

**ON-CALL PROJECT MANAGEMENT AGREEMENT SBE**

between

**THE CITY AND COUNTY OF DENVER**  
and  
**CIRCUIT MEDIA LLC**

**Contract No. 202369766-00**

**THIS AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **CIRCUIT MEDIA LLC** (the "Consultant"), a Colorado limited liability company, whose address is 560 Cherokee St., Denver, CO 80204.

**RECITALS**

1. The City wishes to secure professional project management and related services ("Project Management") to support various City programs on an "as needed" basis; and
2. The Consultant represents that it has the present capacity, experience and qualifications to perform professional Project Management and related services for the City; and
3. In response to the City's Request for Qualifications, the Consultant submitted a proposal for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, copies of which are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**;

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

**SECTION 1 – ENGAGEMENT**

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

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

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

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

## **SECTION 2 – CONSULTANT’S SERVICES**

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

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

2.03 Professional Responsibility; Task Requirements.

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

2.04 Program and Budget.

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

2.05 Coordination and Cooperation.

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

City, work sessions with Program Managers, or other coordination as directed. If requested, the Consultant shall document conferences and distribute notes to the City.

2.06 Personnel Assignments.

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

- (k) The Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.07 Basic Services.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced personnel to support assigned projects. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned. Task Orders shall be in the form attached hereto as **Exhibit E**.
- (b) When directed by the Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's services are required and shall set forth, at a minimum all of the following:
  - (1) The maximum fee for the Consultant's proposed services.
  - (2) Itemized fee breakdown.
  - (3) The additional services budget, if any, for the task.
  - (4) Any reimbursable expenses approved pursuant to paragraph 3.02.
  - (5) A detailed description of the task and scope of work (the "Work").
  - (6) A list of deliverables for the task.
  - (7) An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Manager of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
- (d) The assigned task shall be performed in conformance with the approved Task Order. The terms of this Agreement cannot be altered by Task Order.
- (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall obtain written authorization from the City in the form of a Notice to Proceed before proceeding with each assigned task.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.
- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the Task Order for the task, and included in the Consultant's basic services responsibilities for the task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

### SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

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

3.04 Invoices. The Consultant shall invoice and be paid monthly based on the hours worked and authorized reimbursable expenses on each assigned Task Order. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. Consultants rates will not be increased during the initial term of this agreement. If the City decides in its sole discretion to extend the term of this agreement by written amendment the Department of Transportation & Infrastructure may increase rates pursuant to written policy. The rates contained in **Exhibit B** can be modified only by a written amendment executed in the same manner as this Agreement. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

3.05 Maximum Contract Amount.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total

amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.

- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

#### **SECTION 4 – TERM AND TERMINATION**

4.01 Term. The term of this Agreement shall commence when the agreement is fully executed and shall expire three years after that date, unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager. The City may in its sole discretion decide to extend this Agreement by written amendment.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to the City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the task is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All documents relating to the work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.

- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, assisting the City during a transition to another Consultant, if applicable.

## **SECTION 5 – COMPLIANCE WITH SBE REQUIREMENTS**

### **5.01 SMALL BUSINESS ENTERPRISE REQUIREMENT**

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

**b.** Under § 28-222, D.R.M.C., the Consultant has an ongoing, affirmative obligation for the duration of this Agreement to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting this Agreement through change order, contract amendment, force account, or other modification under § 28-223, D.R.M.C. The Consultant acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Consultant’s compliance with the defined selection pool requirements and SBE self-performance requirements.
- (2) Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases under § 28-223, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Consultant at the time of award of this Agreement, shall be promptly submitted to the DSBO.
- (3) The Consultant shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.
- (4) The Consultant shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Consultant shall not, during the term of this Agreement:
  - (i) Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or
  - (ii) Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.
- (5) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-229 of the SBE Ordinance.
- (6) Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

## **SECTION 6 – GENERAL PROVISIONS**

### **6.01 City’s Responsibilities.**

- (a) The City will provide available information regarding its requirements for each task, including related budgetary information, and shall cooperate with the Consultant. However, the City does

not guarantee the accuracy of any such information and assumes no liability therefore. The Consultant shall notify City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or insufficient.

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

#### 6.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (f) If the City reuses project documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's written approval, Consultant is not responsible for any alleged defects, deficiencies or flaws in the project documents.
- (g) City acknowledges and agrees that in the performance of the Work, Consultant may utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed or licensed from third parties prior to the Effective Date (the "Pre-Existing Technology"). Subject to the terms and conditions of this Agreement, Consultant hereby grants to City a non-exclusive, non-transferable, royalty-free license under Consultant's Intellectual Property Rights to utilize the Pre-Existing Technology for the purpose of the City's Project. City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Technology; (ii) use the Pre-Existing Technology for any other purpose, other than the City Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is



based upon the Pre-Existing Technology; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Technology by itself or as incorporated into software or hardware; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Technology. Any additional use of the Pre-Existing Technology shall require a separate written license agreement.

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

6.04 Consultant's Records / Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at the City's selection in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

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

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

6.07 Insurance.

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- (f) **Workers' Compensation and Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

6.08 Indemnification.

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

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

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

Exhibit A	Consultant’s Scope of Work
Exhibit B	Consultant’s Rates & Reimbursable Expenses
Exhibit C	Consultant’s Key Personnel
Exhibit D	ACORD Insurance Certificate
Exhibit E	Task Order

In the event of an irreconcilable conflict between a provision of Sections 1 through 6 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict is as follows:

- Sections 1 through 6
- Exhibit E
- Exhibit A

Exhibit B  
Exhibit C  
Exhibit D

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

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

6.13 Conflict of Interest.

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

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

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

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

6.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Consultant's Information. The Consultant understands that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- (c) Conflicts of Interest. Consultant acknowledges that as the City's Project Manager it will have access to non-public information that, if disclosed, could give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information that could give an entity an unfair advantage when competing for work. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants who may be interested in performing work on the Project. Consultant will disclose in writing any actual or potential organizational conflicts that may arise as a result of other work Consultant or its sub consultants are performing related to the Project. Consultant is responsible for monitoring its sub consultants compliance with these requirements. These requirements are not intended to, and do not, prevent Consultant from participating in industry forums, working to generate interest in projects or from communicating with entities or individuals who may be interested in working on projects in ways that do not give them an actual or perceived advantage in pursuing Project work.

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

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

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

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

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

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

to the City: Executive Director of the Department  
of Transportation & Infrastructure  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

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

to the Consultant: Circuit Media LLC  
560 Cherokee St,  
Denver, Colorado 80204

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

6.24 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount

to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

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

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

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

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

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

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**Contract Control Number:** DOTI-202369766-00  
**Contractor Name:** CIRCUIT MEDIA LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

DOTI-202369766-00  
CIRCUIT MEDIA LLC

By:  \_\_\_\_\_  
540713FA171643D...

Name: Rebecca Askew  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A

### SCOPE OF WORK

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

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

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

# Exhibit B

## Attachment 2 – Consultant/Sub-Consultant Team Members

### CONSULTANT TEAM MEMBERS

Prime Consultant: Circuit Media LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Construction and Overall Project Management (cont'd on next page)	\$248
Asst. Project Manager	Oversight on project (cont'd on next page)	\$203
Sr. Project Specialist	Develops and revises strategies and programs (cont'd on next page)	\$180
Project Specialist	Develops and revises strategies and programs (cont'd on next page)	\$143
Sr. Project Admin	Manage, monitor, and control communications (cont'd on next page)	\$126
Project Admin	Support communications, integration (cont'd on next page)	\$115

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

## REIMBURSABLE EXPENSES

Prime Consultant: Circuit Media LLC

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

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

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

### Actual Costs

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

***Our rates are fully burdened, and we do not foresee the need for additional expenses.***

### **Responsibilities Continued:**

**Project Manager:** Construction and Overall Project Management. Perform quality assurance, monitor, and control quality process. Plan and prepare cost management and cashflow forecast. Monitor and control cost. Develop/update project management plan. Monitor and control project work. Support integrated change control. Support close out of project or phase. Plan for scope management. Validate and control scope. Plan, monitor and control stakeholder management. Plan, monitor and control risk management. Plan procurement management, support monitoring and controlling of procurements. Support and manage project team, monitor, and control resources. Overall construction management.

**Asst. Project Manager:** Oversight on project – Cost, Schedule, etc. Assist in planning schedule management, monitoring and controlling schedule. Assist in performing quality assurance, monitoring, and controlling quality process. Support in monitoring and controlling resources. Support in monitoring and controlling risk management.

**Senior Project Specialist:** Develops and revises strategies and programs; prepares recommendations; facilitates collaboration; and synthesizes results. Prepares project materials and is knowledgeable about the project field. Uses data and databases for program analysis and improvement. Implements standards-based methods, applied academic approaches, assessments, and the use of computer technologies. Sets up, adheres to, and supervises others in the practice of following business rules, devising project metrics, and providing routine and on-demand analytics for clients. Includes Cost Estimating, Value Engineering, etc.

**Project Specialist:** Develops and revises strategies and programs, prepares recommendations, facilitates collaboration, and synthesizes results. Prepares project materials and is knowledgeable about the project field. Uses data and databases in program analysis and improvement. Demonstrates knowledgeable about implementing standards-based methods, applied PMBOK approaches, assessments, and the use of computer technologies. Sets up, adheres to, and supervises others in the practice of following business rules, devising project metrics, and providing routine and on-demand analytics for clients. Includes writing, design, video production, photography

**Senior Project Admin:** Manage, monitor, and control communications. Support in monitoring and controlling stakeholder management. Support integration management.

**Project Admin:** Support communications, integration, quality control, supporting the project management team in the smooth execution of construction projects. Assist with project coordination, including scheduling, meetings, and progress tracking. Handle documentation, reporting, stakeholder communication, budget control, and quality assurance.

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Burgess Services

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

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## REIMBURSABLE EXPENSES

Sub-Consultant: Burgess Services

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
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The Consultant will be required to submit a complete list of pricing reimbursable items.

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### **Responsibilities Continued:**

**Project Manager:** Construction and Overall Project Management. Perform quality assurance, monitor, and control quality process. Plan and prepare cost management and cashflow forecast. Monitor and control cost. Develop/update project management plan. Monitor and control project work. Support integrated change control. Support close out of project or phase. Plan for scope management. Validate and control scope. Plan, monitor and control stakeholder management. Plan, monitor and control risk management. Plan procurement management, support monitoring and controlling of procurements. Support and manage project team, monitor, and control resources. Overall construction management.

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**Senior Project Admin:** Manage, monitor, and control communications. Support in monitoring and controlling stakeholder management. Support integration management.

### SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Rider Levett Bucknall

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Title/Classification	Responsibilities	Rate/Hr.
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Asst. Project Manager	Oversight on project (cont'd on next page)	\$203
Sr. Project Specialist	Develops and revises strategies and programs (cont'd on next page)	\$180

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## REIMBURSABLE EXPENSES

Sub-Consultant: Rider Levett Bucknall

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**Project Manager:** Construction and Overall Project Management. Perform quality assurance, monitor, and control quality process. Plan and prepare cost management and cashflow forecast. Monitor and control cost. Develop/update project management plan. Monitor and control project work. Support integrated change control. Support close out of project or phase. Plan for scope management. Validate and control scope. Plan, monitor and control stakeholder management. Plan, monitor and control risk management. Plan procurement management, support monitoring and controlling of procurements. Support and manage project team, monitor, and control resources. Overall construction management.

**Asst. Project Manager:** Oversight on project – Cost, Schedule, etc. Assist in planning schedule management, monitoring and controlling schedule. Assist in performing quality assurance, monitoring, and controlling quality process. Support in monitoring and controlling resources. Support in monitoring and controlling risk management.

**Senior Project Specialist:** Develops and revises strategies and programs; prepares recommendations; facilitates collaboration; and synthesizes results. Prepares project materials and is knowledgeable about the project field. Uses data and databases for program analysis and improvement. Implements standards-based methods, applied academic approaches, assessments, and the use of computer technologies. Sets up, adheres to, and supervises others in the practice of following business rules, devising project metrics, and providing routine and on-demand analytics for clients. Includes Cost Estimating, Value Engineering, etc.

# CIRCUIT MEDIA

GOVERNMENT STAFFING • COMMUNICATIONS • CREATIVE SERVICES



## LISA MCKELL, PMP

Project Manager/Director of Communications

### Responsibilities on Project:

- Manages, directs and oversees all aspects of projects, including: developing budgets, negotiating contracts, developing and implementing project schedules, client engagement and communications
- Manages coordination of multiple partners and team members
- Utilizes a variety of communication vehicles to create, implement, and manage communications programs
- Develops and executes efficient external communications strategies
- Cultivates and manages all aspects of partner and client relationships, including business development, sales, event planning and promotion
- Supervises and arranges all aspects and details of events, including: sponsorship, invites, marketing, promotion, event registration, catering, site, budget, speakers, agenda, staff and follow up

### Years of Experience:

18 Years

### Education:

Bachelor of Arts, Advertising,  
Iowa State University

### Expected Contribution:

100% (as needed)

### Brief Bio/Qualifications:

Lisa, Director of Communications and Project Manager at Circuit Media, brings nearly 20 years of expertise to the team. With experience managing the coordination of multiple communication and public information team members, utilizing a variety of communication vehicles to create, implement, and manage internal communications programs as well as developing and executing efficient external communications strategies, Lisa will oversee communications for DOTI.

Lisa's experience includes overseeing and managing all aspects of communications initiatives, including the development and implementation of strategic communication plans, media relations, and marketing and promotional campaigns. Lisa is also experienced in supervising and arranging all aspects and details of events, including sponsorship, marketing, promotion, and event logistics, as well as researching additional advertising and marketing opportunities to expand the City's revenue base.

Lisa is the Communications Lead for the RLB-Burgess-Circuit Media team on the Colorado Convention Center project.

### Project Experience:

- Colorado Convention Center Expansion Project (CCC-XP),



Communication and Public Relations Management - Project Manager, Communications Lead

- Sandia National Laboratories, Communications Support Services - Project Manager
- Federal Housing Finance Authority, Graphic Design & Desktop Publishing - Project Manager
- Colorado Department of Transportation, Public Information Services - Public Information Manager



## ALI MANOR, PMP

Project Manager/Director of Government Contracting

### Responsibilities on Project:

- Manages, directs, and oversees all aspects of projects, including stakeholder communications, developing budgets, negotiating contracts, developing and implementing project schedules, managing risk, and ensuring quality control
- Performs on projects, providing writing, editing, plain language, communications, and marketing services
- Develops and implements team-wide quality control procedures
- Creates and implements effective communication management plans, managing dissemination of both crisis and routine messaging to a wide range of stakeholders

### Years of Experience:

10 Years

### Education:

Bachelor of Arts, Advertising,  
University of Colorado  
Boulder

Bachelor of Science,  
Psychology, University of  
Colorado Boulder

### Expected Contribution:

100% (as needed)

### Brief Bio/Qualifications:

Ali, Director of Government Contracting and Project Manager at Circuit Media, holds a B.A. and B.S. in advertising and psychology from the University of Colorado Boulder. Ms. Manor is also a certified Project Management Professional (PMP) through the Project Management Institute. Ms. Manor provides project management, quality control, plain language, copywriting, and copy editing services to federal and state government clients, including the U.S. Small Business Administration, U.S. Fish and Wildlife Service, Colorado Department of Human Services, and Denver Office of Emergency Management. She writes and edits reports and technical plans, checks all deliverables for quality, develops communications strategies, and writes proposals to facilitate business development. She uses a detail-oriented and resourceful approach to assess situations, determine specific pain points, and execute effective solutions in a timely manner.

### Project Experience:

- SBA, Office of the National Ombudsman and National Women's Business Council, Annual Reports to Congress - Project Manager, Technical Writer, Editor, Quality Control Specialist
- Denver Arts & Venues, Branding and Graphic Design Services - Secondary Project Manager, Copywriter
- DEN, Graphic Design Services - Secondary Project Manager, Copywriter
- Colorado Department of Revenue, Technical Writing Services - Project Manager, Editor
- CDHS, Infographic Services - Project Manager, Content Specialist
- USFWS, Infographic Services - Project Manager, Editor, DHS, Plain Language Editing and 508 Compliance of Reports - Project Manager, Editor



- Colorado School of Mines, Get the Facts Out Marketing and Web Design - Project Manager, Content Specialist
- Denver OEM, Formatting, Design, 508 Compliance - Project Manager, Editor
- CDHS, Office of Early Childhood, Website Content Development - Copywriter, Editor
- CDOT, Public Information Services - Public Information Manager



## JESSICA WOLFORD BARNES

Project Manager/Director of Creative Services

### Responsibilities on Project:

- Manages, directs and oversees all aspects of projects, including: developing budgets, negotiating contracts, developing and implementing project schedules, client engagement and communications
- Leads creative teams to develop ideas that meet client needs and fit within budgetary constraints
- Coordinates with vendors or manufacturers to ensure that products are created according to specifications
- Directs the work of graphic designers, copywriters, and other creative professionals to ensure high quality output
- Develops and executes efficient internal and external marketing strategies

### Brief Bio/Qualifications:

Jessica Wolford, Creative Services Director at Circuit Media, graduated with a dual Bachelor of Arts in Marketing and Business Administration and Management from Appalachian State University in North Carolina and a minor in supply chain management. Ms. Wolford serves as a communications and marketing subject matter expert for internal and external projects, as she has extensive experience in marketing and sales to both businesses and consumers. In her role at Circuit Media, she creates various communications products, develops and implements branding initiatives, website and social media content management and maintenance, and builds communications strategies, including identifying key audiences and considering the most effective ways to highlight clients' messages and priorities. Her experience ranges from software companies to local institutions like Tony's Market. She has executed marketing campaigns, coordinated public relations plans, and developed extensive eCommerce and social media strategies. She's passionate about uncovering the "why" in client work and discovering the different goals and pathways to success for each project. She brings her unique perspectives and experiences in market research and campaign implementation to our communications team.

### Project Experience:

- NWBC, 2021 Annual Report - Project Manager
- Bureau of Land Management (BLM) Idaho, Fire Site and Fire Dispatch Site Redesign - Project Manager
- BLM, Blanket Purchase Agreement (BPA) - Contract Manager

### Years of Experience:

10 Years

### Education:

Bachelor of Arts, Marketing,  
Appalachian State University

Bachelor of Arts, Business  
Administration and  
Management, Appalachian  
State University

### Expected Contribution:

100% (as needed)



- Sandia National Laboratories, Visual Communications Services - Co-Project Manager
- City and County of Denver, Anti-Stigma Campaign for Denver Department of Public Health and Environment - Assistant Project Manager, Marketing & Message Development
- Boulder County Public Health, Anti-Vaping Campaign - Project Manager & Social Media Expert
- BLM, Nationwide Recruitment Initiative - Project Manager
- Colorado Department of Transportation (CDOT), Public Information - Public Information Officer
- High Line Canal, Faces of the Canal - Project Manager
- Colorado Department of Health Care Policy & Financing (HCPF), Public Awareness Campaign - Project Manager



## JORDYN LANG

Project Manager

### Responsibilities on Project:

- Manages, directs, and oversees all aspects of projects, including developing budgets, managing and delegating team tasks, developing and implementing project schedules, and maintaining client engagement and communications
- Performs on projects, providing copywriting, plain language, logistics, and content development services
- Manages public information aspects of projects, communicates regularly with key stakeholders and personnel to provide insight about public information

### Years of Experience:

7 Years

### Education:

Bachelor of Science,  
Technical Writing and Editing,  
Metropolitan State University  
of Denver

### Expected Contribution:

100% (as needed)

### Brief Bio/Qualifications:

Jordyn Lang, Project Manager at Circuit Media, received her B.S. in Technical Writing and Editing from Metropolitan State University of Denver. She serves as the project manager for several federal and state contracts, including those with the Naval Supply Systems Command, U.S. Geological Survey and Denver Housing Authority. Ms. Lang is part of the Circuit Media communications team and regularly serves as the Public Information Manager for a number of infrastructure projects across the region for the Colorado Department of Transportation and local municipalities. Through this work, she handles public inquiries, coordinates and hosts public meetings, and disseminates information regarding construction impacts to all affected parties. Ms. Lang also manages several internal operations, such as all aspects of our premiere product line, State Bill Colorado, a legislative tracking service. Her work through State Bill Colorado includes overall product function, marketing, website management, customer relations, and client trainings.

### Project Experience:

- DOS, Documentary Video for the Authentication of Washington at Princeton - Project Manager
- Department of Navy, Marketing Video - Project Manager
- USGS, Video Editing & Accessibility - Project Manager
- USDA Forest Service, Motion Graphic Design - Project Manager
- FHFA, Graphic Design & Desktop Publishing - Copy Editor and Project Manager
- Office of Job Corps, Change Management for Student-Centered Design - Project Assistant
- Denver Housing Authority, Public Relations - Project Manager & Copywriter
- CDOT, Public Information Services - Public Information Manager
- Colorado Convention Center Expansion Project (CCC-XP), Communication and Public Relations Management - Copy Editor





## DENISE BURGESS

Project Executive

### Brief Bio/Qualifications:

Denise Burgess is an accomplished professional with extensive experience in construction and development. Her educational and experiential background have equipped her with the necessary skills and knowledge to excel in various leadership roles in the construction industry. Since 2010, Burgess has expanded her business by incorporating Burgess Community Development into the Burgess Corporate structure. Her commitment to large-scale and purposeful construction and development has driven her success in the industry.

### Years of Experience:

29 Years

### Education:

Bachelor of Arts, Business,  
University of Northern  
Colorado

Certificate Construction  
Management, University of  
Denver

### Expected Contribution:

100% (as needed)

### Project Experience:

- Colorado Convention Center Expansion (2020 – Present)
- DEN-Concourse B Expansion (2019-2020)
- McGregor Square, Denver, CO (2018-2019)
- Eagle County Airport Demolition and Renovation, Eagle, CO (2017)
- Denver Health Support Services Building, Denver, CO (2016 – 2017)
- Denver International Airport Westin Hotel & Transit Center, Denver (2012 – 2016)
- Denver International Airport – ON Call Estimating, Denver, CO (2012 – 2018)
- Colorado History Center, Denver, CO (2010 – 2011)
- Denver Justice Center, Denver, CO (2009 – 2010)



## SACKOR DENNIS

Senior Project Manager

### Brief Bio/Qualifications:

Sackor is a highly skilled Senior Project Manager at Burgess Services, with more than 12 years of experience in construction management. He has a keen eye for risk analysis, stakeholder support, inspections, commissioning, and procedural/safety oversight, which are crucial aspects of any construction project. Sackor's expertise in construction management and his ability to collaborate effectively with stakeholders has been instrumental in the success of numerous projects he has been involved in.

### Years of Experience:

14 Years

### Education:

Bachelor of Science,  
Mechanical Engineering,  
University of Colorado  
Boulder

### Expected Contribution:

100% (as needed)

### Project Experience:

- Colorado Convention Center Expansion (2020 – Present)
- DEN-Concourse B Expansion (2019-2020)
- McGregor Square, Denver, CO (2018-2019)
- Eagle County Airport Demolition and Renovation, Eagle, CO (2017)
- Denver Health Support Services Building, Denver, CO (2016 – 2017)
- Denver International Airport Westin Hotel & Transit Center, Denver (2012 – 2016)
- Denver International Airport – ON Call Estimating, Denver, CO (2012 – 2018)
- Colorado History Center, Denver, CO (2010 – 2011)
- Denver Justice Center, Denver, CO (2009 – 2010)



## SURAKSHYA PRADHAN

Assistant Project Manager

### **Brief Bio/Qualifications:**

Surakshya is a highly motivated and goal-oriented construction management graduate with a strong background in architecture. With three years of experience working as an architect in Nepal, Surakshya has honed her skills in working collaboratively with engineers, design consultants, contractors, and consultants to ensure projects are delivered on time and within budget. As a recent construction management graduate, Surakshya is eager to apply her skills and knowledge to the construction industry.

### **Years of Experience:**

14 Years

### **Education:**

Master of Science,  
Construction Management,  
North Dakota State University

Bachelor of Science,  
Architecture, Tribhuvan  
University

### **Expected Contribution:**

100% (as needed)

### **Project Experience:**

- Information Technology Block, Titi Complex
- Multipurpose Evacuation Center, Bhaktapur & 8 other Municipalities
- Food Storage Warehouse
- Chhetrapati Hospital
- Sagarmatha Chowdhary Eye Hospital
- Everest Bank Limited
- Royal Empire Hotel
- Anamnagar Coaching Institute



## SYDNEY MOLINET

Senior Admin

### **Brief Bio/Qualifications:**

Sydney is a dedicated Senior Admin who excels at managing multiple tasks and prioritizing them effectively to achieve project goals. She is adept at maintaining professional relationships, and her exceptional communication skills help her bridge gaps in communication, thereby ensuring the smooth running of all aspects of the organization.

### **Project Experience:**

- Natural Medicine Colorado Campaign, Intern
- Senior Administrator, Burgess Services
- Assistant Coordinator Workforce, Minority and Women Owned Business, Burgess Services
- Executive Assistant, September School, CO Boulder

**Years of Experience:** 4 Years

### **Education:**

Master of Arts in International Studies, Josef Korbel School of International Studies, University of Denver

Bachelor of Liberal Arts and Science, Josef Korbel School of International Studies, University of Denver

### **Expected Contribution:**

100% (as needed)



# Rider Levett Bucknall



## RON ZURCHER

Project Manager

### Associate:

Ron Zurcher is an Associate with Rider Levett Bucknall. Specializing in project management, Ron brings over 35 years of construction experience to the team. For over two decades, Ron worked for a top 10 general contractor, coordinating, managing, and constructing multi-million-dollar construction projects throughout the Southwest. After joining the RLB team in 2013, Ron served as a construction manager to numerous hospitality and commercial projects.

Ron is skilled in managing a client-focused project team and advocating for the owner's desired outcome. In his role, he manages the project team through the design stages from concept through construction, prioritizing the client's time and value constraints.

Through his tenured knowledge of the construction process, acute attention to detail, and devoted execution in managing all facets of a project, Ron proves to be an invaluable resource to owners and project stakeholders. His experience and past performance for the City & County of Denver show Ron's expertise in construction and project management and he will continue those standards on any future projects where he can add value.

**Years of Experience:** 38

Years

**Years of RLB:** 10 Years

### Education:

Bachelor of Science,  
Construction Technology,  
Indiana State University, Terre  
Haute, Indiana

**Expected Contribution:** 50%

### Other Major Project

**Commitments:** Colorado  
Convention Center Expansion

### Relevant Project Experience:

- Colorado Convention Center, Denver, CO
- Hilton Grand Islander, Oahu, HI
- Madison Square Garden Sphere at the Venetian, Las Vegas, NV
- Wynn Flex Office Building, Las Vegas, NV\*
- Green Valley Corporate Center Office Building, Henderson, NV\*
- UNLV Biomechanics Laboratory, Las Vegas, NV\*
- McCarran International Airport Terminal 3, Las Vegas, NV\*
- Spring Valley Hospital, Las Vegas, NV\*
- Indian Springs Wastewater Treatment Plant Expansion, Las Vegas, NV\*

\*Experience prior to RLB



## JORDAN MILLER

Project Manager, Cost Estimating

### Associate Principal:

Jordan Miller is an Associate Principal for Rider Levett Bucknall (RLB) with extensive knowledge and experience in municipalities and in construction procurement of various types, cost forecasting, financial reporting and overall project management. She provides trusted advice to clients allowing them to make informed decisions through each stage of design and construction.

She will assume a pivotal role by working closely with the City & County of Denver and the project management team to develop, implement and oversee project controls and management processes and by analyzing various cost elements through to construction completion. For the development of cost estimates, alternative design options, scope reduction exercises, and value engineering options, Jordan will provide robust and innovative solutions.

Her expertise will be used for budget management, cashflow projections, contingency usage, change order evaluation, and pay application reviews. Jordan understands the importance for such monumental projects to be delivered successfully.

### Years of Experience:

10 Years

### Education:

Bachelor of Science, Business Administration, University of Tulsa

### Professional Memberships:

- Member, Association for the Advancement of Cost Engineering International (AAECI)

**Expected Contribution:** 50%

### Other Major Project Commitments:

- Colorado Convention Center Expansion
- Hilton Grand Islander, Oahu, HI
- National Western Center
- Loretto Heights

### Relevant Project Experience:

- Colorado Convention Center Expansion, Denver, CO
- Nature's Variety, Lincoln, NE
- UHealth Steadman Hawkins Clinic & CU Sports Medicine, Denver, CO
- City & County of Denver Castro Building Master Plan Renovation, Denver, CO
- Denver Federal Center Building 810 Fire Loop, Denver, CO
- National Western Center, Denver, CO
- City & County of Denver – Blair Caldwell Library Renovation, Denver, CO
- City & County of Denver – St. Charles Park Place Phase 2, Denver, CO
- City & County of Denver – On-Call Cost Estimating – ADA Phase II, Denver, CO
- Denver Police Station District 5 Replacement, Denver, CO
- City & County of Denver – Fire Stations 10, 11, 15 & 21 Door Replacement, Denver, CO
- Belmar Performance Entertainment Center, Lakewood, CO
- Seattle Center Arena, Seattle, WA
- UHealth Anschutz Medical Campus Tower 3, Aurora, CO
- UHealth Longs Peak Ambulatory Care Center, Longmont, CO
- Red Rocks Amphitheater Expansion, Morrison, CO
- UHealth – PVH Master Plan Implementation Project, Fort Collins, CO



## JULIA FLORES

Cost Estimating, MEP Expert

### Associate Principal:

Julia Flores is an Associate Principal for Rider Levett Bucknall with an extensive range of experience while working in the Boston and Denver offices. She has over 10 years of cost estimating experience with emphasis on municipal, office, mixed-use, and hospitality. Julia will assist the team in developing detailed cost estimates, reviewing materials, and researching data trends as needed.

Julia has extensive experience in developing construction cost plans and construction cost estimates. She specializes in Mechanical, Electrical; Plumbing (MEP) detailed cost estimating and has worked on projects at the very early programmatic and conceptual phases through to construction documents.

### Years of Experience:

10 Years

### Education:

- Bachelor of Science, Architectural Engineering, University of Colorado Boulder

**Expected Contribution:** 25%

### Other Major Project

#### Commitments:

- National Western Center
- Loretto Heights Theatre Campus
- Castro Building Revitalization

### Relevant Project Experience:

- Colorado Convention Center Expansion Program, Denver, CO
- City & County of Denver - Blair Caldwell Library Renovation, Denver, CO
- City & County of Denver - Recreation Center Renovation Bundle, Denver, CO
- City & County of Denver – CCC & Red Rocks ADA Compliance, Denver, CO
- City & County of Denver – Speer Tunnel UPS Replacement, Denver, CO
- City & County of Denver – Traffic Management Control Center, Denver, CO
- Nature's Variety, Lincoln, NE
- UHealth Steadman Hawkins, Denver, CO
- Red Rocks Visitor Center Upgrades, Morrison, CO
- Denver Police Station District 5 Replacement, Denver, CO
- City & County of Denver - Ross Cherry Creek Library RTU, Denver, CO
- Red Rocks Amphitheater Expansion, Morrison, CO
- City & County of Denver - Denver Police Department HVAC Study, Denver, CO
- City & County of Denver - Police Administration Building 6th Floor Test Fit, Denver, CO
- CCD SEH On-Call - Theater District Convention Center Station Improvements, Denver, CO
- GSA Denver Federal Center Building 48 & 53 Modernization, Denver, CO
- City & County of Denver - Urban Farm Renovation, Denver, CO
- Denver Art Museum - North Tower Renovation A&E Services, Denver, CO



CIRCMED-01

LSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Alliance Insurance Agency, LLC; CONTACT NAME: Lori L. Smith; PHONE: (720) 836-3409 209; FAX: (A/C, No); E-MAIL ADDRESS: lori.s@allinsgrp.com; INSURER(S) AFFORDING COVERAGE: The Hartford (38288), Capitol Specialty Insurance Corp. (10328)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN...

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liability, Business Property.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: SBE On-Call Project Management Services As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respects to the General Liability, Hired and Non Owned Auto Liability.

CERTIFICATE HOLDER CANCELLATION

Certificate Holder: City and County of Denver, Department of Transportation & Infrastructure, 201 W. Colfax Avenue, Denver, CO 80202; Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jeff Mastek





# EXHIBIT D CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2023

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> New Hampshire Insurance Co.      23841 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Circuit Media LLC  560 Cherokee St Denver, CO 80204	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																				
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N/A	WC 034274990 CO	07/01/2023	07/01/2024	<table border="0" style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 55%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER			E.L. EACH ACCIDENT			\$ 2,000,000		E.L. DISEASE - EA EMPLOYEE			\$ 2,000,000		E.L. DISEASE - POLICY LIMIT			\$ 2,000,000
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	E.L. DISEASE - POLICY LIMIT			\$ 2,000,000																							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All worksite employees working for Circuit Media LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Circuit Media LLC is an alternate employer under this policy.  
 DOTI On-Call Project Management POC: Michele Foust michele.foust@denvergov.org

**CERTIFICATE HOLDER**

City & County of Denver  
 c/o: Department of Transportation and Infrastructure (DOTI)  
 201 W Colfax Ave  
 Denver, CO 80202

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Jo Phillips



## On-Call Professional Services Task Order

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

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

ADD BRIEF SCOPE HERE

<p><b><u>TASK ORDER 0 SUMMARY</u></b>          This Task Order (Do Not Exceed):          Task Order Duration:      Calendar Days from NTP          Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><b><u>MASTER ON-CALL CATEGORY SUMMARY</u></b></p> <p><b>TASK ORDER TYPE:</b> _____  <b>TASK ORDER CATEGORY (if applicable):</b> N/A</p> <p>On-Call Contract Expiration Date:          M/W/S/D/EBE On-Call Participation Commitment:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td><b>Total of All Task Orders &amp; Changes Issued:</b></td> <td style="text-align: right;"><b>\$ 0.00</b></td> </tr> </table> <p>Maximum On-Call Category Capacity:      \$0.00  <b>Remaining On-Call Category Capacity:</b>      <b>\$ 0.00</b></p> <hr/> <p><i>(for category-based contracts)</i></p> <p>Maximum On-Call Contract Capacity:      \$  <b>Remaining On-Call Contract Capacity:</b>      \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	<b>Total of All Task Orders &amp; Changes Issued:</b>	<b>\$ 0.00</b>	<hr/> <p style="text-align: right;"><b>Approved by Deputy City Engineer</b>      <b>Date</b></p> <hr/> <p style="text-align: right;"><b>Approved by Director (PDA)</b>      <b>Date</b></p> <hr/> <p style="text-align: right;"><b>Approved by Using Agency(s) – If Applicable</b>      <b>Date</b></p> <hr/> <p style="text-align: right;"><b>Approved by Group Manager</b>      <b>Date</b></p> <hr/> <p style="text-align: right;"><b>Approved by Project Manager</b>      <b>Date</b></p> <hr/> <p style="text-align: right;"><b>Approved by On-Call Manager</b>      <b>Date</b></p>
Total of All Task Orders Issued:	\$0.00								
Total Task Additions/Deductions (all changes):									
This Task Order:	<u>0</u>								
<b>Total of All Task Orders &amp; Changes Issued:</b>	<b>\$ 0.00</b>								

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

Distribution: [dsbo@denvergov.org](mailto:dsbo@denvergov.org), project manager name, contract manager name