of City's software, as requested by Public Works.
- 9.7. Manage program/project controls and project management software tools to facilitate collection and management of information related to cost, schedule, scope, issue tracking, document control, contract administration, project status and other related activities.
- 9.8. Assist Public Works in the development, procurement, management and maintenance of Program hardware and software tools as requested by Public Works.

10. Communication Management

- 10.1. Provide a *Program Communications Manager* who will be responsible for developing, managing and implementing the overall Communications Management Plan in coordination with, and *only* with direction from a designated City Public Information Officer (PIO).
- 10.2. Conduct a Situation Analysis to ensure comprehensive understanding of all organizational communication standards, as well as current and potential key stakeholders and communication channels, in order to inform subsequent communication strategies and actions.
- 10.3. With input from the Project Team, the City Project Manager and City PIO, develop a Communications Management Plan, including comprehensive crisis management, digital communication and media outreach strategies.
- 10.4. Establish messaging and develop a variety of outreach collateral materials based on varying key stakeholder goals established in the Communications Management Plan.
- 10.5. Carry out the established Digital Communications Strategy, which may include:
 - 10.5.1. Create and maintain a project website that utilizes web tools and plugins
 - 10.5.2. Designing and distributing a quarterly newsletter
 - 10.5.3. Creating social media content for existing City and partner media channels
- 10.6. Carry out the established Media Outreach Strategy, spreading the City's story and goals through the creation of press releases and supporting media kit materials.
- 10.7. Organize, publicize, and host up to two public meetings to inform attendees, through forum discussion and the distribution of formal project collateral, of project plans, goals and schedules, as well as how to receive project updates.
- 10.8. Coordinate and lead monthly and milestone communications meetings.
- 10.9. Participate in ongoing project and stakeholder meetings while maintaining weekly communication with the public, project team and key stakeholders.
- 10.10. Prepare monthly status reports to ensure transparency throughout Project performance.
- 10.11. Provide ongoing support for the data management system, as needed.

EXHIBIT B – CONSULTANT’S RATES & REIMBURSABLE EXPENSES

Hourly Rates: Rates for each classification / title are summarized below, by calendar year.

Title	Company	2019 Rate	2020 Rate	2021 Rate	2022 Rate	2023 Rate
Program Manager	RLB	\$285	\$294	\$303	\$312	\$321
Program Controls Manager	RLB	\$230	\$237	\$244	\$251	\$259
Project Manager	RLB	\$220	\$227	\$234	\$241	\$248
Asst. Project Manager	RLB	\$175	\$185	\$191	\$197	\$203
Sr Cost Manager	RLB	\$160	\$165	\$170	\$175	\$180
Project Engineer	RLB	\$140	\$144	\$148	\$152	\$157
Project Administrator	RLB	\$65	\$67	\$69	\$71	\$73
Principal-In-Charge	RLB	\$300	\$309	\$318	\$328	\$338
Program Communications Manager	Circuit Media	\$108	\$111	\$114	\$117	\$121
Project Specialist	Circuit Media	\$85	\$88	\$91	\$94	\$97
Technical Writer	Circuit Media	\$65	\$67	\$69	\$71	\$73
Videographer	Circuit Media	\$101	\$104	\$107	\$110	\$113
Photographer	Circuit Media	\$76	\$83	\$85	\$88	\$91
Graphic Designer	Circuit Media	\$93	\$96	\$99	\$102	\$105
Project Manager Support I	Burgess Services	\$127	\$131	\$135	\$139	\$143
Project Manager Support II	Burgess Services	\$111	\$115	\$118	\$122	\$126
Principal / Technical Consultant	Conv. Wisdom	\$375	\$386	\$398	\$410	\$422
Principal / Executive Advisor	Conv. Wisdom	\$400	\$412	\$424	\$437	\$450

Reimbursable Expenses: Unless expressly authorized by the City as part of an approved Task Order, the City will not compensate the Consultant for expenses such as postage, travel, mileage, parking, telephone, copies or messenger service costs incurred in connection with Work performed under this Agreement.

EXHIBIT C – CONSULTANT’S KEY PERSONNEL

The following individuals shall be classified as Key Personnel:

1. Scott Sumners, Program Manager
2. John Armstrong, Program Controls Manager
3. Andy Simpson, Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2019

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

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

PRODUCER Dealey, Renton & Associates 790 E Colorado Blvd #460 Pasadena, CA 91101 License #0020739	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): E-MAIL ADDRESS: certificates@dealeyrenton.com
INSURED Rider Levett Bucknall Ltd. 1675 Larimer Street, Suite 470 Denver, CO 80202 (720) 904-1480	INSURER(S) AFFORDING COVERAGE INSURER A: American Insurance Company INSURER B: American Automobile Ins. Co. INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:
RIDER/LEVE	NAIC # 21857 21849 20443

COVERAGES**CERTIFICATE NUMBER:** 825305438**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	AZC80923735	9/1/2018	9/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	MZA80333945	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	AZC80923735	9/1/2018	9/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	SCW0043861801	9/1/2018	9/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MCH591903707	9/1/2018	9/1/2019	per Claim \$5,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract #201950568, Colorado Convention Center Expansion - On-call Program Management

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City and County of Denver
Public Works
Attn: Debby Gibson
201 West Colfax Avenue
Denver CO 80202

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

AUTHORIZED REPRESENTATIVE

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FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

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

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured,** item b.(2) is deleted, and d. is added as follows:
 - d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

- f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**

However, such person or organization is an **insured**

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
- (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

- 2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

 - a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Workers' Compensation and Employers' Liability Insurance Policy Waiver of Our Right to Recover From Others Endorsement - California WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured Rider Levett Bucknall Ltd.

Policy Number SCW0043861801

Producer Dealey, Renton & Associates

Effective Date 09/01/2018

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

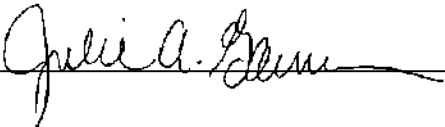
Additional Premium %

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary 

President 