

**ON-CALL PROFESSIONAL GRANT FINANCIAL ADMINISTRATION AND  
AUDIT SUPPORT AGREEMENT**

between

**THE CITY AND COUNTY OF DENVER**

and

**CROWE LLP**

Contract No. 202265430

**THIS AGREEMENT** (“Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a home rule municipal corporation of the State of Colorado, and **CROWE LLP** (the "Consultant"), an Indiana partnership, licensed to do business in the State of Colorado, whose address is 320 East Jefferson Blvd, South Bend, IN 46601.

**RECITALS:**

1. The City, through its Department of Transportation and Infrastructure (the “Department”) desires to secure “readily available” professional services to support the Department on an "as needed" basis; and

2. The Consultant represents that it has the present capacity, experience, and qualifications to perform grant financial administration and audit support and related services for the City in connection with various City projects, as specified in this Agreement; and

3. In response to the City’s Request for Qualifications, the Consultant submitted a Qualifications Statement for such services to the City. The Consultant and the City have negotiated a Scope of Services and Rates for such professional services, a copy of which is 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 services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions, and provisions of this Agreement.

**1.02 Line of Authority for Contract Administration.** The City’s Executive Director of the Department of Transportation and Infrastructure (“Executive Director”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the Contract Manager, or designee(s), as the Executive Director’s authorized representative for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Consultant under this Agreement. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director’s behalf by written notice to the Consultant.

**1.03 Independent Contractor.** The Consultant is an independent contractor retained to perform professional or technical 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 Denver Revised Municipal Code.

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

**2.01 General.** The Consultant shall provide professional Grant Financial Administration and Audit Support services as assigned by written Task Order, on an as-needed basis, in accordance with the terms and conditions of this Agreement. The Consultant's basic services shall consist of all of those services described in this Agreement and in **Exhibit A**.

### **2.02 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, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the 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, of the City, state and federal government and all industry standards.
- (c) All professional services or deliverables provided under this Agreement shall be adequate and sufficient for the project or task and its 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 Executive Director and the user agency for any identified phase of a task, must represent a thorough study and competent solution for the task 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 agent,

consultant or subconsultant, or an employee 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.

**2.03 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.

**2.04 Coordination and Cooperation:**

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

**2.05 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 outside subconsultants, Certified Public Accountant (CPA) personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in **Exhibit C**. The hourly rates specified in **Exhibit B** include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (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 Executive Director 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 Executive Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved key personnel or a subconsultant is not acceptable, the Executive Director shall notify the Consultant and give the Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, the Executive Director may require the Consultant to reassign or replace such key personnel. If the Executive Director 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 Executive Director's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, and the 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 Executive Director 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 Executive Director before they are assigned to a specific task.
- (k) The Executive Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

## **2.06 Basic Services - General**

- (a) The Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced grant financial administration and audit support to the Department's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved task proposal 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, and its proposal is approved.
- (b) When directed by the Executive Director 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 Executive Director of a task proposal, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
- (d) The assigned Work 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 to which it is assigned may consist of any of the services described in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall obtain written authorization from the City before proceeding with each phase of each assigned task.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned Task Order. 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, 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 such task and included in the Consultant's basic services responsibilities for such 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 Basic Services:** 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 any approved Task Order or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction, and messenger service costs incurred in connection with work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City are not included in the hourly rates, and will be itemized as part of each on-call work order as a not-to-exceed reproducible expense.

**3.03 Additional Services:** The Consultant shall be compensated for any previously approved additional services performed for any assigned task, subject to the terms and conditions set forth herein and an additional services budget limits for that specific task.

**3.05 Special Services:** Subject to prior approval of such costs by the Executive Director, the Consultant shall be paid its actual costs for special supplies or services and when applicable for Consultant's actual time spent overseeing work not included within either the services listed in **Exhibit A** or any other exhibits for individual tasks subsequently incorporated herein, but which the City specifically directs the Consultant to provide under this Agreement.

**3.06 Invoices:** The Consultant shall invoice and be paid monthly in proportion to the progress of the work on each assigned task. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.29. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered.

**3.07 Maximum Contract Amount; Funding:**

- (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 NINE HUNDRED THOUSAND AND NO CENTS (**\$900,000.00**). 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.

**3.08 Appropriation and Funding.**

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the

Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it executes each Task Order. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Task Order to exceed the amount appropriated for that Task Order is prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

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

**4.01 Term.** The term of this Agreement shall commence on **December 1, 2022**, and shall expire on **November 30, 2025**, 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 Executive Director. Notwithstanding the foregoing, the City, at its sole option may renew this Agreement for up to two (2) additional one (1) year terms by written amendatory agreement executed in the same manner as this Agreement.

**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 Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. 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 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 project 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 administration of 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 and other documents referred to herein and assisting the City during a transition to another Consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

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

### **5.02 Ownership of Documents:**

- (a) The City shall have title and all intellectual and other property rights, in and to all documents, and all data used in the development of the same, 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 project 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 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 Manager, upon termination or expiration of this Agreement.

**5.03 Taxes and Licenses:** The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit 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 Executive Director, 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 allow 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.

**5.04 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 City’s election 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 any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing 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 Denver Revised Municipal Code 20-276.

**5.05 Assignment and Subcontracting:** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor, or assign.

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

**5.07 Insurance:**

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

expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

- (h) Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
- (i) Professional Liability (Errors & Omissions): Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**5.08 Defense and Indemnification:**

- (a) Consultant hereby 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 relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- (b) Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- (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.

**5.09 Colorado Governmental Immunity Act:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**5.11 Contract Documents; Order of Precedence.** This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachments, which are incorporated

herein and made a part hereof by reference:

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

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

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

**5.12 When Rights and Remedies Not Waived:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**5.13 Governing Law; Venue:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**5.14. Conflict of Interest:**

- (a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the 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, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

- (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.

**5.15 No Third-Party Beneficiaries:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**5.16 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.

**5.17 Taxes, Charges and Penalties:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**5.18 Proprietary or Confidential Information:**

- (a) City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise

disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Consultant's Information: The City agrees during the term of this Agreement and thereafter, to hold the Consultant Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, subject to applicable law. The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2019). In the event of a request to the City for disclosure of such information, the City shall advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any of its documents which it marked as 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 Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. 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 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 Program 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 Program. 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 Program. 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 Program work.

**5.19 Use, Possession or Sale of Alcohol or Drugs:** The Consultant 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.

**5.20 No Employment of Worker Without Authorization to Perform Work Under the Agreement.**

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Consultant certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
  - (1) It shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
  - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under



authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

**5.21 Disputes:** All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**5.22 Survival of Certain Contract Provisions.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will 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.

**5.23 Advertising and Public Disclosure.** The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**5.24 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 Contract, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Contract, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**5.25 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 the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and

provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

**5.26 Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to the following addresses:

to the City:	Department of Transportation and Infrastructure Attn: Executive Director 201 West Colfax Avenue Dept. 608 Denver, Colorado 80202
with a copy to:	City Attorney's Office 201 West Colfax Avenue Dept. 1207 Denver, Colorado 80202
to the Consultant:	Crowe LLP 320 East Jefferson Blvd South Bend, IN 46601

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**5.27 Severability:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected if the intent of the parties can be fulfilled.

**5.28 Agreement as Complete Integration-Amendments:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**5.29 No Construction Against Drafting Party:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**5.30 City Execution of Agreement:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

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

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**Contract Control Number:** DOTI-202265430-00  
**Contractor Name:** CROWE LLP

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:

\_\_\_\_\_

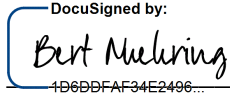
\_\_\_\_\_

By:

\_\_\_\_\_

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

DOTI-202265430-00  
CROWE LLP

By:  1D8DDFAF34E2496...

Name: Bert Nuehring  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

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

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

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

## Scope of Work

### BACKGROUND

The Department of Transportation and Infrastructure (DOTI) is a large, complex department within the City and County of Denver (City) that performs many different functions for a wide variety of stakeholders.

DOTI created a new Finance Administration (FA) with divisions for Budget & Planning, Procurement & Supply Chain, and Accounting & Internal Audit. DOTI has selected Crowe LLP (Crowe), a Certified Public Accounting firm, for On-Call or “as needed” support to the Administration by providing consulting services on the following menu of options. This work will be issued via individual task orders on an as-needed basis.

### INTERNAL AUDIT

Crowe will advise DOTI on creating and operating an internal audit function that will help mitigate risks while performing effectively and efficiently. DOTI will provide one FTE (Sr Internal Auditor) to assist with the work.

DOTI will issue task orders to Crowe and such task orders may include the following services:

- Advice on establishing an internal audit function in accordance with applicable standards and industry best practices
- Review and make recommendations to DOTI’s draft internal audit charter
- Interview relevant DOTI personnel
- Complete a risk assessment
- Build an internal audit plan
- Perform internal audits as needed – financial, operational, compliance, and IT. Estimate 75 - 150 hours per internal audit.
  - Review and document processes
  - Conduct meetings with departmental personnel
  - Identify improvement opportunities
  - Evaluate results and potential action plans
  - Create reports
  - Communicate results
  - Support implementation and follow-up
- Coordinate with the City Auditor’s Office to avoid duplication of effort.
- Create standard operating procedures and training documents for DOTI internal audit staff. Define roles and responsibilities.
- Create metrics and KPIs
- Create a program for continuously auditing / reviewing DOTI’s compliance with the City’s Fiscal Accountability Rules.
  - <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Finance/Fiscal-Accountability>

### GRANTS

DOTI typically has 20 – 30 active grants with grant expenditures of roughly \$20M/year. DOTI has had turnover with grant accounting staff recently and DOTI expects the volume and complexity of grant activity to increase with federal stimulus money. DOTI also recently announced a \$350M joint project with the Army Corp of Engineers. DOTI may request assistance from Crowe, through task orders, with the following activities:

- Review, improve, and standardize DOTI's grant procedures, policies, processes, documentation, controls, and metrics. This includes pre-award and post-award activity, operating and capital grants, federal and non-federal grants, and direct recipient and subrecipient grants.
  - Clarify and document roles and responsibilities of DOTI teams, including Procurement, Budget, Project Managers, Accounting, etc.
  - Determine if standard operating procedures and training documents exist
  - Determine if controls, reports, and metrics exist to show compliance with grant agreements, Uniform Guidance, GAAP, and the City's Fiscal Accountability Rules
  - Assist with the development of standard operating procedures, training documents, controls, reports or metrics
  - Use data visualization tools such as PowerBI to provide timely, impactful information to management
  - Incorporate industry practices and provide recommendations.
  - Eliminate manual tracking outside of Workday as much as possible. This will likely involve coordinating with the Department of Finance and/or Technology Services to revise Workday workflows & controls and to improve Workday reports.
- Provide oversight and review of post-award compliance activity. City will provide 2-3 accounting FTE to do most of the detailed, day-to-day work.
  - Determine procedures and recommendations from previous main bullet are designed and operating effectively
  - Review reports, workpapers, and metrics from staff. Provide feedback and revise and update processes as needed.
- Complete detailed, day-to-day grant work if DOTI's existing staff is unable to keep up with the new grant workload or if there are staffing vacancies
  - Conduct meetings with department personnel and grantors
  - Review grant expenditures and submit reimbursement requests using the grant module
  - Receive and apply payments from grantors using the grant module
  - Prepare reports and memos - monthly G/L reviews and analysis, reporting requirements to grantor, year-end audit-related reports including the SEFA and PBC requests from auditors
  - Evaluate compliance with applicable standards
- Be familiar with Workday ERP system and grant module

#### OTHER ASSISTANCE

DOTI's Finance Administration may need advisory services on other finance, procurement, or accounting needs on an as-needed basis, through the issuance of task orders.

#### PROJECT DEPENDENCIES

DOTI will identify an individual, within senior management, who will work closely with Crowe's project manager to oversee and approve all aspects of the services. This individual will be the liaison with Crowe and will be the coordinator for all services. Crowe's project manager will work with DOTI's liaison to review the results of the services, including findings, conclusions, and recommendations. The liaison will be the primary person responsible for evaluating the findings and conclusions arising from Crowe's services.

DOTI's liaison will assist Crowe by providing information, on a timely basis, of which management is aware that is relevant to the objectives of the engagement, such as records, documentation, and other matters. DOTI

management will also ensure that all information provided to Crowe is accurate and complete in all material respects, contains no material omissions, and is updated on a prompt and continuous basis.

Crowe cannot perform management functions, make management decisions, or appear to act in a capacity equivalent to a member of DOTI's management or an employee. The DOTI liaison is responsible for the results of the services.

DOTI will provide data to Crowe in Crowe's secure Exchange Portal. Data will be required to be submitted in an electronic format, when possible, prior to the commencement of services. Crowe will perform its services based on the documentation provided by DOTI.

The services contemplated within the context of this Scope of Work include the concepts of selective testing and sampling. Accordingly, these services do not include all aspects of internal control, nor do they include a detailed examination of all transactions. Therefore, our work does not guarantee the absence of errors or irregularities and may not detect errors or irregularities that exist. These services also do not address abuses of management discretion.

As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the task order, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the task order.

Crowe's workpapers and other documents related to the services shall remain Crowe's property and constitute Confidential Information of Crowe. To the extent that Crowe creates or develops any deliverables in the performance of services that are delivered to DOTI, DOTI may use such deliverables only for its internal business purposes and such deliverables shall not be provided to any third party without Crowe's prior express, written consent.

#### TASK ORDER PROCESS

DOTI will request services from Crowe based on task orders. All task orders must be approved in writing by DOTI and Crowe before work can commence.





**REIMBURSABLE EXPENSES**

Prime: Crowe LLP


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The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

A brief bio of each key team leader is included in the table below and resumes have been included in **Appendix A**.

Team Member	Years of Experience	Role	Certifications
 <p><b>Bert Nuehring,</b> Partner</p>	35	Grant Services Team Leader, responsible for final review and approval of grant service deliverables	Certified Public Accountant (CPA) Certified Global Management Accountant (CGMA)
<p>Mr. Bert Nuehring has assisted government agencies with technical accounting, auditing, and consulting. He has worked with state transportation department financial statements, transit authorities and understands the unique issues related to transit, capital planning and construction projects. Mr. Nuehring has managed consulting and audit engagements of transit and transportation agencies in accordance with generally accepted auditing standards, Uniform Grant Guidance, and Performance Audits under Generally Accepted Government Auditing Standards. He has also developed procedures for performing risk based audits of highway construction projects funded by the Federal Highway Administration.</p>			
 <p><b>Mark Maraccini,</b> Partner</p>	22	Internal Audit Team Leader; responsible for final review, and approval of internal audit deliverables	Certified Public Accountant (CPA)
<p>Mr. Mark Maraccini, CPA is a lead partner for providing internal audit services to governmental entities. Mark has over 22 years' experience working with public sector clients on internal and external audits, federal and state compliance services, enterprise risk management and risk assessments to name a few. Mark's experience has provided him with a deep specialization in internal control and the COSO internal control framework, and in the implementation of both Performance Audits in accordance with Generally Accepted Government Auditing Standards and the Institute of Internal Auditors (IIA) standards and International Professional Practices Framework.</p>			
 <p><b>Michael Del Giudice,</b> Principal</p>	20	Cybersecurity/IT Audit Team Leader; lead on IT and Workday components of the engagement and cybersecurity-related projects.	Certified Information System Security Professional (CISSP), Certified in Risk and Information System Control (CRISC)
<p>Currently Mr. Del Giudice is the national practice leader for Crowe's cybersecurity team within the Public Sector industry, based in Chicago. Mike is a Principal with 20 years of experience in the areas of information security and data privacy. He is a security and privacy thought leader, leading Crowe's IT Risk Management and Security Assessment solutions, while providing security services to a broad range of Fortune 500 organizations across industries.</p>			
 <p><b>Bill Dykstra,</b> Senior Manager</p>	20	Primary contact for day-to-day operations, and coordinator of engagement segments. Internal Audit services lead Senior Manager.	Certified Internal Auditor (CIA) Certification in Risk Management Assurance (CRMA)

Team Member	Years of Experience	Role	Certifications	
Based in our Denver office, Mr. Bill Dykstra is an experienced internal auditor with over 20 years of experience serving public and not-for-profit organizations. During his career, Mr. Dykstra has provided internal audit and risk consulting services for local governments, public transit authorities, transportation agencies, public and private universities, community college systems, school districts, and a various not-for-profit service organizations and membership associations.				
	<p><b>Jim Ansberry,</b> Senior Manager</p>	<p>14</p>	<p>Primary contact and coordinator of grant management services.</p>	<p>Certified Anti-Money Laundering Specialist (CAMS)</p>
Mr. Ansberry has experience working with the federal government in program development and management, organizational change, business process improvement, and risk management. He has experience directly supporting the Federal Bureau of Investigation (FBI) well as several U.S. Department of Homeland Security (DHS) Components, including U.S. Customs and Border Protection, the Office of Operations Coordination and Planning, the Office of Intelligence and Analysis, and the Federal Emergency Management Agency's National Preparedness Directorate, Grant Programs Directorate, and Disaster Operations Directorate. Mr. Ansberry leads teams and works alongside senior officials to assess process output and identify capability gaps, as well as develop and implement solutions to increase the efficiency and effectiveness of programs, processes and procedures.				



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

**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> HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	<b>CONTACT NAME:</b> CSU Chicago <b>PHONE (A/C No. Ext):</b> 312-922-5000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CSUChicago@hubinternational.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> The Continental Insurance Company	<b>NAIC #</b> 35289
<b>INSURER B :</b> Valley Forge Insurance Company	20508
<b>INSURER C :</b> National Fire Insurance Company of Hartford	20478
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1667845301**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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6076062699	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6076062685	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Collision/Comp \$ 1,000/100
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			6076062718	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<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			6076062721 6076062704	4/1/2022 4/1/2022	4/1/2023 4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional insureds on the General Liability and Automobile Liability policy, when required by written contract or written agreement. Umbrella follows form of the underlying policies.

**CERTIFICATE HOLDER****CANCELLATION**

Denver DOTI  
 Transportation and Mobility  
 201 W. Colfax Ave., Dept. 508  
 Denver CO 80202

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

AUTHORIZED REPRESENTATIVE

*Neil R. Hughes*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2022
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**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> Aon Risk Services Northeast, Inc. One Liberty Plaza, 165 Broadway, Suite 3201 New York, N.Y. 10006	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C No. Ext):</b> 312-381-1000</td> <td><b>FAX (A/C, No):</b> 312-381-7007</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2"><b>INSURER A:</b> Swiss Re International SE and Various Insurers</td> </tr> <tr> <td colspan="2"><b>INSURER B:</b></td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C No. Ext):</b> 312-381-1000	<b>FAX (A/C, No):</b> 312-381-7007	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Swiss Re International SE and Various Insurers		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Crowe LLP 320 East Jefferson Boulevard P.O. Box 7 South Bend, IN 46624-0007 USA																					

**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 <input type="checkbox"/> 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Indemnity Insurance			P32518.01-03	01-Nov-22	01-Nov-23	Not less than US \$1,000,000 any one claim and in the aggregate

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

Evidence of Insurance

**CERTIFICATE HOLDER**
**CANCELLATION**

Crowe LLP  
 320 East Jefferson Boulevard  
 P.O. Box 7  
 South Bend, IN 46624-0007  
 USA

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

*Aon Risk Services Northeast, Inc.*