

A G R E E M E N T

(Real Estate Right of Way Services – On call)

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **ATKINS NORTH AMERICA, INC.**, a Florida corporation whose address is 4030 West Boy Scout Blvd., Suite 700, Tampa, Florida 33607 (“Consultant”), collectively referred to as the “Parties”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

a. Selection Method of a Right-of-Way Consultant for a Particular Project:

The City may, but is not obligated to, request that the Consultant prepare a formal and/or informal proposal with a maximum estimated fee, delineated scope of work and time schedule for one or more right-of-way acquisition project(s) requested by the City on an as needed, on-call basis. The Consultant agrees and understands that the City may solicit formal and/or informal proposals in a “mini-bid” format for a particular project from all of its on-call professional right-of-way contractors. The City will evaluate the proposals with criteria established by the City, in its sole and absolute discretion, and may award work on a particular project from the submitted proposals to one or more right-of-way contractors for services specified by the City.

b. Scope of Work: If selected for a particular project by the City, the Consultant, under the general direction of, and in coordination with, the Director of the Division of Real Estate, or other designated supervisory personnel (“Director”), shall diligently perform the consulting services and produce all the deliverables requested by the Director. The work to be performed for a specific project assigned by the Director will be requested in a Scope of Work issued by the City to the Consultant and signed by the Director and the Consultant (“Scope of Work”). Such Scope of Work will include a description of the work to be performed by the Consultant, a time schedule and a budget for a particular project. The Scope of Work will specifically identify which of the services outlined in **Exhibit A** are to be performed by the Consultant for the particular project. The Consultant agrees to complete the project within the limits of the approved final proposal cost and during the approved time schedule, unless

otherwise modified by the City. Should all project work exceed such cost, the Consultant agrees to complete the project at no additional cost to City and, in a manner acceptable to the City. The Consultant agrees that during the term of this Agreement it shall fully coordinate all services performed under this Agreement through the Director, or as otherwise directed by the City. The City's authorized representative for day-to-day administration of the Consultant's work under this Agreement is the Division of Real Estate Project Manager, as assigned by the Director. The Consultant shall submit work orders, correspondence, pay requests, and submittals to the Project Manager. The Consultant shall faithfully perform the services required by this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals who perform services of a similar nature to those described in this Agreement.

b. Non-exclusivity: The Consultant acknowledges and agrees that this Agreement does not create an exclusive right to perform any right-of-way services for which the City may contract. The City may enter agreements with other consultants or contractors to perform the same or similar services and reserves the right to select, at the discretion of the Director, the consultant which is the most cost effective, best suited, and/or most readily able to perform the requested services.

2. TERM: The term of the Agreement runs from October 1, 2015 to October 10, 2020, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement ("Term"). If the term of any Scope of Work extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Scope of Work; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.c below.

3. COMPENSATION AND PAYMENT:

a. Compensation. The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, a fee to be agreed upon by the parties, but not to exceed, in total, the Maximum Contract Liability in subsection 3.c. below. The fee for individual projects assigned to Consultant by the Director shall be as agreed to in the Scope of Work's budget prior to the commencement of work on the project by the Consultant, but in all cases will follow the

appropriate Hourly Rate Schedule attached to this Agreement as **Exhibit B**. In addition, reimbursable expenses shall be those and only those outlined in **Exhibit A**; all other expenses are reflected in Consultant's hourly rates.

b. Invoicing for Fees and Expenses: Consultant shall submit invoices to the Project Manager monthly, or upon the delivery of the project to the City, whichever is earlier. For fees earned by the Consultant, all invoices will specify the work performed, the time to perform the work, and the rate at which the work is being charged. The Consultant shall invoice for each assigned project separately, but may be paid for multiple invoices each month. Such invoices shall reflect the Consultant's actual hours, sub-Consultant costs, total expended to date on each assigned project, additional and special services costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The Consultant shall maintain hourly records of the time worked by its personnel and sub-Consultants, records of all permissible reimbursable expenses and records of expendable supplies and services as necessary for any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Director or his designee will review and approve all invoices prior to payment by the City.

c. Maximum Contract Amount: Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)**. The Consultant acknowledges that the City is not obligated to execute an Agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in the Scope of Work described above are performed at Consultant's risk and without authorization under this Agreement.

The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. STATUS OF CONTRACTOR: The parties agree that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1E(x) of the Charter of the City. It is not intended, nor shall it be construed, that the Consultant or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

5. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director.

B. The City may, by thirty (30) days written notice to the Consultant, terminate this Agreement in the event the Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business.

C. If this Agreement is terminated by the City for cause, the Consultant shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices for fees and/ or expenses which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which the Consultant performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work that is needed to accomplish an orderly termination of the work and is approved in writing by the Director. If this Agreement is terminated for the convenience of the City and without the fault of the Consultant, the Consultant shall also be compensated for any reasonable costs it has actually incurred in performing services prior to the date of the termination.

D. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City that the Consultant is using by whatever method the City deems expedient. The Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all

other items, materials and documents which have been paid for by the City; and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE". The City shall use any and all such incomplete documents or incomplete data at its own risk.

E. Upon termination of this Agreement by the City, the Consultant shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement.

6. EXAMINATION OF RECORDS: The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

7. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

8. INSURANCE:

(1) General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall

reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor 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.

(2) **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 coverage. Consultant certifies that the certificate of insurance attached as **Exhibit C**, 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.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages, Consultant's insurer shall waive subrogation rights against the City.

(5) **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.

(6) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

(7) **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.

(8) **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

(9) **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.

(10) **Additional Provisions:**

(a) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are in excess of policy limits;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

9. 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.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties 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 Act, C.R.S. § 24-10-101, *et seq.*

11. TAXES, CHARGES AND PENALTIES: The City shall not be 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 this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

12. ASSIGNMENT AND SUBCONTRACTING:

A. The Consultant agrees that it will not assign or transfer any of its rights or obligations under this Agreement without first obtaining the written consent of the Director. A transfer will include a merger, consolidation, liquidation or change of ownership by which fifty percent (50%) or more of the outstanding voting stock is transferred. Any attempt by the Consultant to assign or transfer its rights or obligations without the prior written consent of the Director shall, at the option of the Director, terminate this Agreement and all rights of the Consultant. Consent to the assignment may be granted or denied at the sole and absolute

discretion of the Director. If the City consents to an assignment, then any assignment will not become effective until the assignee unequivocally in a signed document satisfactory to the Director (1) assumes the obligations under this Agreement; and (2) agrees to be bound by all of the terms, covenants and conditions of this Agreement. Any consent of the City pursuant to this provision must be executed with the same formality as this Agreement. The rights and obligations of the Parties under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement.

B. The Consultant agrees that it will not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Director, which consent may be withheld in the absolute discretion of the City. If the City consents to the subcontract, such action shall not be construed to create any contractual relationship between the City and the Consultant's subcontractor. The Consultant shall remain fully responsible to the City according to the terms of this Agreement.

13. NO THIRD PARTY BENEFICIARY: The Parties agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action to any third person. The Parties intend that any person other than the City or the Consultant receiving services or benefits pursuant to this Agreement shall be deemed to be an incidental beneficiary only.

14. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City, as required by Charter and ordinance.

15. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

16. SEVERABILITY: The Parties agree that if any provision of this Agreement or any portion thereof, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled

17. CONFLICT OF INTEREST: The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and the Consultant further agrees not to hire or contract for services any employee or officer of the City which 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.

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.

18. NOTICES: Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, to the Parties at the following addresses:

City : Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Consultant: Atkins North America, Inc.
4030 West Boy Scout Blvd., Suite 700
Tampa, Florida 33607

The addresses may be changed by the Parties by written notice.

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 Director.

20. 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 legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

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

22. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City terminating this Agreement or barring the Consultant from City facilities or from participating in City operations.

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

there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into this Agreement.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.

25. ORDER OF PRECEDENCE: . In the event of any conflicts between the language of this Agreement and the Scope of Work, the language of the Agreement shall control.

26. SURVIVAL OF CERTAIN PROVISIONS: The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide 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.

27. COMPLIANCE WITH ALL LAWS: All of the services performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

28. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Consultant certifies that:

- (1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all

employees who are newly hired for employment to perform work under this Agreement.

- c. The Consultant also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
 - (4) It is prohibited from using either 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 sub-Consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

29. 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 Director, 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 Director 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 Director, City Council or the Auditor.

30. CITY EXECUTION OF AGREEMENT: This Agreement shall not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

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 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.

SIGNATURES ON FOLLOWING PAGES

Contract Control Number: FINAN-201523942-00

Contractor Name: ATKINS NORTH AMERICA INC

By: *Kenneth P. Hawkins*

Name: *Kenneth P. Hawkins*
(please print)

Title: *Sector Manager*
(please print)

ATTEST: [if required]

By: *Jay Kramer*

Name: *Jay Kramer*
(please print)

Title: *ROW Program Manager - Denver*
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A

The Contractor may perform one or more of the following tasks at the direction of the Director or Director's designee.

- **Due Diligence Activities:**

- Obtain and/or review title commitments; document all relevant information on a parcel by parcel basis.
- Create and update preliminary acquisition schedule; update in accordance with requirements listed below.
- Obtain vesting deeds and/or legal descriptions as needed.
- Identify any existing conditions that may impact the cost, schedule or logistics of acquiring real estate interests for the project.

- **Activities Related to Land Acquisition and Relocation:**

- Attend project meetings; create and maintain detailed land acquisition and relocation schedule for each interest to be acquired; show progress relating to the estimated completion of each acquisition as it relates to established milestones within the land acquisition schedule.
- Coordinate all necessary tasks associated with the City, other governmental agencies, project engineers, project appraisers and other applicable agencies and/or persons involved in the Project.
- Provide Chief Engineers Cost Estimate to the Colorado Department of Transportation ("CDOT") if needed for the project; update estimate if needed.
- Coordinate Right of Way ("ROW") plan approval including obtaining all clearances and other approvals needed from CDOT and/or other applicable governing agencies if needed for the project.
- Attend Right of Way Plan Review (ROWPR) meetings as needed, if needed for the project; document content of topics discussed in each meeting and distribute content to all appropriate parties.
- Prepare from City templates, review and assist with the negotiations of all legal documents necessary for land acquisition and relocation activities. Documents may include Purchase and Sale Agreements, Deeds, Railroad Agreements, License Agreements and Permanent and/or Temporary Agreements.
- Work with City Agencies to prepare estimates for acquisitions and relocations.

- **Appraisal and Appraisal Review Activities:**

- Coordinate and hire appraisers in consultation with the City.
- Work directly with the appraiser(s) and property owner(s) to coordinate all due diligence activities so the appraisal(s) for each acquisition can be drafted in accordance with the guidelines as established by the CDOT appraisal manual or other applicable guidelines.
- Coordinate appraisal process with title work plans and legal descriptions.
- Coordinate all activities to obtain a Fair Market Value (“FMV”) Report for each acquisition, if applicable.
- Prepare value findings when appropriate.
- The City, in its sole discretion, shall either select and/or approve all of the appraisers for each particular project and such appraisers shall be subcontractors of the Contractor.

- **Acquisition:**

- Coordinate the preparation, negotiation, execution and delivery of all necessary documents including:
 - Notices of intent to acquire
 - Offer letters and summary of just compensation
 - Final offer letters
 - Last written offer letters
 - Land acquisition and relocation documents
- Conduct negotiations with each owner for the acquisition of the needed property rights in accordance with all applicable Federal, State and City and County of Denver rules, regulations, statutes, ordinances and Executive Orders.
- Provide property management duties.
- Obtain all required documentation to ensure a successful closing of interests in real estate including partial releases/subordinations and tax pro-rations.
- Coordinate and attend all real estate closings.
- Provide escrow services as needed

- **Relocation:**

- Complete Acquisition Stage Relocation Plan (7-B Study) of affected properties.
- Interview relocatees to determine special relocation needs.
- Search for availability of suitable replacement sites.
- Determine if relocation can be accomplished in the time frame given.
- Prepare Relocation Determinations, payments requests and settle claims for moving costs.
- Obtain at least two moving estimates from commercial movers: present list of approved moving benefits to each business and offer relocation assistance as needed.

- **Closing Matters:**

- Obtain and update all title commitments as needed.
- Obtain title insurance based upon property final settlement amount or as otherwise directed by the City.
- Secure all necessary releases and/or subordination documents and associated costs.
- Coordinate and manage all activities in order to conduct a successful real estate closing for all acquisitions.
- Create, maintain and submit comprehensive project files for each closing. Said file shall include all pertinent documents related to closing of the acquisition.

- **Escrow Services:**

- Set up escrow account, funded by the project, and administer all payments for each project as directed by the City.
- Create and maintain a master spreadsheet of all escrow account activity; submit to City representative no less than once per month.

- **Litigation Support:**

- Supporting the City Attorney's Office with condemnation cases and provide litigation support including coordination with the appraiser, negotiator, and expert witnesses; assist with exhibits.

Exhibit B

(Exhibit on Following Page)

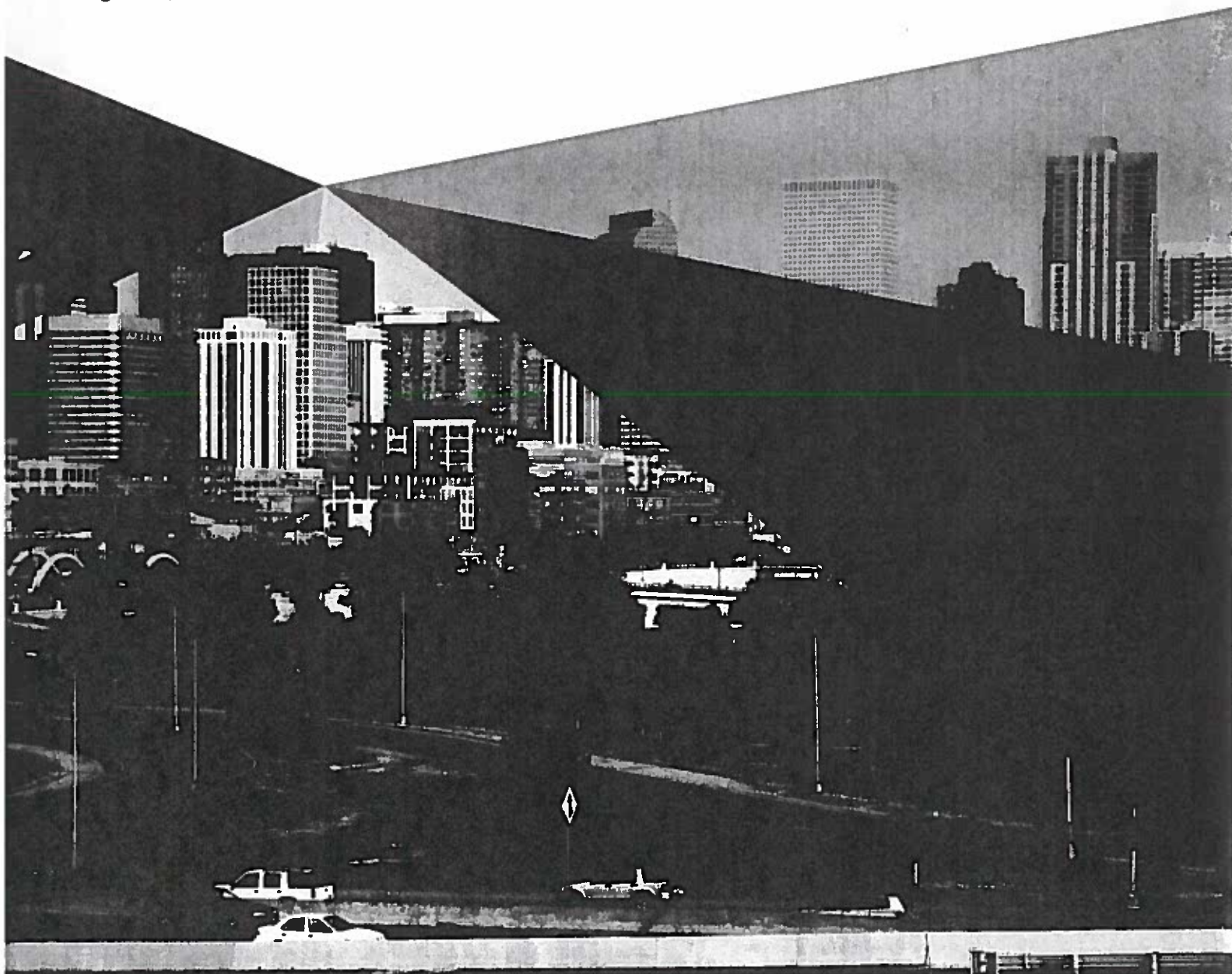
CITY AND COUNTY OF DENVER

ATKINS

Statement of Qualifications for

Land acquisition consultants

May 15, 2015



Cost of the proposed services to the City

Scope of work item	Atkins and WSLS ROW staffing and hourly rates	Approximate staffing mix
Due Diligence Activities	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130) • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<p>Team Leader - 15%</p> <p>Agent III - 30%</p> <p>Agent II & I - 40%</p> <p>Support Staff - 15%</p>
Activities related to land acquisition and relocation	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130) • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<p>Team Leader - 20%</p> <p>Agent III - 30%</p> <p>Agent II & I - 40%</p> <p>Support Staff - 10%</p>
Appraisal and Appraisal Review	<ul style="list-style-type: none"> • Dennis DeVore (Fixed fee of \$1,800 for review of City's appraisal and \$1,100 for review of the Owner's appraisal) • Fees for third party appraisals are a separate pay item at actual cost 	<p>Team Leader - 20%</p> <p>Review Appraiser - 50%</p> <p>Agent III - 10%</p> <p>Agent II & I - 10%</p> <p>Support Staff - 10%</p>
Acquisition	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130), • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<p>Team Leader - 10%</p> <p>Agent III - 30%</p> <p>Agent II & I - 40%</p> <p>Support Staff - 20%</p>
Relocation	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130), • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<p>Team Leader - 10%</p> <p>Agent III - 40%</p> <p>Agent II & I - 40%</p> <p>Support Staff - 10%</p>

Scope of work item	Atkins and WSLs ROW staffing and hourly rates	Approximate staffing mix
Closing Matters	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130), • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<ul style="list-style-type: none"> Team Leader - 15% Agent III - 30% Agent II & I - 40% Support Staff - 15%
Escrow Services	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130), • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<ul style="list-style-type: none"> Team Leader - 10% Agent III - 10% Agent II & I - 10% Support Staff - 70%
Litigation Support	<ul style="list-style-type: none"> • Jay Kramer (Team Leader - \$195) • Phil Mazur (Team Leader - \$150) • Dan Michna (Agent III - \$120) • DeAnn Franklin (Agent III - \$130), • Val Kindgren (Agent II - \$100) • Hervey Smith (Agent II - \$100) • John Doty (Agent II - \$90) • Jennifer Mazur (Agent 1 - \$75) • Cynthia Forsythe (Support Staff - \$65) 	<ul style="list-style-type: none"> Team Leader - 60% Agent III - 15% Agent II - 15% Support Staff - 10%

Exhibit C

(Exhibit on Following Page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2015

Page 1 of 2

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

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

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C.NO./EXT):	877-945-7378	FAX (A/C.NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	INSURER A:	Greenwich Insurance Company	22322-001
	INSURER B:	American Guarantee & Liability Insurance	26247-001
	INSURER C:	Underwriter's at Lloyds	15792-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 23749757

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 NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CGG740901604	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		CAH740901704	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		AUC924234903	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWG740901504	4/1/2015	4/1/2016	<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
C	<input checked="" type="checkbox"/> Professional Liability			B080111209P15	4/1/2015	4/1/2016	\$1,000,000 Each Claim & \$1,000,000 Annual Aggregate 11/11/1961 Retrodate \$ 160,000 Self Insured Retention


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

Real Estate Right of Way Services - On call

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Automobile Liability.

Umbrella policy is follow form.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Director of Real Estate 201 West Colfax Avenue, Dept. 1010 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 
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Call: 4791462 Tpl: 2003984 Cert: 23749757 © 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Greenwich Insurance Companies Best Rating A XV
 American Guarantee and Liability Insurance Company Best Rating A+ XV
 Underwriters at Lloyd's London AM Best Rating: A XV.

Professional Liability policy written on claims-made basis.

There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability, Workers Compensation and Umbrella coverages.

The General Liability policy includes a Severability of Interest Clause.

General Liability and Professional Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of The City and County of Denver, its elected and appointed officials, employees and volunteers with respects to General Liability.

Commercial General Liability coverage includes Independent Contractors and Contractual Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES OR
CONTRACTORS- COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

A. LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this Policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this Policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this Polley be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this Policy be primary.

All terms, conditions, exclusions and limitations of this Policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.



All other terms and conditions of this policy remain unchanged.

(Authorized Representative)

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name of Persons or Organization: Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

Information required to complete this Schedule, if not shown in the Declarations.

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the Greenwich Insurance Company

Premium \$

Effective Date 4/1/2015 Expiration Date 4/1/2016

For attachment to Policy No. CGG740901604

Issued To Atkins North America, Inc.



Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

Rnd. Serial No. 17

POLICY NUMBER: CGG740901604

COMMERCIAL GENERAL LIABILITY
CG 02 2410 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- . COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable *to* this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common

Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



POLICY NUMBER: CAH740901704

XIC4051007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the CANCELLATION Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:

SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY_ PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice:90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in PART SIX "" CONDITIONS, D. Cancelation of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The infonnation below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 1, 2015 Policy No. CWG740901504 Endorsement No.

Insured ATKINS NORTH AMERICA, INC.

Insurance Company Greenwich Insurance Company Countersigned by _____

CONTRACT ENDORSEMENT

INSURED: WS Atkins Plc
and as more fully defined in the contract

PERIOD: 1 April 2015 to 31 March 2016

TYPE: Insurance of
UK PI Generic Primary

UNIQUE MARKET REFERENCE: B080111209P15

ENDORSEMENT REFERENCE: 0002

EFFECTIVE DATE: 1 April 2015 local standard time at the address of the Insured.

It is hereby noted and agreed that with effect from the effective date above the following General Condition is added to the policy:

"If INSURERS cancel this policy prior to its expiry date by notice to the INSURED for any reason, INSURERS will send written notice of cancellation to the persons or organizations listed in the schedule to be created and maintained by the INSURED (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the INSURED.

The INSURED will provide an updated copy of the Cancellation Notice Schedule to Insurers on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. INSURERS have no legal obligation of any kind to any such person(s) or organization(s). Any failure to provide advance notice of cancellation to the person(s) or organization(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon INSURERS, will not extend any policy cancellation date and will not negate any cancellation of the policy.

INSURERS are not responsible for verifying any information in any Cancellation Notice Schedule, nor are INSURERS responsible for any incorrect information that the INSURED may use."

All other terms and conditions remain unaltered.