

ON-CALL PROJECT MANAGEMENT AGREEMENT SBE

between

THE CITY AND COUNTY OF DENVER
and
LEADLINE PROJECT MANAGEMENT, LLC

Contract No. 202369767-00

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 **LEADLINE PROJECT MANAGEMENT, LLC** (the "Consultant"), a Colorado limited liability company, whose address is 950 Spruce Street, Suite 1E, Louisville, CO 80027.

RECITALS

1. The City wishes to secure professional project management and related services ("Project Management") to support various City programs on an "as needed" basis; and
2. The Consultant represents that it has the present capacity, experience and qualifications to perform professional Project 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 Project 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 the Department of Transportation & Infrastructure ("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. A City Project Manager, who reports to the City Engineer may 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 Project 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 program, project management, financial analysis or other services for projects, but requires access to additional project management services on an as needed basis.

2.02 Anticipated Projects and Tasks. The City anticipates that the Program will include projects related to program/project management, as well as other projects yet to be identified. Projects may be added or removed at the written direction of the City Engineer.

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, statues, 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 as reflected in the applicable task order.
- (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 Project 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.

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 Consultant 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 Program 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.
- (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 assigned projects. 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. Task Orders shall be in the form attached hereto as **Exhibit E**.
- (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 based on the hours worked and authorized reimbursable expenses 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**. Consultants rates will not be increased during the initial term of this agreement. If the City decides in its sole discretion to extend the term of this agreement by written amendment the Department of Transportation & Infrastructure may increase rates pursuant to written policy. 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. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

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 **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**. 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 when the agreement is fully executed and shall expire three years after that date, 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. The City may in its sole discretion decide to extend this Agreement by written amendment.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the 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 SBE REQUIREMENTS

5.01 SMALL BUSINESS ENTERPRISE REQUIREMENT

a. This Agreement is subject to Article VII of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-201 to 28-236 (the “SBE Ordinance”), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Consultant is a certified Small Business Enterprise (“SBE”) and pursuant to § 28-208, D.R.M.C., the Consultant is required to self-perform a minimum of 30% of the contract work.

b. Under § 28-222, D.R.M.C., the Consultant has an ongoing, affirmative obligation for the duration of this Agreement to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting this Agreement through change order, contract amendment, force account, or other modification under § 28-223, 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 the Consultant’s compliance with the defined selection pool requirements and SBE self-performance requirements.
- (2) Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases under § 28-223, 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 of the change to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Consultant at the time of award of this Agreement, shall be promptly submitted to the DSBO.
- (3) The Consultant shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.
- (4) The Consultant shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Consultant shall not, during the term of this Agreement:
 - (i) Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or
 - (ii) Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.
- (5) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-229 of the SBE Ordinance.
- (6) Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the 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.
- (f) If the City reuses project documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's written approval, Consultant is not responsible for any alleged defects, deficiencies or flaws in the project documents.
- (g) City acknowledges and agrees that in the performance of the Work, Consultant may utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology"). Subject to the terms and conditions of this Agreement, Consultant hereby grants to City a non-exclusive, non-transferable, royalty-free license under Consultant's Intellectual Property Rights to utilize the Pre-Existing Technology for the purpose of the City's Project. City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Technology; (ii) use the Pre-Existing Technology for any other purpose, other than the City Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is

based upon the Pre-Existing Technology; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Technology by itself or as incorporated into software or hardware; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Technology. Any additional use of the Pre-Existing Technology shall require a separate written license 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. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at the City's selection in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

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

6.06 No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

6.07 Insurance.

- (a) General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period.

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 require 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 subconsultant'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, Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) **Workers' Compensation and 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.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

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 obligation to defend and indemnify may be determined after Consultant’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant’s duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

6.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

6.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 6, which precede the signature page, and the following 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
Exhibit E	Task Order

In the event of an irreconcilable conflict between a provision of Sections 1 through 6 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:

- Sections 1 through 6
- Exhibit E
- Exhibit A

Exhibit B
Exhibit C
Exhibit D

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.
- (c) Conflicts of Interest. Consultant acknowledges that as the City's Project Manager it will have access to non-public information that, if disclosed, could give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information that could give an entity an unfair advantage when competing for work. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants who may be interested in performing work on the Project. Consultant will disclose in writing any actual or potential organizational conflicts that may arise as a result of other work Consultant or its sub consultants are performing related to the Project. Consultant is responsible for monitoring its sub consultants compliance with these requirements. These requirements are not intended to, and do not, prevent Consultant from participating in industry forums, working to generate interest in projects or from communicating with entities or individuals who may be interested in working on projects in ways that do not give them an actual or perceived advantage in pursuing Project work.

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 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.

6.20 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.”

6.21 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.

6.22 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.

6.23 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 the Department
of Transportation & Infrastructure
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: Leadline Project Management, LLC
950 Spruce Street, Suite 1E
Louisville, Colorado, 80027

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.

6.24 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.

6.25 **Payment of City Minimum Wage:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C Sections shall result in the penalties and other remedies authorized therein.

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.

6.27 **Delay:** If the Consultant believes it will be unable to meet a deadline for performance set forth in a Task Order or that the work required to complete a task has materially changed due to a non-regulatory action, or failure to act, by the City or entities within the City's control, an Act of God, strike, lockout, accident, or other event beyond the Consultant's control, Consultant shall, within ten days of the event, notify the Project Manager in writing of the event and provide documentation of the event and any impact on Consultant's work. Actions, or failures to act by the City or other governmental entities resulting from, or arising out of, enforcement of Federal, state or local laws and associated regulatory processes are non-compensable regulatory actions. In the event that Consultant has been delayed as a result of a non-regulatory action by the City, the City and Consultant will negotiate an equitable adjustment and execute a written adjustment to the task order. In the event a delay occurs, Consultant will undertake reasonable steps to mitigate the cost and schedule impact of the delay.

6.28 **Changes:** The City may make changes to a Task Orders at any time. If the City wishes to make a change, it will advise Consultant in writing of the changes. Consultant will notify the City in writing within ten (10) days of any impact the changes have on schedule or cost and provide documentation to support any requested adjustment. The City and the Consultant will then negotiate an equitable adjustment to the maximum fee and schedule. If Consultant does not notify the City within ten (10) days, of cost or schedule impacts Consultant waives the right to request additional compensation or time for the requested change.

6.29 **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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Contract Control Number: DOTI-202369767-00
Contractor Name: LEADLINE PROJECT MANAGEMENT LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

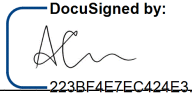
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202369767-00
LEADLINE PROJECT MANAGEMENT LLC

By:  _____
223BE4E7EC424E3

Name: Amanda Cole
(please print)

Title: CEO & Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

Task order scopes of services may include any element of project/program management where the City requires support. For instance, the City could write a single task order to provide Project Manager staff augmentation services to deliver a project from inception through closeout. Additionally, the City could scope-specific task orders throughout the life of a project or program for any number of discrete items such as development of project or program charter and/or project management plan, Project Management support to facilitate value engineering and constructability reviews, presentations development support, cost estimating and scheduling support, support in identifying and obtaining grants and/or other funding for projects, performing gap analyses, and/or project and program management training. Further example task and scope elements that may be issued under the SBE Project/Program Management Services On-Call contract are listed below; the list is not all inclusive.

1. Integration Management
 - a. Develop/update project charter
 - b. Develop/update project management plan
 - c. Direct and manage project work
 - d. Monitor and control project work
 - e. Support integrated change control
 - f. Support close out of project or phase
2. Scope Management
 - a. Plan for scope management
 - b. Collect requirements
 - c. Define the scope/create WBS
 - d. Validate and control scope
3. Schedule Management
 - a. Plan schedule management
 - b. Develop schedule(s)
 - c. Monitor and control schedule
4. Cost Management
 - a. Plan cost management
 - b. Develop cost estimates, including Engineer's Cost Estimates and/or bottom-up production based independent cost estimates
 - c. Prepare cashflow forecasts
 - d. Monitor and control costs
5. Quality Management
 - a. Plan quality management process
 - b. Perform quality assurance
 - c. Monitor and control the quality process
6. Resource Management
 - a. Plan the resource management process
 - b. Estimate resource needs
 - c. Support acquisition of the project team
 - d. Manage the project team
 - e. Monitor and control resources
7. Communication Management
 - a. Planning communication management
 - b. Develop briefing documents and presentations

- c. Manage communications
 - d. Monitor and control communications
- 8. Risk Management
 - a. Plan risk management
 - b. Facilitate risk workshops
 - c. Identify risks
 - d. Perform qualitative risk analysis
 - e. Perform quantitative risk analysis
 - f. Plan risk response
 - g. Monitor and control risks
- 9. Procurement Management
 - a. Planning procurement management
 - b. Support development of procurement documents
 - c. Support monitoring and controlling of procurements
- 10. Stakeholder Management
 - a. Identify stakeholders
 - b. Plan stakeholder management
 - c. Monitor and control stakeholder management

EXHIBIT B**Attachment 2 – Consultant/Sub-Consultant Team Members****CONSULTANT TEAM MEMBERS**Prime Consultant: Leadline Project Management, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-charge	Executive-level leadership; guarantees contract success Manages SPMs and PMs as needed	\$195
Sr. Project Manager (SPM)	Manages large projects and programs; provides project leadership, strategy, execution; manages PMs if needed	\$160
Project Manager (PM)	Manages daily project management on small to medium projects Supports SPM on large projects and program management	\$130
Engagement Specialist	Provides specialized expertise and leadership on community engagement scopes of work	\$130
Project Coordinator	Coordinates logistics to manage team, scope, subcontractors, budget; Tracks project schedule, weekly status emails, and project tasks	\$110
Administrator	Conducts administrative tasks such as file storage; contract administration; event set up, subcontractor invoicing	\$90

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproduction, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproduces, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Prime Consultant: Leadline Project Management, LLC

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultant.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.10 / each
Red-line copies	\$ 0.10 / S.F.
Reproducibles	\$ 0.10 / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Conсор Engineers, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 240
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 224
Senior Transportation Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 216
Senior Project Manager	Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 204
Principal Planner	Manages and performs technical tasks for complex projects or a number of large projects. Identifies and resolves problems as they arise. Provides direction for planning reports, analysis and report preparation, preparation of technical graphics and planning-level cost estimates.	\$ 200
Senior Transportation Engineer II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$ 180
Senior Planner III	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. Provide technical guidance and leads tasks throughout project.	\$ 166
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 164
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 160
Senior Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 156
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 152
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 150

Planner IV	Manages and supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. Leads tasks associated with a multimodal planning project.	\$ 146
Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$ 146
Construction Engineer II	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 142
Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 136
Construction Manager	Creates and manages construction schedules; Performs pre-and post- installation field reviews; shares lessons learned from installations, manages integration and testing infield.	\$ 136
Data Services Manager	Coordinates and collects traffic and transportation data. Reviews and summarizes data for use in engineering evaluations.	\$ 136
EIT IV	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. Leads technical tasks during engineering studies.	\$ 130
Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 126
ITS Engineer	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 126
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 126
ITS Construction Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and	\$ 126
Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 110
Senior Construction Inspector	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements.	\$ 126
Senior TIM Coordinator	Manage and/or staff traffic management center	\$ 110
Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 104
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 104
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 98
Technical Specialist I	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts.	\$ 96
EIT	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 92
Construction Engineer	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 90
Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 90
Data Analyst	Performs data analysis and reporting	\$ 88

Junior Transportation Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 72
Intern	Performs data collection, analysis, and drafting assignments under the direction of professional staff	\$ 50
Project Administrator	Responsible for all accounting aspects of project.	\$ 134
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 90
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 60

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Conzor Engineers, LLC

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.10 / each
Red-line copies	\$ 0.10 / S.F.
Reproducibles	\$ 0.10 / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Equity Policy Solutions

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

Title/Classification	Responsibilities	Rate/Hr.
Equity Specialist	Conduct equity assessment activities for projects	\$195

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Equity Policy Solutions

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.10 / each
Red-line copies	\$ 0.10 / S.F.
Reproducibles	\$ 0.10 / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Gehl Studio

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

Title/Classification	Responsibilities	Rate/Hr.
CEO	Expert reference by subject area	\$465
Managing Director	Expert reference by subject area	\$420
Director	Contract management, steering of project vision	\$385
Associate	Contract and project management, client point-of-contact	\$285
Project Manager	Contract and project management, client point-of-contact	\$260
Senior Designer	Design team management and deliverable production	\$260
Designer II	Design and deliverable production, data collection & analysis	\$215
Designer I	Design and deliverable production, data collection & analysis	\$185
Intern	Design and deliverable production, data collection & analysis	\$95

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: Gehl Studio

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.10 / each
Red-line copies	\$ 0.10 / S.F.
Reproducibles	\$ 0.10 / page

Tab 3: Team Qualifications – Individual Key Personnel

Leadline's Approach to Staffing and our Partner Network

We believe that our training and experience in the 10 Project Management Institute Knowledge Areas make us uniquely qualified to support DOTI's vast project delivery. Our small but mighty team works on all projects in different capacities, depending on the scope.

Leadline approached this response, in lieu of knowing exactly what projects DOTI will assign to on-call contractors, to anticipate as many capability needs that DOTI may need and offer them as a combination of Leadline's core team and our partner network. What we can't resource, they can.

Before we describe the specifics of our staffing plan, we'd like to address how we responded to **Tab 3: Team Qualifications - Individual Key Personnel**:

- **A and B:** Names titles, responsibilities, biographical data, qualifications, and experience are included in each team members' resume on pages 19-27.
- **C and D:** Expected contribution and other major project commitments are described below on this page.
- **E:** Consultant and Sub-Consultant Team Member forms are located in Appendix A, pages 40-45.

The Leadline team is expected to contribute to an impactful percentage of the total effort, with guaranteed minimum participation of 30% from senior project managers to ensure appropriate attention is dedicated to projects. It's possible that the percentages of total effort would change with the participation of a team or multiple teams from our partner network, though in general:

- **Principal(s):** 5-15% of total contract effort
- **Senior project manager(s):** 15-70% of total contract effort
- **Support staff (coordinators, analysts, planners, etc):** 30-80% of total contract effort

As it relates to major project commitments, the Leadline team is committed to a portfolio of projects in the Front Range that are underway with various projected conclusion dates. We'd like to provide assurance that the staff assigned to a DOTI project at the time that a project is awarded under the on-call contract will be properly available for the duration of the contract, and they will be visible and working on the project as DOTI requires.





Amanda Cole – MBA, PMP

Founder & Principal-in-Charge

Amanda has a unique ability to be both strategic and detail oriented, a good listener and quick study, and flexible while encouraging process. Clients enjoy Amanda's technical prowess (even being mistaken for a planner or engineer), relationship-building skills, and ability to keep projects moving toward an outcome.

Responsibilities

- Sponsors all project success and guarantees scope, timeline, and cost commitments
- Leads expertise on process management and community engagement strategies
- Oversees project and client management capabilities of the team

Relevant Project History

- Neighborhood Speed Management, Town of Erie (Transportation)
- Downtown Streets as Public Space, City of Boulder (Transportation)
- Property Redevelopment Strategy, City of Lafayette (Real Estate)
- Fiber Broadband Procurement, City of Boulder (Innovation and Technology)
- Opportunities Pipeline, Broomfield Housing Alliance (Real Estate)
- CU South Annexation, University of Colorado (Real Estate)
- MS4 Stormwater Code Updates, City of Boulder (Infrastructure)
- Chautauqua Access Management Plan, City of Boulder (Transportation)

Education

- Masters of Business Administration, University of Alabama-Huntsville
- B.S. Business - Marketing, University of Alabama-Huntsville

Training

- Project Management Professional (PMP) certification, Project Management Institute
- Scrum Master and Product Owner certification, Scrum Alliance
- Leadership Academy, City of Boulder
- Lominger Competencies for Managers
- Interpersonal Communications Training, Our Community Listens
- Professional Presentation Training, Deloitte, LLC





Margo Josephs – DASM

Senior Project Manager

Margo has more than 10 years of professional program and project management experience in the public and non-profit sectors. Margo excels at strategic partnership development and has deep expertise and success in managing complex public policy initiatives. Margo's problem-solving and communication skills play a key role in executing complex projects.

Responsibilities

- Oversight of project lifecycle development and management
- Develops and executes strategic communication and engagement plans
- Conducts peer research, market and policy analysis
- Manages internal process development and staff/sub consultant agreements

Relevant Project History

- Neighborhood Speed Management, Town of Erie (Transportation)
- Downtown Streets as Public Space, City of Boulder (Transportation)
- Fiber Broadband Procurement, City of Boulder (Innovation and Technology)
- Property Redevelopment Strategy, City of Lafayette (Real Estate)
- Public-Private Partnership Strategy Implementation, City of Boulder (Parks & Recreation)
- Volunteer Cooperative Division Creation, City of Boulder (Community Engagement)

Education & Training

- B.A. in Communications and Business - Penn State University
- Disciplined Agile Scrum Master
- Leadership Academy, City of Boulder





Marine Siohan - French Bilingual

Senior Project Manager

Marine holds a master's in urban planning and civil engineering, with a vast background in managing public projects. Her detail-oriented nature and ability to stay focused on the task at-hand through challenges make her extremely effective. Clients benefit greatly from Marine's flexibility, follow-through, and technical background.

Responsibilities

- Develops stakeholder and community engagement process plans
- Facilitates focus groups, surveys, public engagement
- Develops content and advises on communications plans

Relevant Project History

- Ponderosa Community Stabilization Program, City of Boulder (Housing)
- Cultural Responsiveness & Inclusion Strategic Plan, Boulder County (Planning)
- Sugar Mill + STEAM Sub Area Plan, City of Longmont (Planning)
- Clear Creek County Innovative Housing Opportunity Program, Clear Creek County & City of Idaho Springs (Housing)

Education

- MSc Urban Planning - Aalborg University, Denmark
- MEng Civil Engineering- INSA Lyon, France





Mora Carrillo - Spanish Bilingual

Project and Operations Coordinator

Mora has decades of experience in municipal government operations and customer service. Her ability to convey empathy, team building, and progress is impressive. She brings strong relationship-building and organizational skills that add to Leadline's excellence in executing projects. Mora, a Front Range resident for more than 20 years, is bilingual, which helps Leadline's clients reach a diverse audience.

Responsibilities

- Manages logistics and coordination with subcontractors
- Executes community engagement projects
- Organizes and tracks all project records, contracts and documents
- Tracks project status and ensures timelines are current and on track
- Develops project specific bids and procurement processes

Relevant Project History

- Downtown Boulder Streets as Public Space, City of Boulder (Transportation)
- Property Redevelopment Strategy, City of Lafayette (Real Estate)
- Internal Operations Support, Leadline (Operations)

Education and Training

- IAP2 Fundamentals of Public Participation Training
- Business Administration Studies





Melissa Rosas, PE
Senior Vice President

Melissa has multiple years of traffic and transportation program and project management experience in planning and engineering and is a Senior Vice President at CONSOR. She offers multi-disciplinary expertise in areas such as operations analysis, transportation planning, signing and striping design, construction phasing, traffic control and signal design, construction management, public involvement, program management, and project implementation. She has focused her career on performing projects in Denver and for Colorado.



20 Years
of Experience

EDUCATION

Bachelor of Science, Civil Engineering,
Marquette University, 1999

LICENSES

Professional Engineer
Colorado #38956

AFFILIATIONS

Institute of Transportation Engineers, CO/WY
American Council of Engineering Companies
of Colorado
Women's Transportation Seminar International

REPRESENTATIVE PROJECTS:

PROJECT MANAGER

SH 83 Safety and Operations Analysis **Colorado DOT**

Melissa serves as the project manager for the comprehensive roadway safety and operational analysis of CO 83 between East Palmer Divide Avenue (Douglas and El Paso County Line) and Bayou Gulch Road. Our design team is researching and collecting information on existing conditions, including input from the public, schools, and other stakeholders along the corridor. We are examining the corridor to determine where needs exist to add potential improvements such as turning, auxiliary, and passing lanes; adding or widening shoulders; enhanced ITS; wildlife mitigation; and other improvements that would provide safety and operational benefits. Our team will then prioritize improvements for the corridor and develop an implementation plan based on available funding.

CONTRACT MANAGER

DOTI Professional Services Contract **City and County of Denver, Colorado**

Melissa is serving as the contract manager for CONSOR on-call contract with the Denver Department of Transportation and Infrastructure. As an on-call consultant, CONSOR delivers projects in multimodal design; multimodal and transportation planning; transit planning and design; traffic engineering; traffic engineering; and data collection disciplines. Her responsibilities include overseeing task managers, performance on deliverables, tracking of task order budgets, and scopes. She has served as contract manager for multiple iterations of this contract, overseeing a wide array of successfully completed projects, including parking studies, traffic signal design, transportation planning, multidisciplinary engineering, and report preparation.

PROGRAM MANAGER

Mayor's Office of the National Western Center **City and County of Denver, Colorado**

A member of the program delivery team, Melissa provides expert facilitation of the program and attends stakeholder meetings. This includes close coordination and collaboration with the internal NWCO team, as well as the Denver Department of Transportation and Infrastructure (DOTI), Western Stock Show Association, Colorado State University, and other impacted entities. Melissa is responsible for coordinating the successful onboarding and handover activities between the Horizontal Portfolio and the Vertical Portfolio of construction capital projects, as well as coordination of efforts to the surrounding communities to minimize impacts during this seven-year implementation effort.

PORTFOLIO INTEGRATION MANAGER

River North **City and County of Denver, Colorado**

Melissa served as the River North Portfolio Integration Manager on behalf of CCD, within the North Denver cornerstone collaborative, An initiative of Mayor Michael B. Hancock. This role included overseeing and coordinating development of city-led infrastructure projects, private development, as well as, enhancing community capacity. The objective was to advance the city's goals to improve connectivity to other neighborhoods, promote the 38th and Blake rail stop area for transit-oriented development, redevelop and invigorate the South Platte riverfront, and to improve pedestrian and bicycle access.



Jason Rutt, PE, ENV SP

Senior Project Manager

Jason leads multimodal roadway projects with an in-depth planning and engineering approach, he understands the importance of a thoughtful engagement and planning process that is backed up by sound engineering direction. He provides strong leadership and management to meet client objectives and deadlines. His planning and engineering experience also includes close interaction with a variety of stakeholders to complete projects within budget, on schedule and with technically sound solutions. Jason provides due diligence and planning for projects, including leading alternatives analysis, public engagement, and design development with project cost modeling and phasing to develop implementable capital improvement plans. As an Envision Sustainable Professional, Jason integrates sustainable and resilient design into projects.



24 Years
of Experience

EDUCATION

Bachelor of Science, Civil Engineering,
Colorado State University, 1997

LICENSING

Professional Engineer
Colorado #80205

CERTIFICATIONS

Envision Sustainability Professional

PROFESSIONAL EXPERIENCE:

PROJECT MANAGER

Washington Street Study

City and County of Denver

Jason led the study which included five sub-consultants and several stakeholders. The study includes public engagement and outreach with the objective of developing a preferred alternative and conceptual design of the roadway. Washington Street is a vehicular focused roadway with little to no pedestrian or bike facilities. The team developed a concept that addresses the regional demands that exist on the roadway and incorporating other modes of transportation into the roadway.

PROJECT MANAGER

Main Street Mobility Implementation

City of Crestview, Florida

Jason is serving as the project manager for the implementation of the Crestview Mobility Plan along Main Street in downtown Crestview. The improvements include enhanced facilities for pedestrians including the incorporation of urban design elements to improve the overall pedestrian experience. Our team is also focused on improving safety and vehicular accessibility to existing businesses. We are improving pedestrian crossings and sight distance issues at existing intersections and converting one-way roadways to two-way.

PROJECT MANAGER

Denver International Airport Transportation

Master Plan

City and County of Denver

Jason served as the project manager for the transportation master plans for the transportation network around the terminal of the Denver International Airport (DEN). The plan focuses on moving passengers and non-passengers around the different nodes of the airport. Our study includes investigation of pedestrian facilities, bicycle infrastructure, enhanced shuttle services and shuttle routing, ride sharing routing and standby, as well as strategies and separating and prioritizing passenger and non-passenger vehicular trips.

OFFICER-IN-CHARGE

13th Avenue Realignment

City and County of Denver

Jason served as the officer-in-charge for the 13th Avenue realignment project, which included the reconstruction of 13th Avenue and Holden Place, Decatur Street, and construction of the new Bryant Street. The project reestablished the city grid, provided bicycle facilities and upgraded sidewalks and ramps to meet current American with Disabilities Act compliance, and implemented safety improvements to meet the City's Vision Zero goals. The safety improvements include the first raised intersection in the City and County of Denver. The project incorporated streetside stormwater planters and green infrastructure to provide water quality improvements. Additional drainage improvements included upgrading the drainage system to convey the major event through a new drainage outfall to the South Platte River.

Brett Merriam

Project Manager
Master in Urban
Planning



Brett believes camaraderie is the bedrock of great places — where even the briefest shared experience can turn strangers into neighbors. As a Project Manager and urban strategist at Gehl, Brett weaves together his empathetic approach to planning with his expertise in ethnography and design to create people-first places that bring people together, instill a sense of belonging, and make everyday life more enjoyable. His experience spans across disciplines and scales from global strategies for conducting equitable community development to site-specific urban transformations.

● Qualifications

Years at Gehl: 2

Years of Experience: 9

Education: Master in Urban Planning, Harvard University GSD, Cambridge, MA (2020)

BA in Urban Studies, Vassar College, Poughkeepsie, NY (2015)

● Selected projects

2023

Boulder Downtown Streets – Boulder, CO. Develop a plan to activate downtown Boulder through temporary pilots and programs that reclaim roadbed for pedestrian use and guide future capital planning efforts.

2022

DMC Heart of the City Public Life Study – Rochester, MN. A PSPL for the Destination Medical Center Peace Plaza in Rochester, Minnesota, taking a look at how the plaza is serving the needs of residents and Mayo clinic patients alike.

Stanford Climate School - Palo Alto, CA. Strategic Organization Design to advance the establishment of the Stanford Doerr School of Sustainability through engagement and visioning to establish the vision, values, structure and physical program for the new school.

Climate Action Plan Communications - Develop internal and external packages to visualize and communicate a global corporation’s climate action initiatives in both its urban developments and global operations.

Guadalupe River Park Vision - San Jose, CA. Craft a compelling visionary future for the Guadalupe River Park, summarized in a public report to inspire San Joseans and city stakeholders.

2021

Google Urban Activation – Leading a multi-year partnership with a global technology company. Developed a strategy to craft and enact an intuitive corporate program for public-facing placemaking amenities and initiatives, across multiple sites. Since 2020.

Boston Reserved Channel – Boston, MA. Seven part vision to transform the waterfront site from an industrial swath into a vibrant district that better serves the people of South Boston.

Complete Streets Policy Guidance for the Government of Chile - Chile. Package of policy and design recommendations for the Chilean Council of Urban Development - an advisory committee to the President of Chile- to create multi-modal, people-first streets informed by both national and international precedents.

Downtown San Jose Station Design - San Jose, CA. Facilitating engagement strategy, and internal alignment to develop a compelling vision for the social infrastructure of new mobility hub.

Castro Street – Mountain View, CA. Analysis of current conditions and economic development opportunities used to inform concept design alternatives for the redesign of downtown main street.

Downtown West Social Infrastructure – Helping frame and bring to life Google’s unprecedented commitments to community development in and around the Downtown West development.

Contact Brett:
+1 (415) 636 6130 x 511
brett@gehlpeople.com

Brett Merriam

Project Manager

Master in Urban Planning



Brett on gehlpeople.com:
gehlpeople.com/people/brett

2020

The Future of Stephen Avenue - Calgary, Canada. Strategic recommendations and concept designs for the redesign of the Calgary's main street as a shared street, informed by a public space public life survey.

Covid-19 Testing Kiosks - Nationwide. Expanding access to Covid-19 testing through the design, prototyping and implementation of testing kiosks, and a spatial strategy for deployment in partnership with Curative.

● Pre-Gehl projects

2020

Harold Simmons Park - Dallas, TX. Racially equitable development plan for infrastructure re-use park project, informed by socioeconomic demographic mapping and city tax policy for Trinity Park Conservancy

Affordable Housing Innovation - Louisville, KY. Affordable housing innovation lab to devise development tools and policy changes to incentivize housing construction and reduce rent burdened populations for the Mayor's Office

2019

Mystic River Watershed Climate Strategies - Eastern Massachusetts. Mapping of climate change impacts across the watershed, accompanied with strategic mitigations and adaptations for different urban climate risk typologies (Sasaki Associates)

2016-2018

Titeltown District - Green Bay, WI. Design and implementation of a programming and operations strategy to enliven a new public space adjacent to Lambeau Field (Biederman Redevelopment Ventures Corp.)

CIBC Square - Toronto, ON. Design and implementation of a programming strategy to enliven a new downtown elevated park (Biederman Redevelopment Ventures Corp.)

● Academic

2018-2020

Harvard University Graduate School of Design - Urban Planning Teaching Assistant, Frances Loeb Library Mapping Teaching Assistant, Frances Loeb Library Academic Writing Tutor

Geoff Dyck

Associate
MSc. CRP



Geoff is a multidisciplinary Project Manager and Designer. Motivated, curious, and creative, Geoff combines his expertise as an urban planner, data analyst, and designer to produce vibrant public places and thoughtful urban strategies with people at their heart. He is passionate about developing design and planning solutions that are both responsive and flexible to changing neighborhoods and communities. Geoff also brings an expertise distilling, synthesizing, and visualizing ideas – often finding ways to bring dense and complicated data to life through smart, surprising, and engaging information design. Geoff received his Master Degree in City and Regional Planning from Pratt Institute, with a focus in Urban Design.

● Qualifications

MSc City & Regional Planning (CRP)
Pratt Institute School of Architecture
New York City, NY, USA

BA Political Science (Honors)
Queen’s University, Kingston, Ontario,
Canada

Contact Geoff:
+1 (212) 537 6318 x 508
geoff@gehlpeople.com

● Selected projects

2021

Detroit Downtown Master Plan – Detroit, MI. Large urban infil project for Related Co. aimed at healing the urban fabric and injecting the district with new programs to contribute to the city’s renaissance

21st Street Redesign - Denver, CO Public Space Public Life strategy, visioning, and design for Denver’s 21st Street as an inclusive urban trail for active mobility and urban heat island mitigation. Informed by a public space public life survey.

Google Urban Activation - Nationwide. Leading a multi-year partnership with a global technology company. Developed a strategy to craft and enact an intuitive corporate program for public-facing placemaking amenities and initiatives, across multiple sites

Boston Reserved Channel – Boston, MA. Seven part vision to transform the waterfront site from an industrial swath into a vibrant district that better serves the people of South Boston

Princeton Elm Drive – Princeton, NJ. People-first accommodations for construction vehicle access along Elm Drive, with focus at the Faculty Road Roundabout and Alexander Road intersection

Rosemary Sq. II - West Palm Beach, FL. Vision, masterplan, design and ground floor retail guidelines for a walkable and active mixed-use development with a sustainable approach

Pilot Evaluation – Chattanooga, TN. Evaluation process to collect lived-experience data, surface stories about how the porch pilot is working today, and determine next steps that align with the Design Studio’s goals of making Downtown Chattanooga a people-first city

2020

Large Scale Development - Orlando, FL. Developing design principles, case studies, and early specifications for a multi-modal mobility network (including AV transit stops and bike-friendly recovery zones)

Re-imagining Denver’s 16th Street Mall: Playbook - Denver, CO. A public life and public space owner and operator’s manual for the re-design of 16th Street Mall

The Wichita Innovation Lab - Wichita, KS. Bringing together a diverse group of community members to prototype a park and a new community-led development model for public spaces throughout Wichita

2019

IDEO CoLab - A research platform co-led by IDEO and Gehl—working closely with multiple public and private organizations— to uncover, probe, and tackle crossdisciplinary challenges facing the future of our cities

Crystal City Metro - Crystal City, VA. Activation strategy and concept design to create excitement and public space activation around an existing transit center

Monon Trail - Carmel, IN. Conceptual design for a new multi-use trail and linear park and framework plan for programming, activation and broader neighborhood connectivity to the trail

Dance into the Sunset - West Palm Beach, FL. Design and implementation plan for a pilot project in the Historic Northwest Neighborhood. The project was implemented and managed by the Office of Public Life

2018

San José City Life Project - San José, CA. Broad urban strategy and public life initiative that spans a range of departments across the City of San José to help the city and citizens make public life flourish in the city’s public spaces

Geoff Dyck

Associate
Designer
MSc. CRP



Geoff on gehlpeople.com:
gehlpeople.com/people/geoffd

Chattanooga Innovation District -

Chattanooga, TN. Collective vision, urban design framework, activation projects and programming for the Innovation District; led by deep community engagement, focus groups, and a public space public life study

Downtown Toronto Parks & Public Realm

Plan - Toronto, ON. Public engagement and public realm recommendations for Downtown Toronto's comprehensive city plan, since 2015

Lower Broadway Action Plan - Nashville, TN. Public realm action plan and pilot projects on the city's most popular street, informed by a public space public life survey

2017

Concept Designs for The Link - Akron, OH. Designing a series of public realm projects to create a more vibrant Downtown Akron

9th Street Corridor Concept Plan -

Louisville, KY. Street design and iterative placemaking to enhance connectivity and multi-modal mobility across 9th Street corridor

2016

Somerville by Design - Somerville, MA. Public space public life strategy, design charrette and pilot projects to inform a Public Space Plan for Davis Square

Columbia PSPL - Columbia, SC. Public space public life study, action plan and pilot project concept design for Downtown Columbia

Fort Wayne Public Realm Action Plan - Fort Wayne, TX. Supporting rapid growth and connectivity, led by pilot project designs and a public space public life survey

A Mayor's Guide to Public Life - Empowering mayors across the U.S. to put public life at the top of their agenda. The guide lays out the overarching strategies, tactics, and inspirational case studies for public space projects of all kinds.

2015

Downtown Lexington PSPL Survey & Pilots - Lexington, KY. Public space public life study and pilot project concept design for Downtown Lexington

Columbus Mobility Plan - Columbus, GA. Mobility and public space plan and strategy for the urban core

2014

World Class Streets 2.0 - New York, NY. Public plaza study with J. Max Bond Center on Design for the Just City

University City District, Philadelphia - Philadelphia, PA. Public space public life survey and public realm recommendations for the University City District

Publications

2014

Reclaiming the Garden City. Jardim Gramacho: Framework for Redevelopment. With Instituto de Estudos do Trabalho e Sociedade (IETS) for The US-Brazil Joint Initiative on Urban Sustainability (JIUS)

2013

East Midtown Places for People. For the New York City Mayor's Office of Economic Development and Departments of City Planning and Transportation. With Jonathan Rose Companies

Selected Talks

2019

100° Conference - 'Places for People', Montreal, QC

2013

'East Midtown', School of Visual Arts (SVA) Urban Curations graduate student class, New York, NY

Gretchen Armijo

AICP, LEED AP

801 Oneida Street
Denver, CO. 80220
303-859-7786
gretchen@equitypolicysolutions.com

Experience

Founder & President, Equity Policy Solutions LLC
Denver, CO
Jan 2021-present

Advance equitable community development principles and strategies in sectors including affordable housing, land use planning, transportation, and climate and the environment. Clients include public and private sector entities, nonprofit organizations and housing developers. Conduct equity assessments and equity action plans including research and stakeholder engagement to recommend actionable, evidence-based best practices to advance health, economic, racial and social equity goals.

Senior Associate, Norris Design
Denver, CO
Sept 2019-Sept 2020

Conducted planning entitlement services for real estate development projects and plans including residential, office, commercial and industrial. Focus areas included land use planning, transportation master planning, comprehensive planning and due diligence.

Built Environment Administrator, Denver Department of Public Health & Environment
Denver, CO
July 2013-Sept 2019

Developed and led new practice to increase healthy and equitable community development across City plans, projects and policies. Led two comprehensive Health Impact Assessments (HIA) to inform neighborhood development. Convened cross-departmental teams and diverse stakeholders to achieve adoption of goals and strategies to improve health and equity. Co-developed "Denver Neighborhood Equity Index" for data-driven policymaking. Served on City project teams as public health & planning specialist to advance health and equity outcomes. Delivered public testimony, presentations, research and written reports to stakeholders, local and national partners and policymakers.

Faculty Instructor, Regional Institute for Health & Environmental Leadership
Denver, CO
Aug 2015-May 2017

Co-created and taught 'Leadership for Healthy Community Design' training program for mid to senior-level health & environmental professionals, including principles of health equity and strategies to improve health through the built environment.

Built Environment Administrator, Colorado Department of Public Health & Environment
Denver, CO

July 2011-July 2013

Served as technical expert to urban and rural municipalities across Colorado to implement healthy and equitable community planning, development and design. Recommended evidence-based policies for built environment interventions to improve health. Maintained partnerships and provided written briefs, presentations and policy analysis for decisionmakers.

Principal Planner, City of Aurora
Aurora, CO

May 2006 – July 2008

Managed multi-disciplinary project teams for large developments including mixed-use transit-oriented development. Integrated new light rail stations into existing city development patterns, interpreted zoning and design codes, presented testimony at public hearings.

Certifications and Affiliations

Enterprise Green Communities

National Technical Assistance Provider – Affordable Housing (2021)

Harvard T.H. Chan School of Public Health – Prevention Research Center

Built Environment Assessment Training (BEAT) Institute Certification (2012)

US Green Building Council

LEED Accredited Professional (2008)

American Planning Association

American Institute of Certified Planners – AICP (2004)

Education

University of Colorado-Denver

Masters, Urban and Regional Planning

Wilson College

B.A., American Studies

Board of Directors / Advisory Committees

[Habitat for Humanity of Metro Denver](#) – Advocacy Advisory Committee (2022-present)

[Historic Montclair Community Association Inc](#) – Board of Directors (2018-present)

[Streetsmart](#) - Board of Directors (2019-2022)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2023

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 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 NUTMEG INS AGENCY INC/PHS 76210797 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 925-3137 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED Leadline Project Management LLC 2355 OVERLOOK DR BROOMFIELD CO 80020-6772	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		76 SBW AV5GY9	01/04/2023	01/04/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			76 SBW AV5GY9	01/04/2023	01/04/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident)	
	HIRED AUTOS <input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			76 SBW AV5GY9	01/04/2023	01/04/2024	Each Claim Limit	\$1,000,000
							Aggregate Limit	\$1,000,000

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

Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

City and County of Denver
 Department of Transportation
 201 W COLFAX AVE DEPT 608
 DENVER CO 80202-5328

CANCELLATION

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2023

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 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 NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 925-3137 FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: <div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> INSURER(S) AFFORDING COVERAGE NAIC# </div> INSURER A : Hartford Insurance Company of the Southeast 38261 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG AY5GF7	06/16/2023	06/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

 City and County of Denver
 Department of Transportation
 201 W COLFAX AVE DEPT 608
 DENVER CO 80202-5328

CANCELLATION

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



On-Call Professional Services Task Order

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

Upon this task order being signed by the approving parties, the following described task order shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order, as described below and within the attached signed proposal, in accordance with the requirements for similar work covered by the Contract:

ADD BRIEF SCOPE HERE

<p><u>TASK ORDER 0 SUMMARY</u> This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><u>MASTER ON-CALL CATEGORYSUMMARY</u></p> <p>TASK ORDER TYPE: _____ TASK ORDER CATEGORY (if applicable): N/A</p> <p>On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment:</p> <table style="width: 100%; border: none;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <p>Maximum On-Call Category Capacity: \$0.00 Remaining On-Call Category Capacity: \$ 0.00</p> <hr/> <p><i>(for category-based contracts)</i></p> <p>Maximum On-Call Contract Capacity: \$ Remaining On-Call Contract Capacity: \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	Total of All Task Orders & Changes Issued:	\$ 0.00	<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;">Approved by Deputy City Engineer</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;">Approved by Director (PDA)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;">Approved by Using Agency(s) – If Applicable</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;">Approved by Group Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;">Approved by Project Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0; text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;">Approved by On-Call Manager</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																				
Total Task Additions/Deductions (all changes):																					
This Task Order:	<u>0</u>																				
Total of All Task Orders & Changes Issued:	\$ 0.00																				
Approved by Deputy City Engineer	Date																				
Approved by Director (PDA)	Date																				
Approved by Using Agency(s) – If Applicable	Date																				
Approved by Group Manager	Date																				
Approved by Project Manager	Date																				
Approved by On-Call Manager	Date																				

NOTE: No person shall authorize or perform any of the above work until the task order has all signatures and an NTP has been issued.

Distribution: dsbo@denvergov.org, project manager name, contract manager name