

ON-CALL PROJECT MANAGEMENT AGREEMENT

between

THE CITY AND COUNTY OF DENVER
and

TURNER AND TOWNSEND, INC.

Contract No. DOTI-202369404

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 **TURNER AND TOWNSEND, INC.** (the "Consultant"), a Delaware corporation registered to do business in Colorado, whose address is 475 Park Ave. South, 11th Floor, New York, NY 10016.

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 and 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 staff augmentation and project control services for DOTI Capital Improvement Program which include executing the process responsibilities associated with organization, development, analysis, implementation, and maintenance of program/project controls applications and measures necessary for decision making from planning to close-out, 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 contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through for each assigned task. Coordination shall consist of regular progress and review meetings with the City, work sessions with 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 and 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 **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**. 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 by giving at least thirty (30) days' notice 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 MWBE REQUIREMENTS

5.01 Services Purchased by Agency or through Purchasing Division w/ MWBE Goal and Utilization Plan

- (a.) This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “Goods and Services Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 5%.
- (b.) Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
 - 1. If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - 2. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, 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.
 - 3. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
 - 4. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128

and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

6. Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.

7. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

8. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

SECTION 6 – GENERAL PROVISIONS

6.01 City's Responsibilities.

- (a) The City will provide available information regarding its requirements for each task, including related budgetary information, and shall cooperate with the Consultant. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Consultant shall notify City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or insufficient.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the task or non-conformance with Contract Documents, it will give prompt notice thereof to Consultant.

6.02 Ownership of Documents.

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

- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and other transactions related to this Agreement. Contractor 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor 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 this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, gender identity, gender expression, age, military status, sexual orientation, protective hairstyle, marital status, or physical or mental disability. The Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

6.07 Insurance.

- (a) General Conditions: (Contractor/Consultant)2 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. (Contractor/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, (Contractor/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. (Contractor/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 (Contractor/Consultant). The (Contractor/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: (Contractor/Consultant) may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. (Contractor/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 (Contractor/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), (Contractor/Consultant) and sub(Contractor/Consultant)'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, (Contractor/Consultant)'s insurer shall waive subrogation rights against the City.
- (e) Subcontractors and Subconsultants: (Contractor/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 (Contractor/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: (Contractor/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: (Contractor/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: (Contractor/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.
- (i) Professional Liability (Errors & Omissions): (Contractor/Consultant) shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

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 D
- Exhibit C
- Exhibit B
- Exhibit A
- Exhibit E

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 Department of Transportation and
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: Turner and Townsend, Inc.
475 Park Ave. South, 11th Floor
New York, NY 10016

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, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, 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.

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Contract Control Number: DOTI-202369404-00
Contractor Name: Turner and Townsend, Inc.

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-202369404-00
Turner and Townsend, Inc.

DocuSigned by:
Stuart Wood
C514F5985DA04DD...

By: _____

Stuart wood

Name: _____

(please print)

Director / Denver Cost Center Lead

Title: _____

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

EXHIBIT A

Consultant's Scope of Work

SCOPE OF WORK

A.1 BACKGROUND AND OVERVIEW

Staff augmentation consultant to provide program and project controls services for the DOTI Capital Improvement Program under the guidance of the Program Management Division (PMD). Program and project controls support services include executing the process responsibilities associated with organization, development, analysis, implementation, and maintenance of program/project controls applications and measures necessary for decision-making from planning to close-out. Project Controls services will be provided using City processes and procedures. Programmatic guidance will be provided by PMD and in alignment with established objectives including disciplines such as:

- Estimating
- Cost Management
- Scheduling
- Change Management / Claim Avoidance
- Risk Management
- Systems Applications and Data Management
- Contract Management
- Compliance
- Analytics & Reporting
- Document Controls and Records Management
- Project Management Support (training, guidance, negotiation support etc.)
- Technical Writing

The Consultant is an integral member of DOTI's Program Management Division and a true Owner's Representative of DOTI's Capital Improvement Program. The Consultant shall provide employees or subcontractors who are knowledgeable and skilled in the type of work assigned and who have all required certifications or education to provide the assigned tasks.

A.2 COMPLIANCE

The Consultant will support the Program Management Division to ensure adherence to the DOTI, Project Delivery Administration (PDA) project life cycle, promote consistency and industry standards, and drive efficiencies in delivering successful projects. The Consultant will support PDA in updating processes and procedures, including forms and templates for all project controls processes, and develop workflows for implementation into the Program Management Information Systems. It is imperative that the Consultant fosters communication with other City and County of Denver departments and DOTI divisions, ensuring data integrity for reporting and that all staff work with quality and consistent information.

A.3 COST MANAGEMENT

Estimating

The Consultant will provide experienced and qualified staff to produce estimates at all project stages from concept estimates, budgetary estimates to independent design estimates for contract negotiations. The Consultant will also support PDA in negotiating task orders, contracts as well as change orders to achieve savings and competitive pricing.

Budgeting

The Consultant will establish project budgets according to DOTI's cost accounts structure and cashflow management.

Cost Control & Reporting

The Consultant will provide qualified staff to measure variances against individual project cost baselines and will recommend corrective actions, record and negotiate changes to project costs; provide cost forecasting; support resource planning by calculating required hours and monitor remaining PO capacity. The Consultant will provide reporting on Earned Value management, productivity vs cash flow as well as compare estimates with budgets, actual cost and bid prices to develop a benchmarking database for DOTI.

A.4 SCHEDULING

The Consultant will provide qualified staff for the development of project schedules based on the DOTI's schedule management process. Schedulers work with DOTI and the engaged consultants and contractors to set up schedule baselines for all project phases, measure performance of a project, and issue progress updates against project baselines and KPIs. Coordinate with project teams to define activities and associated scope, activity durations, logic, and interface between activities and resource loading activities. The Consultant will also support the Program Management Division with resource management for the entire PDA portfolio, assess and approve, schedules by designers and contractors, and assist in negotiations for change orders. The Program Management Division also supports the Finance Department and the Consultant may also provide support in developing cost loading schedules, issuing information on funding requirements and expenditures, and providing Earned Value forecasting and additional reporting as required.

A.5 CHANGE MANAGEMENT & CLAIM AVOIDANCE

The Consultant will support the Program Management Division with implementing change management practices and appropriately capturing associated schedule activities and prepare required supporting documentation. Assist with reviewing of change orders for merit, and completeness and will develop impact assessments for scope, cost, schedule, stakeholders, safety and quality. The Consultant's project controllers will provide support for negotiations, documenting records of negotiations, and tracking Contractors Change Requests (CCRs) and Change Orders (Cos) through logs or software systems as directed by DOTI. The Consultant's Cost Engineers will be responsible for managing project contingencies on behalf of DOTI. The Consultant will show a clear understanding of DOTI standard contract documents to provide recommendation for claim avoidance, track documentation regarding claims, and take part in negotiations on behalf of DOTI.

A.6 RISK MANAGEMENT

The Consultant will run risk workshops identifying project risks, issues and opportunities during the various stages of a project; develop and maintain risk registers showing contingency and float requirements as well as provide regular updates of risk registers and lessons learned logs. The Consultant will also identify risks for the PDA portfolio to identify areas for improvements.

A.7 CONTRACT MANAGEMENT

The Consultant will be DOTI's independent owner's representative to facilitate and monitor the proper execution of assigned contracts and task orders according to the agreed-upon terms, to track key

deliverables and milestones, to certify payment application are processed correctly, to monitor progress of submittal reviews, and to manage substitution requests. Contract Administrators will also be responsible for managing RFIs and ensure they are being processed correctly. The Consultant's Contract Administrators will also manage changes to a contract through DOTI's change management process and support progress reporting.

A.8 REPORTING

The Consultant will facilitate reporting to various stakeholders and DOTI departments utilizing software systems designated by DOTI, including Oracle Primavera P6, Aurigo Masterworks, Workday and Textura as tools for communication across all City divisions.

Reports contain information on:

- progress updates the entire PDA portfolio
- a summary of delays and their causes
- quality management
- health and safety issues
- schedule of values analysis
- design, or any other issues requiring action / decisions
- specific instructions from the client or stakeholders
- cost & schedule performance
- potential risks
- earned Value
- forecasting

A.9 DOCUMENT CONTROL

The Consultant will provide document controls and record retention services listed below in line with the City's ordinances, rules, and policies:

- Runs & administrates the Document Control system as well as manages documents (internal & external)
- Checks compliance and quality of documents
- Maintains a list (register) & files documents
- Distributes documents to relevant people
- Liaises with Client / Contractor / Subcontractor
- Reports on the progress of documents
- First line of contact in the case of an escalation of a Document Control related issues
- Gate keeper of the Document Control rules and procedures
- Clarification, arbitration, technical authority role regarding Document Control issues
- Ensures commitment, support and buy-in from internal and external interfaces

A.10 SYSTEMS APPLICATIONS & DATA MANAGEMENT

The Consultant will support the Program Management Division to facilitate business systems analysis of computer applications used by DOTI and analyze the data needs of DOTI using skills in coding to maintain secure databases. The applications and data manager will provide assessments of business requirements, process analysis and prioritization, will evaluate possible solutions and recommends solutions that supports DOTI's mission, values and goals, creates and maintains standards, procedures, and documentation related to applications and data management and may participate in computer audits and perform testing for disaster

recovery process, ensuring a secure processing environment that protects the integrity and availability of information.

A.11 PROJECT MANAGEMENT SUPPORT

The Consultant will support the Program Management Division in providing training to the project management teams, estimating and scheduling support for negotiations, as well as solutions to resolve unique situations to facilitate the delivery of a project.

EXHIBIT B

Consultant's Rates & Reimbursable Expenses

EXHIBIT B

Consultant/Sub-Consultant Team Members**CONSULTANT TEAM MEMBERS**Prime Consultant: Turner & Townsend

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.
Estimating SME	15+ Years Senior industry expert in the delivery of Estimating	\$210
Estimating Sr	9+ Years Team lead support & Senior technical delivery for all Estimating tasks	\$187
Estimating Mid	5+ Years Technical delivery for all Estimating tasks	\$165
Estimating Jr	2+ Years Support delivery for all Estimating tasks	\$135
Cost Mgmt SME	15+ Years Senior industry expert in the delivery of Cost Management	\$210
Cost Mgmt Sr	9+ Years Team lead support & Senior technical delivery for all Cost Management tasks	\$187
Cost Mgmt. Mid	5+ Years Technical delivery for all Cost Management tasks	\$165
Cost Mgmt. Jr	2+ Years Support delivery for all Cost Management tasks	\$135
Scheduling SME	15+ Years Senior industry expert in the delivery of Scheduling	\$210
Scheduling Sr	9+ Years Team lead support & Senior technical delivery for all scheduling tasks	\$187
Scheduling Mid	5+ Years Technical delivery for all scheduling tasks	\$165
Scheduling Jr	2+ Years Support delivery for all scheduling tasks	\$135
Change Mgmt SME	15+ Years Senior industry expert in the delivery of Change Management	\$210
Change Mgmt Sr	9+ Years Team lead support & Senior technical delivery for all Change Management tasks	\$187
Change Mgmt Mid	5+ Years Technical delivery for all Change Management tasks	\$165
Change Mgmt Jr	2+ Years Support delivery for all Change Management tasks	\$135
Risk Mgmt SME	15+ Years Senior industry expert in the delivery of Risk Management	\$210
Risk Mgmt Sr	9+ Years Team lead support & Senior technical delivery for all Risk Management tasks	\$187
Risk Mgmt Mid	5+ Years Technical delivery for all Risk Management tasks	\$165
Risk Mgmt Jr	2+ Years Support delivery for all Risk Management tasks	\$135
System Application & Data Management SME	9+ Years Team lead support & Senior technical delivery for all System Application & Data Management tasks	\$168
System Application & Data Management Sr	5+ Years Technical delivery for all System Application & Data Management tasks	\$142
System Application & Data Management Mid	2+ Years Support delivery for all System Application & Data Management tasks	\$93

EXHIBIT B

Title/Classification	Responsibilities	Rate/Hr.
Contract Manager SME	15+ Years Senior industry expert in the delivery of Contract Management	\$210
Contract Manager Sr	9+ Years Team lead support & Senior technical delivery for all Contract Management tasks	\$187
Contract Manager Mid	5+ Years Technical delivery for all Contract Management tasks	\$165
Contract Manager Jr	2+ Years Support delivery for all Contract Management tasks	\$135
Compliance SME	15+ Years Senior industry expert in the delivery of Compliance	\$210
Compliance Sr	9+ Years Team lead support & Senior technical delivery for all Compliance tasks	\$187
Compliance Mid	5+ Years Technical delivery for all Compliance tasks	\$165
Compliance Jr	2+ Years Support delivery for all Compliance tasks	\$135
Analysis & Reporting SME	15+ Years Senior industry expert in the delivery of Reporting	\$210
Analysis & Reporting Sr	9+ Years Team lead support & Senior technical delivery for all Reporting tasks	\$187
Analysis & Reporting Mid	5+ Years Technical delivery for all Reporting tasks	\$165
Analysis & Reporting Jr	2+ Years Support delivery for all Reporting tasks	\$135
Document Control & Records Management SME	15+ Years Senior industry expert in the delivery of Document Controls & Record Management	\$210
Document Control & Records Management Sr	9+ Years Team lead support & Senior technical delivery for all Document Controls & Record Management tasks	\$187
Document Control & Records Management Mid	5+ Years Technical delivery for all Document Controls & Record Management tasks	\$165
Document Control & Records Management Jr	2+ Years Support delivery for all Document Controls & Record Management tasks	\$135
Project Management Support SME	15+ Years Senior industry expert in the delivery of Project Management	\$210
Project Management Support Sr	9+ Years Team lead support & Senior technical delivery for all Project Management tasks	\$187
Project Management Support Mid	5+ Years Technical delivery for all Project Management tasks	\$165
Project Management Support Jr	2+ Years Support delivery for all Project Management tasks	\$135
Technical Writing SME	15+ Years Senior industry expert in the delivery of Technical Writing	\$210
Technical Writing Sr	9+ Years Team lead support & Senior technical delivery for all Technical Writing tasks	\$187
Technical Writing Mid	5+ Years Technical delivery for all Technical Writing tasks	\$165
Technical Writing Jr	2+ Years Support delivery for all Technical Writing tasks	\$135

*All rates include for expected inflation over 2023, 2024, 2025 & 2026

EXHIBIT B

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 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.

EXHIBIT B

REIMBURSABLE EXPENSES

Prime Consultant: Turner & Townsend

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")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERSSub-Consultant: MWBEs – Connico, Sunland & LS| Gallegos

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.
Estimating SME	15+ Years Senior industry expert in the delivery of Estimating	\$210
Estimating Sr	9+ Years Team lead support & Senior technical delivery for all Estimating tasks	\$187
Estimating Mid	5+ Years Technical delivery for all Estimating tasks	\$165
Estimating Jr	2+ Years Support delivery for all Estimating tasks	\$135
Cost Mgmt SME	15+ Years Senior industry expert in the delivery of Cost Management	\$210
Cost Mgmt Sr	9+ Years Team lead support & Senior technical delivery for all Cost Management tasks	\$187
Cost Mgmt. Mid	5+ Years Technical delivery for all Cost Management tasks	\$165
Cost Mgmt. Jr	2+ Years Support delivery for all Cost Management tasks	\$135
Scheduling SME	15+ Years Senior industry expert in the delivery of Scheduling	\$210
Scheduling Sr	9+ Years Team lead support & Senior technical delivery for all scheduling tasks	\$187
Scheduling Mid	5+ Years Technical delivery for all scheduling tasks	\$165
Scheduling Jr	2+ Years Support delivery for all scheduling tasks	\$135
Change Mgmt SME	15+ Years Senior industry expert in the delivery of Change Management	\$210
Change Mgmt Sr	9+ Years Team lead support & Senior technical delivery for all Change Management tasks	\$187
Change Mgmt Mid	5+ Years Technical delivery for all Change Management tasks	\$165
Change Mgmt Jr	2+ Years Support delivery for all Change Management tasks	\$135
Risk Mgmt SME	15+ Years Senior industry expert in the delivery of Risk Management	\$210
Risk Mgmt Sr	9+ Years Team lead support & Senior technical delivery for all Risk Management tasks	\$187
Risk Mgmt Mid	5+ Years Technical delivery for all Risk Management tasks	\$165
Risk Mgmt Jr	2+ Years Support delivery for all Risk Management tasks	\$135
System Application & Data Management SME	9+ Years Team lead support & Senior technical delivery for all System Application & Data Management SME tasks	\$168
System Application & Data Management Sr	5+ Years Technical delivery for all System Application & Data Management SME tasks	\$142
System Application & Data Management Mid	2+ Years Support delivery for all Risk System Application & Data Management SME tasks	\$93

EXHIBIT B

Title/Classification	Responsibilities	Rate/Hr.
Contract Manager SME	15+ Years Senior industry expert in the delivery of Contract Management	\$210
Contract Manager Sr	9+ Years Team lead support & Senior technical delivery for all Contract Management tasks	\$187
Contract Manager Mid	5+ Years Technical delivery for all Contract Management tasks	\$165
Contract Manager Jr	2+ Years Support delivery for all Contract Management tasks	\$135
Compliance SME	15+ Years Senior industry expert in the delivery of Compliance	\$210
Compliance Sr	9+ Years Team lead support & Senior technical delivery for all Compliance tasks	\$187
Compliance Mid	5+ Years Technical delivery for all Compliance tasks	\$165
Compliance Jr	2+ Years Support delivery for all Compliance tasks	\$135
Analysis & Reporting SME	15+ Years Senior industry expert in the delivery of Reporting	\$210
Analysis & Reporting Sr	9+ Years Team lead support & Senior technical delivery for all reporting tasks	\$187
Analysis & Reporting Mid	5+ Years Technical delivery for all Reporting tasks	\$165
Analysis & Reporting Jr	2+ Years Support delivery for all Reporting tasks	\$135
Document Control & Records Management SME	15+ Years Senior industry expert in the delivery of Document Controls & Record Management	\$210
Document Control & Records Management Sr	9+ Years Team lead support & Senior technical delivery for all Document Controls & Record Management tasks	\$187
Document Control & Records Management Mid	5+ Years Technical delivery for all Document Controls & Record Management tasks	\$165
Document Control & Records Management Jr	2+ Years Support delivery for all Document Controls & Record Management tasks	\$135
Project Management Support SME	15+ Years Senior industry expert in the delivery of Project Management	\$210
Project Management Support Sr	9+ Years Team lead support & Senior technical delivery for all Project Management tasks	\$187
Project Management Support Mid	5+ Years Technical delivery for all Project Management tasks	\$165
Project Management Support Jr	2+ Years Support delivery for all Project Management tasks	\$135
Technical Writing SME	15+ Years Senior industry expert in the delivery of Technical Writing	\$210
Technical Writing Sr	9+ Years Team lead support & Senior technical delivery for all Technical Writing tasks	\$187
Technical Writing Mid	5+ Years Technical delivery for all Technical Writing tasks	\$165
Technical Writing Jr	2+ Years Support delivery for all Technical Writing tasks	\$135

EXHIBIT B

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.

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: MWBEs – Connico, Sunland & LSI Gallegos

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 / each
Copies (8 1/2 x 14")	\$ 0 / each
Red-line copies	\$ 0 / S.F.
Reproducibles	\$ 0 / page

EXHIBIT C

Consultant's Key Personnel

2. Qualifications

b) Qualification and experience of key personnel

Meet your team

The Turner & Townsend team is designed to provide DOTI with a critical blend of sector, local, regional, and technical experience that will set the pace for this project, delivering with accuracy, and leading with confidence. Our staffing structure ensures effective management control, responsiveness to your needs, local market understanding, and prioritizes development of strong relationships with DOTI and top MWBE suppliers.

Our aim is to support DOTI with the right people, in the right place, at the right time to ensure effective and efficient delivery. The key team members assigned to DOTI will be available 100% of the time to support the mobilization and integration with your existing team. From there, we will work with you to determine a road map and staffing plan that works for your organizational and project needs, utilizing our key project team members and reach back support to meet every need that arises.



Expected contribution as a % of total effort (total 80%, remaining 20% included in table on following page)			
17.5%	17.5%	17.5%	17.5%
Expected contribution as a % of total workload			
100%	100%	100%	100%
Other Project Commitments (Current and Future)			
None	KCATA	None	None
<ul style="list-style-type: none"> Conceptual Estimating Budgeting Estimate Validation Pre-construction advice Constructability Construction Phasing Change Management 	<ul style="list-style-type: none"> Program Development Program and Resource Phasing Schedule Development Technical Specification Scheduling System Deployment Contractor Schedule Reviews 	<ul style="list-style-type: none"> Reporting Cadence Standardization of Process Cost Control Cash Flow Performance Reporting Dashboarding and Analysis 	<ul style="list-style-type: none"> Cost Control & Monitoring Trend Analysis Project Performance Reporting Schedule Maintenance & Review Risk Register update Project change management

Project Controls Manager

Vijai Singh, a Project Controls Manager with 20+ years of experience will be your primary liaison on the project. He brings lessons learned from our global programs to support DOTI and the project team with thought leadership and innovations that have been tried and tested to improve performance. Vijai will support you and us in delivering with enthusiasm and energy.

Turner & Townsend

Core Team

Vijai is supported by a multidisciplinary core team of leaders/subject matter experts in program and project controls, and a large network of project controls professionals with skills in all facets of program and project controls.

2. Qualifications

b) Qualification and experience of key personnel

Reach Back Support

Our team includes a ‘reach back’ team of SMEs shown below. These SMEs will facilitate global best practice knowledge is transferred consistently between DOTI from other regions, projects, and other relevant sectors to establish and support this program. They will also support assurance activities. Combined with our commitment to reduce the cost base within your service, the reach back team would be a flexible resource with the ability to adjust in size to the needs of your organization. **We have the capacity and capability to meet your needs.**

Multi-skilled bench strength

Flexed with ebb & flow of workload, available to support all core team leaders

Expected contribution as a % of total effort	Asst. Project Controls Manager Project Controls Analyst Estimator	Organizational Change Management PMIS Integration Lead Program Setup Lead Reporting Manager Project Controls Consultant Scheduler Technical Writer
20%		
Expected contribution as a % of total workload	Document Controls Manager Business Analytics Manager Risk Manager	
Variable – 20%-100%		
Other Commitments		
Variable		

Project Controls – Infra
Mark Savage – Global
*Maxime Boy - NAM

Estimating
John Stretch – Global Lead
*Akash Mehta – Denver
*Dennis McGrath –MWBE
*Stuart Hoevelman –MWBE

Schedule
Penny Roberts – Global
*Laila Jawad – MWBE

Cost
*Stuart Wood – Denver
*Alisha Shultz – Denver
*Rich Lavino – MWBE
*Jim Webb (MWBE)

Digital & Data
Guy Beaumont – Global
*Depika Raman – NAM
*Keith Usher – Denver

Process Improvement & OCM
Chris Jones – Global
*Dana Rutledge – NAM
*Tiffani Butler – NAM

Contract & Risk
Mike Younger – Global
*Chris McAtasney -NAM
Robert Raynes – NAM
*Carla Newton – MWBE

Document Control
*Gina Ishee - NAM

**Resumes for core team and key support individuals noted above are included in Appendix A.*

Commitment justification

If successful, the commitment of our Turner & Townsend team members will be reviewed, and a transition plan agreed upon with existing clients to enable the support of the DOTI commission at the agreed level.

At Turner & Townsend, we believe our ability to utilize staff efficiently and effectively on multiple projects is one of our **greatest strengths which in turn benefits our client’s bottom line.** Further to this, it creates an organic environment where knowledge, lessons learned, and the implementation of industry-leading standards can be shared effortlessly between clients and projects.

Turner & Townsend Personnel Value Add Proposition

Through Turner & Townsends global reach and depth of experienced people, **Tiffani Butler** and **Chris McAtasney** have been identified as value additions to our DOTI team over and above what has been requested in the RFQ. If required by DOTI, these resources can be made available.

Tiffani Butler Brings a wealth of experience in organizational change management and has a proven track record of successfully implementing and supporting her clients who are traversing the challenges of process improvements/organizational change/adoption.

Chris McAtasney specializes in contract management, contract risk avoidance and claim negotiations. Chris has supported our clients in revising their contract strategies to incentivize contractor performance while reducing the risk upon the owner, and in doing so provided cost savings to owners.



Contract & Risk
Chris McAtasney
Turner & Townsend

- Program Mobilization
- Procurement Strategy
- Contract Management
- Stakeholder Management
- Change Management
- Claims and Negotiations
- Contract Risk Management



Org. Change
Tiffani Butler
Turner & Townsend

- Organizational Change
- Process Improvement
- Document Control
- Systems Integration
- Governance

