

ON-CALL PROGRAM MANAGEMENT AGREEMENT

between

THE CITY AND COUNTY OF DENVER
and
CH2M HILL ENGINEERS, INC.

Contract No. 201632012

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 **CH2M HILL ENGINEERS, INC.** (the "Consultant"), a Colorado corporation registered to do business in Colorado, whose mailing address is 9127 South Jamaica Street, Englewood, Colorado 80112.

RECITALS

1. The City wishes to secure professional program management and related services ("Program Management") to support the planning, design and construction of Phases 1 and 2 of the National Western Center ("NWC") campus development or "Program" on an "as needed" basis; and

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

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

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

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – CONSULTANT’S SERVICES

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

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

2.03 Professional Responsibility; Task Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a similar nature to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services or deliverables provided under this Agreement shall be adequate and sufficient for their intended purpose 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 Project Managers, or other coordination as directed. If requested, the Consultant shall document conferences and distribute notes to the City.

2.06 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written Task Order.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Manager shall notify the Consultant and give the Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, the Manager may require the Consultant to reassign or replace such key personnel. If the Manager notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City. Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Manager before they are assigned to a specific task.
- (k) The Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If

the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.07 Basic Services.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced personnel to support the Program. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned. 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 in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendment executed in the same manner as this Agreement. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered.

3.05 Maximum Contract Amount.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FOURTEEN MILLION DOLLARS AND NO CENTS (\$14,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other

form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **January 1, 2017**, and shall expire on **January 31, 2020**, 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 to provide services for additional phases of Program 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 M/WBE REQUIREMENTS

5.01 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **10%**.

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

SECTION 6 – GENERAL PROVISIONS

6.01 City’s Responsibilities.

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

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

6.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (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, CH2M Hill 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. Records of the Consultant's direct personnel, Consultant's sub consultants and records of reimbursable expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

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

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

6.07 Insurance.

- (a) General Conditions. Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall

provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) **Proof of Insurance.** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) **Additional Insureds.** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation.** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants.** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance.** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability.** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) Additional Provisions.
 - (1) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (ii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (2) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
 - (3) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6.08 Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's 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; VenuePro. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

6.13 Conflict of Interest.

- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable Task Order or the Agreement.

- (b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (d) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.

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

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

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

6.17 Proprietary or Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to the Consultant:

CH2M Hill Engineers, Inc.
9127 South Jamaica Street
Englewood, CO 80112

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

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

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

6.27 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. In the event that 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:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201632012-00

Contractor Name: CH2M HILL Engineers, Inc.

By: Jacqueline C. Hinman

Name: Jacqueline C. Hinman
(please print)

Title: Chairman & CEO
(please print)

ATTEST: [if required]

By: Sarah K. Hilty

Name: Sarah K. Hilty
(please print)

Title: Assistant Secretary
(please print)



EXHIBIT A

A. Objective

This Scope of Services outlines the “Basic On-Call Services” that CH2M (“the consultant”) will furnish the City on an On-Call, Task Order by Task Order Basis to assist the City, through The Mayor’s Office of the National Western Center (NWCO) and Public Works, in the delivery of the National Western Center Campus Development (“Program”).

B. Program Management Firm Role

The role of the consultant is to supplement, assist and provide large-scale program delivery expertise and services to NWCO and its partners, in the development and management of the Program, particularly with respect to the management, administration, cost, schedule, procurement ideologies, campus-wide policy development and control of scope during the planning, design and construction of Phase 1 and Phase 2. The consultant is contracted by CCD Public Works for the scope of services as defined below to be performed on an on-call basis.

The work to be performed by the consultant team will be authorized, at the sole discretion of the City, through the issuance of Task Orders. An outline of the potential scope of services that the consultant team may be called upon to provide for the City is set forth and described below.

The City reserves the exclusive right to choose and subsequently control the nature, extent and timing of each consultant team work assignment depending upon the overall schedule of Program work, availability of funding, consultant team qualifications, performance and other factors.

C. Program Management Overview

The consultant will be called upon to provide a comprehensive array of program planning, management and oversight capabilities. The consultant should expect to actively lead and support the PMT to effectively and efficiently manage critical program-level functions in the delivery of the NWC campus. Functions may include, but are not limited to:

- Assist in development of the program and project organization structure;
- Development of project work plans;
- Establishment, implementation and maintenance of a campus-wide survey for program and all projects;
- Establishment of a safety and security certification program with respect to information sharing;
- Development and management of overall program budget;
- Program management control of scope, schedule, cost, issue resolution and documentation;
- Establishment and implementation of a risk management process;
- Strategic campus phasing and procurement assessment and recommendations;
- Establishment of a full suite of program controls/oversight (all projects will be required to plug into this adopted system);
- Preparation and maintenance of program schedule, critical path and key milestones (decision points);
- Creation of Quality Assurance/Quality Control program;
- Creation of Safety program
- Coordinate and align efforts including, but not limited to, Campus Placemaking, Regeneration,

- Parking, Historic and Public Art Implementation;
- Coordination of Right-of-way / Land acquisition;
- Creation of apprenticeship and mentorship programs within the NWC procurements;
- Assist in the assessment, recommendation and implementation of the various project delivery methods;
- Creation of Interagency Agreements;
- Campuswide Commissioning Program and Commissioning Agent
- Coordination of environmental assessment, mitigation and site demolition activities.
- Assist in the assessment and implementation of any NWC program components that may use and/or deploy a P3 delivery method.
- Procurement documents and Procurement Management

D. Program Systems Setup

The NWC Master Plan, as adopted in March 2015 by Denver City Council, is the guiding document and foundation upon which the NWC campus development will be built. The consultant will assist NWCO with the translation of the Master Plan into defined activities, processes, schedules and work plans through the development of organized program templates and procedures. These preliminary activities must be well developed, thoughtfully constructed, and enduring.

The tasks likely required for Program Systems Setup include, but are not limited to, the following outlined below:

NWC PROGRAM GOVERNANCE HANDBOOK

Develop a guiding document to be utilized by NWCO and the NWC partners in the pursuit of all projects within the boundaries of the NWC development program. This document will be submitted to the EOC for review and approval and will govern all planning, design, construction and associated activities, and should include, at a minimum:

- a. Management controls, such as roles and responsibility, authority levels and reporting;
- b. Organizational controls to facilitate issue resolution and decision-making;
- c. Change management requirements and procedures;
- d. Program management procedures, including comprehensive descriptions of all processes associated with the delivery of the Master Plan;
- e. Program assurance, including health, safety and welfare, quality assurance/quality control standards, security procedures, and accessibility;
- f. Campus sustainability/regeneration integration processes, procedures and protocols for implementation

SETUP OF PROGRAM MANAGEMENT TOOLS AND CONTROLS

Establish a program controls package with systems to be used by all procured services and PMT communications, document management, project scope description, schedule, budget and progress reporting, and any other functions appropriate and additive to the program development process. Systems must integrate seamlessly with reporting tools to be used by the Project Reporting Consultant. The package should include, but not limited to:

- a. Internal communications platform;
- b. Document sharing, plan review and approval;

- c. Document storage and sharing;
- d. Contract document management and storage;
- e. Schedule development and management tool;
- f. Budget development and management tool;
- g. Earned value management and tracking tool;
- h. Change tracking and management tool;
- i. Performance/quality assurance monitoring tools;
- j. Discrete project tracking, including scope, responsibility, and detailed schedule, budget and milestone tracking

The consultant shall perform other tasks, duties and specific deliverables in relation to Program Systems Setup on an as-needed, task order by task order basis at the direction of the City.

E. Program Activation and Development

The consultant primary responsibilities, as it relates to the Program Activation and Development include, but are not limited to, providing the necessary services to complete the following:

- 1. Base Scope Development
- 2. Baseline Budget Development
- 3. Program Schedule
- 4. Project Phasing and Procurement

The consultant shall perform tasks, duties and specific deliverables in relation to Program Activation and Development defined via Task Order on an as-needed basis at the direction of the City.

F. Program Controls and Management

The consultant shall maintain and use program/project controls throughout all phases of the program. The requested services may include, but are not limited to:

PROGRAM SCHEDULE MANAGEMENT

- 1. Update the Program master schedule regularly to include current information regarding project and contract progress.
- 2. Develop and update project and contract package schedules based on input from the PMT and project team members including designers and contractors. Provide current information regarding critical and near-critical activities, milestones, progress and outstanding issues affecting the schedule.
- 3. Review and analyze overall Program progress during the design and construction phases. Review and analyze design and construction schedules for compliance with contractual and Program requirements. Identify areas of concern and provide input on corrective action plans as necessary through the PMT.

BUDGET AND COST MANAGEMENT

- 1. Update and maintain the Baseline Budget throughout the Program delivery. This maintenance

includes the implementation of the previously established Change Management and tracking process.

2. Analyze and maintain current and projected budget commitments and cash flow requirements for the program.
3. Provide technical support in maintaining program cost accounting. Develop, maintain and analyze budgets, track actual costs, analyze variances and forecast total Program costs. Collect and analyze project and program cost information, including encumbrances, commitments, and actual expenditures and develop earned value, trends, forecasts and variance information.
4. Identify and analyze funding opportunities. As requested, assist in preparing grant application and other funding proposals, in tracking expenditures, and fulfilling monitoring and reporting requirements in coordination with Project Reporting team.

The consultant, in collaboration with the Project Reporting Team, as appropriate, shall perform the following:

1. Prepare monthly project and contract status reports outlining the progress, cost, schedule, status of QA/QC process, issue resolution and other aspects of the project or contract;
2. Advise NWCO staff on any necessary corrective actions relative to the aspects of the project listed above. Prepare monthly reports of Program status for stakeholders, and assist City and County of Denver's financial staff and financial consultant in preparing regular periodic reports requested or required by funders.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROGRAM PROCEDURES AND OVERSIGHT

1. Establish, maintain and update as necessary QA/QC program-defining standards for all design and construction activities associated with the Program.
2. Assist NWCO staff in performing reviews of QA/QC programs, procedures and plans proposed for the projects by various design and construction teams to ensure these meet or exceed minimum Program standards.
3. Assist NWCO staff in oversight of design and construction activities relative to implementation of the adopted QA/QC program. Identify areas needing improvement, recommend corrective action plans and provide oversight to ensure compliance.

DOCUMENT MANAGEMENT AND ADMINISTRATIVE SUPPORT

1. Provide administrative support to NWCO including, but not limited to, documentation of meetings, report writing, preparation of presentations, and preparation of Program/Project correspondence.
2. Update and maintain a system of document management and control and change control functions to ensure that PMT has current and accurate information available.
3. Manage the Program electronic document control database. Ensure that Program documents are

being appropriately recorded in the system and assist in the identification and retrieval of documents as required.

DESIGN MANAGEMENT

1. Ensure that the various design consultants consistently follow established campus-wide policy, procedures, and design criteria, guidelines, standards and coordinate interface points between the various deliverables or contract packages. Ensure close communication of any changes to project design criteria or details so that changes approved for the project or Program are implemented consistently for all contract packages.
2. Maintain a design decision tracking system to assure timely decision-making. Perform comprehensive decision analyses as requested by NWCO. Facilitate and document major design decision processes for and through the PMT.
3. Provide oversight of each design team member's construction administration responsibilities during construction to ensure that all approved changes are communicated to all impacted parties and are implemented consistently throughout the Program, ensuring that all submittals and requests for information are handled in a timely manner.
4. Update and maintain a CADD database for the Program ensuring timely and efficient flow of consistent CADD documents and other design information among various design and construction management teams and Public Works staff. Update CADD procedures as requested by the NWCO.
5. Organize independent reviews of design submittal packages to ensure that design intent is properly implemented, project scope is accurately represented in various contracts, and QA/QC plans are incorporated.
6. Review and evaluate various cost estimates related to construction, operations and maintenance of the Program to ensure that they conform to established guidelines and accurately reflect all project-related costs.
7. Design review, due diligence and feasibility assessment as necessary to advance the Master Plan to design for implementation.

PROGRAM SUPPORT ACTIVITIES

1. Lead in collaboration with the NWCO team, the PMT with regulatory agencies and other stakeholders that have an interest or are participants in the Program and facilitate resolution of issues related to design, construction and operational considerations.
2. Lead, in collaboration with the NWCO staff in managing and conducting Peer Review, Value Engineering, Constructability Review and other technical reviews as required.
3. Prepare procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by NWCO to support procurement activities related to program implementation as requested.
4. Provide contract compliance and administration as requested by the PMT, including maintaining contract records, performing invoice reviews, preparing independent cost estimates,

and ensuring compliance with CCD requirements, and procurement and contracting policies and procedures.

5. Provide management and oversight over program-wide initiatives not specifically listed, including ongoing management of the phasing plan and control over site logistics.
6. Prepare independent cost estimates prior to advertising for bids as requested by NWCO and analyze bid results for construction contracts. Develop independent cost estimates as requested by NWCO for construction contract change orders to be used as the basis for negotiation.
7. As requested by NWCO, work with the City and County of Denver's City Attorney's Office to facilitate resolution of requests for additional compensation and/or time related to the performance of design and/or construction work.
8. Assistance with land consolidation and control activities as needed, including railroad relocations and abandonments, and activities associated with the land acquisition program.
9. Develop, update and maintain Construction Management Policies and Procedures, which cover construction, testing, commissioning and start-up phases of the Program.
10. Coordination, in collaboration with NWCO, of all project milestone and grand opening activities across the campus.
11. As requested by NWCO, provide project management services.
12. Lead Program close-out activities and documentation. This will also include assistance with development of Operations and Maintenance manuals, capital improvement plans, and associated long term budgeting exercises in advance of facility grand openings.
13. Establish, coordinate and implement a campuswide commissioning program. The commissioning agent should be part of the Program Management Contract. The scope of work will be further defined on a Task Order by Task Order basis.

The consultant shall perform other tasks, duties and specific deliverables in relation to Program Controls and Management on an as-needed basis at the direction of the City.

G. Management of Program Policies and Procedures

The consultant will be responsible for overseeing the implementation of the deliverables outlined in the tasks above, in collaboration with NWCO and the NWC Partners through the PMT. As an integrated team, the consultant will assist NWCO staff in managing the Program to assure that design and construction complies with all requirements and commitments established during the programming, planning and environmental clearance phase, as well as requirements of any other entities whose funds could be used to deliver the Program.

The consultant will also lead the continued implementation of the following aspects of the Program and its component projects:

- Updating of project work plans;

- Review of program implementation plans;
- Coordination with design teams to ensure proper implementation of campus policies and design standards.
- Manage the completion of the design, its integration and interface between members of the design team to ensure consistency in design and conformance to current design criteria;
- Oversight and management of processes to obtain appropriate permitting;
- Program coordination and reviews by stakeholders;
- Development and Implementation of Pre-bid contract document checklists;
- Perform and Provide Risk and Vulnerability Assessments;
- Review conceptual operations for the identified projects; and
- As required, update Program policies and procedures developed to assist with the efficient and effective implementation of all campus-wide integration efforts across program partners.

The consultant shall perform other tasks, duties and specific deliverables in relation to Program Controls and Management on an as-needed basis at the direction of the City.

H. Additional Program Support(s)

In addition to the staffing necessary to manage the tasks outlined above, the consultant may be required to provide support for the following additional program-level responsibilities to be further defined on a Task Order by Task Order Basis:

- Regeneration Program Lead and Coordination
- Historic Preservation Coordination
- Public Engagement Coordination
- Owner Controlled Insurance Programs Coordination
- Campus 1% for Art Program Coordination
- Campus Technology and Systems Integration Coordinator
- Commissioning

EFFORT ALIGNMENT & COORDINATION

As may be required, the consultant will coordinate with other NDCC project teams, other internal and external governmental agencies, and other important projects in the immediate vicinity that impact or are impacted by the NWC redevelopment, which may include, but not be limited to, the following:

- Heron Pond Master Plan and Redevelopment
- Washington Street Study and Potential Redevelopment
- Urban Waterways and the South Platte River Study
- Brighton Boulevard construction, 29th to 44th (link to NWC segment)
- Globeville Landing Outfall project, and the associated Platte to Park Hill drainage project
- Central 70, including the drainage solution planned through the north end of NWC
- Globeville and Elyria-Swansea neighborhood projects that directly link to the NWC campus
- RTD North Metro line construction
- South Platte Promenade that is anticipated to run through campus boundaries
- Coordination with ongoing BNSF construction projects on or near NWC.

EXHIBIT B

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: CH2M HILL Engineers, Inc.

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 Program Director	Overall accountability for successful delivery, senior CH2M corporate representative, team leadership of CH2M and subconsultant staff, Executive relationship with NWCO, NDCC and other strategic stakeholders	\$295
Principal Subject Matter Expert	Industry leading subject matter expertise and program delivery responsibilities including program controls, team leadership, client and stakeholder leadership responsibilities, senior contractor relationship management, budget, scope, schedule responsibility	\$290
Program Manager/ Portfolio Manager/ Principal Technical Lead	Program delivery responsibilities team leadership, client and stakeholder leadership responsibilities, contractor relationship management, technical delivery assurance responsibilities, stakeholder management, technical leadership, budget, scope, schedule responsibility	\$280
Senior Project Manager/Senior Technical lead	Project delivery responsibilities including managing staff, contract management and administration, technical delivery and compliance, tactical stakeholder management, budget, scope, schedule responsibility	\$270
Project Manager/ Technical specialist	Program tasking, project responsibilities, program requirement compliance, technical delivery and compliance budget, scope, schedule compliance	\$240
Assistant PM/Senior Technical staff	Tasking responsibility, delivery and technical compliance	\$210
Level 4 Technical staff	Lead complex technical tasking, policy, process, standards and quality compliance	\$180
Level 3 Technical staff	Directed complex technical tasking, policy, process, standards and quality compliance	\$170
Level 2 Technical staff	Directed technical tasking, policy, process, standards and quality compliance	\$140
Level 1 technical staff	Directed simple technical tasking, policy, process, standards and quality compliance	\$125
Senior Administration	Responsible for large team organization tasking, admin management, resource management, team logistics, client presentations, meeting documentation	\$120
Administration	Admin support	\$90
Intern	To learn and experience new things, to challenge the team status quo, speak up and contribute	\$50

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3 (average)

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: CH2M HILL Engineers, Inc.

REIMBURSEABLE EXPENSES

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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.
Director of Survey/Mapping	Manage Projects/Perform Boundary Survey work and ROW work	\$ 125.00
Project Surveyor	Manage Projects/day-to-day field operations and perform all surveying	\$ 100.00
Survey Technician	Perform all types of surveying required for project completion	\$ 80.00
Survey Crew (2-Man)	Perform field work and coordination	\$ 135.00
Survey Crew (1-Man)	Perform field work and coordination	\$ 115.00
Survey Crew (3-Man)	Perform field work and coordination	\$ 205.00
Administrative	Perform administrative duties	\$ 55.00
Party Chief	Perform field work and coordination	\$80
Instrument Operator	Assist Party Chief in performing field work and coordination	\$55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Brendle Group

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).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Providing overall direction, executive oversight and project management, and innovation leadership.	\$217.00
Senior Engineer/Planner III	Provide senior technical leadership, project management, development, oversight, and quality control for key deliverables as needed.	\$196.00
Senior Engineer/Planner II	Provide senior technical leadership, project management, development, oversight, and quality control for key deliverables as needed.	\$185.00
Senior Engineer/Planner I	Provide senior technical leadership, project management, development, oversight, and quality control for key deliverables as needed.	\$148.00
Engineer/Planner/Sustainability Analyst IV	Provide technical leadership, project management, development, oversight, and quality control for key deliverables as needed.	\$132.00
Engineer/Planner/Sustainability Analyst III	Provide technical leadership, project management, development, oversight, and quality control for key deliverables as needed.	\$114.00
Engineer/Planner/Sustainability Analyst II	Provide technical leadership, project management, development, oversight, and quality control for key deliverables as needed.	\$104.00
Engineer/Planner/Sustainability Analyst I	Support key tasks under direction of appropriate senior level roles.	\$86.00
Engineer/Planner/Sustainability Analyst Intern	Support key tasks under direction of appropriate senior level roles.	\$69.00

Administrative \$75.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.942

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: CMTS LLC

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).

Title/Classification	Responsibilities	Rate/Hr.
Project Principal	Direct oversight and management of workforce development activity	191.70
Sr Director Construction	Management and oversight of multiple complex projects	213.00
Project Manager III	Project and Construction Management	159.75
Project Manager II	Project and Construction Management	127.80
Project Manager I	Project and Construction Management	106.50
MEP R/E	Oversight and Inspection of work in progress	125.67
Civil R/E	Oversight and Inspection of work in progress	106.50
Contract Administrator	Develop negotiate and monitor contractual use agreements	74.55
Project Coordinator	Administrative	63.90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.13

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: E Nichols Consulting

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).

Title/Classification	Responsibilities	Rate/Hr.
Sole member	Primary consultant contact and advisor	\$100.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Owner	Direction of all aspects of the firm’s operations	\$200
Principal	Direction of all aspects of the firm’s operations	\$190
Project Manager III	Leads and review technical work	\$155
Project Manager II	Leads and review technical work	\$135
Project Manager I	Leads and review technical work	\$125
Designer	Completes technical work under direction of PM	\$110
Administrator	Bookkeeping and general administration	\$110
CAD II/EIT II	Completes technical work under direction of PM	\$100
Administrative Assistant	General administration	\$80
CAD I / EIT I	Completes technical work under direction of PM	\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1.

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SUBCONSULTANT TEAM MEMBERS

Firm Name: i3 Integration LLC

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).

Name / Title Classification	Responsibilities	HOURLY RATE
Principal / Senior Program Manager	Program Management and Controls	\$280.00
Program Manager 3		\$255.00
Program Manager 2		\$238.00
Program Manager 1		\$222.00
Deputy Program Manager		\$199.00
Senior Project Manager	Project Management and Controls	\$192.00
Project Manager 5		\$183.00
Project Manager 4		\$172.00
Project Manager 3		\$162.00
Project Manager 2		\$151.00
Project Manager 1		\$137.00
Project Coordinator 4	Project and Controls Coordinators	\$128.00
Project Coordinator 3		\$116.00
Project Coordinator 2		\$104.00
Project Coordinator 1		\$95.00
Enterprise Systems Designer 2	Management Information Systems	\$222.00
Enterprise Systems Designer 1		\$209.00
Solution Architect 2		\$199.00
Solution Architect 1		\$183.00
Business Process Architect	Business Processes	\$168.00
Business Process Designer 2		\$151.00
Business Process Designer 1		\$137.00
Applications Programmer 3	Programming	\$168.00
Applications Programmer 2		\$158.00
Applications Programmer 1		\$151.00
Systems / Data Analyst 3		\$128.00
Systems / Data Analyst 2		\$116.00
Systems / Data Analyst 1		\$104.00
Web Developer	Web Development	\$95.00
Web Designer		\$89.00
Web Administrator		\$77.00
Senior Management Consultant	Management Consulting	\$255.00
Management Consultant 3		\$238.00
Management Consultant 2		\$222.00
Management Consultant 1		\$209.00
Consultant 4	Program and Project Controls Consultants	\$199.00
Consultant 3		\$192.00
Consultant 2		\$183.00
Consultant 1		\$172.00
Senior Analyst	Analysts	\$162.00
Analyst 2		\$137.00
Analyst 1		\$128.00
Executive Administrative Assistant	Administration	\$89.00
Senior Administrative Assistant / Office Manager		\$77.00
Intern 2	Interns	\$43.00
Intern 1		\$36.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.50

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: The Idea Marketing

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).

Title/Classification	Responsibilities	Rate/Hr.
President	Strategy and plan development, relationship lead with community organizations and community leaders (formal and informal).	155
Account Executive	Market research, messaging development, supervise outreach team work, coordinate regular meetings with neighbors, text messaging platform and mail bag initiatives.	130
Designer	Design written communications, signs, flyers, door hangers, etc. Provide support for Milestones Mural.	93
Multimedia	Pre-production, production and post-production of milestones testimonial videos.	93
Street Team	Face to face contact with neighborhood residents and business owners in the area, attend community events, opt-in stakeholders for mobile campaign, staff the community communication office.	25

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.9

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Jones Lange LaSalle, Inc

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).

Title/Classification	Responsibilities	Rate/Hr.
Senior Vice President	Real Estate Strategy	\$278
Sr. Project Manager	Real Estate Strategy	\$175
Managing Director	P3 Consulting	\$325
Sr. Associate	P3 Consulting	\$275
Vice President	Sustainability Consulting	\$200

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: C.H. Johnson Consulting, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Project Executive	Overall leadership and control of the project and serves as the primary client contact.	\$320
Senior Consultant Project Director	Manages day-to-day work on the project Primary support person to the project executive	\$250
Project Consultant	Supports the senior consultant on research and analysis	\$200
Administrative Support	Provides logistical and administrative support to team. Maintains contracts and insurance requirements.	\$85

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Langer Equestrian Group, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Managing Director	Leadership, strategy, oversight, direction	\$250
Project Manager	Analysis, review, investigation, research	\$125
Project Coordinator	Analysis, review, investigation, research	\$75
Project Assistant	Assist all of the above and perform specific tasks as directed.	\$50

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: M.A. Mortenson Company

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).

Title/Classification	Responsibilities	Rate/Hr.
Cost Estimator 2	Development of baseline budget (cost estimate) including scope narrative.	\$200
Cost Estimator 1	Assist in baseline budget preparation and scope design options.	\$145

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: p3point

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).

Title/Classification	Responsibilities	Rate/Hr.
Senior P3 Procurement and Finance Expert	P3 procurement (RFQ/RFP) structuring, management and bid evaluations; development, structuring and negotiation of P3 project agreements; • P3 financing analysis, structuring and negotiations	\$350

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Panasonic Enterprise Solutions Company

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).

Title/Classification	Responsibilities	Rate/Hr.
Program Manager	Program manager providing campus technology and systems integration coordination	\$200

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0 average

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: PUBLIC ART SERVICES, INC

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).

Title/Classification	Responsibilities	Rate/Hr.
Public Art Consultant	Masterplanning, Art Consulting	140

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Real Estate Garage

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).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Lead and direct all entitlements, approvals, and permits, including obtaining all regulatory approvals, for specific programs and projects. This includes development and management of an overall project review and approval system.	\$300/hr
Associate	Assist and implement all activities undertaken by the principal noted above.	\$225/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Sink Combs Dethlefs1

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).

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal - Dethlefs, Barnard, Kastelic	Principal-In-Charge Design Lead	\$275
Principal - Harvey, Joyner, Stephens	Principal-In-Charge Design Lead	\$250
Associate Principal	Project Manager	\$200
Senior Project Manager/Senior Associate	Project Manager	\$160
Project Manager/Associate	Project Manager/Lead Architect	\$135
Architect/Team Lead II	Team Lead/Senior Architect	\$100
Architect/Team Lead I	Team Lead/Architect	\$90
Architectural Intern	Architectural Design Drafting	\$75
Senior Interior Designer	Interior Design Management/Interior Design/FF&E	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.5

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Sink Combs Dethlefs

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).

Title/Classification	Responsibilities	Rate/Hr.
Interior Designer	Interior Design/FF&E	\$70
Senior Visualization	3D Graphics & Rendering Management/3D Graphics & Rendering	\$110
Visualization	3D Graphics & Rendering	\$80
Senior Admin	Administrative Responsibilities/Accounting/Financial/Project Reporting	\$80
Admin	Administrative Responsibilities/Meeting Coordination/Accounts Payable	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.5

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Attachment 2

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Triunity Engineering & Management, Inc.

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).**

Title/Classification	Responsibilities	Rate/Hr.
Lead Utility Coordinator	Utility Coordination Lead	\$120.00
Support Utility Coordinator	Utility Coordination Support	\$107.00
Lead Electrical Engineer	Electrical and Systems Engineering Lead	\$243.00
Support Electrical Engineer	Electrical and Systems Engineering Support	\$165.00
ITS/Traffic Engineer	Traffic and ITS Design and Analysis	\$170.00
Drafter	CAD & Drafting Support	\$92.00
Project Manager	Project Management Functions	\$227.00
Construction Manager	Construction Phasing, Constructability Reviews, Scheduling	\$146.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$123.00
Civil/Structural Inspector Junior	Civil/Structural Field Inspections	\$105.00
Project Controls Manager	Project Management, Project Controls Lead	\$212.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$118.00
Administration Support	Administration and Clerical Support	\$85.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:

Direct Labor X 2.161 X 1.1

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Attachment 2

SUB-CONSULTANT TEAM MEMBERS

Firm Name: WSP | Parsons Brinckerhoff

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).

Title/Classification	Responsibilities	Rate/Hr.
Technical Manager	Technology development and innovation, implementation of Building Information Modeling (BIM) technologies/Geographic Information Systems (GIS)	\$198.24/Hr.
Sr. Principal Technical Specialist	Coordinate efforts including, but not limited to, Campus Placemaking, Regeneration, and Parking.	\$233.05/Hr.
Sr. Principal Technical Specialist	Assistance with land consolidation and control activities as needed, including railroad relocations and abandonments.	\$254.78/Hr.
Lead Engineer	Assistance with land consolidation and control activities as needed, including railroad relocations and abandonments.	\$139.33/Hr.
Manager Systems Applications	Technology development and innovation, implementation of Building Information Modeling (BIM) technologies/Geographic Information Systems (GIS)	\$228.73/Hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.78663

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Zann & Associates, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Project Executive	Direct strategy and ensure all scope and deliverables are met.	\$185
Project Manager	<small>Working with the team to develop and execute project scope, communications, deliverables and managing the day-today tasks. Assist in preparation project proposals, timeframes, schedule and budget Act as the point of contact and communicate project status adequately to all participants Use project management tools to monitor working hours, budget, plans and money spend Issue all appropriate level paperwork</small>	\$160
Project Coordinator	Coordinate outreach/workforce/MWBE activities, coordinate resources and information	\$115
Support Staff	Supports project activities as needed.	\$75
Outreach Staff	Boots on the ground outreach staffing that are culturally appropriate, including language.	\$90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2016

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 MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
15114 -12345-5EX2P-16/17 065275 CA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER B : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER D : Zurich American Insurance Co</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : N/A	N/A	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Zurich American Insurance Co	16535	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: SEA-003120973-04 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	RGE500025505	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	RAD500025405	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD500025205 (AOS) RWR500025305 (WI)	05/01/2016 05/01/2016	05/01/2017 05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*			EOC3829621-14	05/01/2016	05/01/2017	Each Claim & Aggregate \$2,000,000 Each Policy Period

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ON-CALL PROGRAM MANAGEMENT - CONTRACT NO. 201632012-00

AS REQUIRED BY WRITTEN CONTRACT, THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES.

CERTIFICATE HOLDER CANCELLATION

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS ATTN: STEPHANIE REED, PROJECT MANAGER 201 WEST COLFAX AVENUE, DEPT. 614 DENVER, CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i></p>
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AGENCY CUSTOMER ID: 15114

LOC #: Denver



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED CH2M HILL ENGINEERS, INC. 9191 SOUTH JAMAICA STREET ENGLEWOOD, CO 80112-5946	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.



On-Call Professional Services Task Order

Department of Public Works

The Mayor's Office of the National Western Center
201 W. Colfax Avenue, Denver, CO 80202

p: 720-913-4511 f: 720-913-4544

www.NationalWesternCenter.com.

Contractor: _____	Business Unit: _____
Vendor ID No. _____	Project No.: _____
Master Contract _____	Project Name: _____
Task Order Contract #: _____	Project Manager: _____
Fund/Org/Acct _____	

When this TASK ORDER has been signed by the approving parties, the work described in the consultant's proposal, without changing the terms of the Master Contract except as herein stipulated and agreed

SEE ATTACHED PROPOSAL

COST SUMMARY FOR TASK ORDER														
Original Work Order Amount	\$ _____													
Previous Work Order Add/ Deducts	\$ _____													
Net Prior to this Work Order	\$ _____													
This Work Order Change – <input type="checkbox"/> Add or <input type="checkbox"/> Delete	\$ _____													
Revised Work Order Amount	\$ _____													
COST SUMMARY FOR MASTER CONTRACT														
Previous Task Orders to Date (current contract)	\$ _____													
Current Task Order (Add/Deduct)	\$ _____													
Current Master Contract Amount:	\$ _____													
Maximum Contact Amount:	\$ _____													
Remaining Contract Balance:	\$ _____													
		<table border="0" style="width: 100%;"> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">_____</td> <td style="text-align: right;">Approved – Manager of Public Works</td> <td style="text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">_____</td> <td style="text-align: right;">Approved – Director of Engineering</td> <td style="text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">_____</td> <td style="text-align: right;">Approved – Project Supervisor</td> <td style="text-align: right;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">_____</td> <td style="text-align: right;">Approved – Project Manager</td> <td style="text-align: right;">Date</td> </tr> </table>	_____	Approved – Manager of Public Works	Date	_____	Approved – Director of Engineering	Date	_____	Approved – Project Supervisor	Date	_____	Approved – Project Manager	Date
_____	Approved – Manager of Public Works	Date												
_____	Approved – Director of Engineering	Date												
_____	Approved – Project Supervisor	Date												
_____	Approved – Project Manager	Date												

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org:: DSBO@ci.denver.co.us, Project Manager e-mail, Using Agency and pw.contracts@denvergov.org. (for pre-encumbrance).