

**ON-CALL PROJECT MANAGEMENT AGREEMENT SBE**

between

**THE CITY AND COUNTY OF DENVER**  
and  
**LS GALLEGOS & ASSOCIATES INC**

**Contract No. 202369768-00**

**THIS AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **LS GALLEGOS & ASSOCIATES INC.**, (the "Consultant"), a Colorado corporation, whose address is 116 Inverness Drive East, Suite 355, Englewood, CO 80112.

**RECITALS**

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

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

**SECTION 1 – ENGAGEMENT**

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

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

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

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

## SECTION 2 – CONSULTANT’S SERVICES

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

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

2.03 Professional Responsibility; Task Requirements.

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

2.04 Program and Budget.

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

2.05 Coordination and Cooperation.

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

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

2.06 Personnel Assignments.

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

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

2.07 Basic Services.

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

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

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

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

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

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

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

3.05 Maximum Contract Amount.

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

3.06 Appropriation and Funding.

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

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

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

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

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

4.02 Termination.

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

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

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

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

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

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

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

## **SECTION 6 – GENERAL PROVISIONS**

### **6.01 City’s Responsibilities.**

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

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

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

#### 6.02 Ownership of Documents.

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

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

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

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

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

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

6.07 Insurance.

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

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

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

6.08 Indemnification.

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

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

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

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

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

- Sections 1 through 6
- Exhibit E
- Exhibit A

Exhibit B  
Exhibit C  
Exhibit D

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

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

6.13 Conflict of Interest.

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

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

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

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

6.17 Proprietary or Confidential Information.

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

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

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

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

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

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

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

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

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

to the Consultant: LS Gallegos & Associates Inc  
116 Inverness Drive East, Suite 207  
Englewood, Colorado, 80112

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

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

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

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

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

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

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

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

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**Contract Control Number:** DOTI-202369768-00  
**Contractor Name:** LS GALLEGOS AND ASSOCIATES INC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

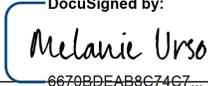
\_\_\_\_\_

By:

\_\_\_\_\_

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

DOTI-202369768-00  
LS GALLEGOS AND ASSOCIATES INC

By:   
6670BDEAB867467...

Name: Melanie Urso  
(please print)

Title: Chief Operating Officer  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A

### SCOPE OF WORK

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

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

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

## Exhibit B

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

#### CONSULTANT TEAM MEMBERS

Prime Consultant: LS Gallegos & Associates Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
PM1/Asst PM	Project Management	\$165.00
PM2	Project Management	\$210.00
Sr PE/PM3	Project Management	\$280.00
Principal-in-Charge/Sr PM	Project Management	\$295.00
Sr Scheduler	Scheduling Support	\$225.00
Sr Cost Estimator	Estimating Support	\$225.00
Document Control Mgr	Project Controls	\$145.00
Project Controls Mgr	Project Controls	\$190.00
Sr. Project Controls Mgr	Project Controls	\$225.00
Lead Project Mgr-PM/CM	Project Management	\$295.00
Quality/Risk/Procurement Mgr	Project Management	\$265.00
Inspector	Construction Observation	\$140.00
Sr. Inspector	Construction Observation	\$165.00
Construction Manager	Project Management	\$175.00
Sr. Construction Manager	Project Management	\$195.00
Administrative Assistant	Administration	\$115.00

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

**REIMBURSABLE EXPENSES**

Prime Consultant: LS Gallegos & Associates Inc.

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

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

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

**Actual Costs**

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: CIG Public Relations \_\_\_\_\_

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Executive oversight	\$226
Chief Creative Officer	Creative oversight	\$205
Senior Counselor	Executive oversight	\$205
Sr. Strategic Director	Strategic counsel	\$200
Counselor II	Project oversight	\$179
Counselor I	Project oversight and coordination	\$148
Account Supervisor	Project Management	\$135
Creative Art Director	Creative project management and graphic design	\$132
Senior Associate	Project management and coordination	\$127
Assoc. Creative Director	Creative project coordination and graphic design	\$121
Associate II	Mid-level project management and coordination	\$104
Graphic Design	Graphic design	\$100
Web Designer	Web design	\$88
Associate I	Project support	\$88
Administrative	Administrative support	\$84
Specialist	Entry-level project support	\$71
Account Coordinator	Entry-level project support	\$39

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

**REIMBURSABLE EXPENSES**

Sub-Consultant: CIG Public Relations \_\_\_\_\_

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

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

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$. 25____/ each
Copies (8 1/2 x 14")	\$. 25____/ each
Red-line copies	\$ n/a____/ S.F.
Reproducibles	\$ n/a____/ page



**REIMBURSABLE EXPENSES**

Sub-Consultant: Civil Technology Inc.

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

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

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.50 / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ NA / page





## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Conzor Engineers, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 240
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 224
Senior Transportation Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 216
Senior Project Manager	Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 204
Principal Planner	Manages and performs technical tasks for complex projects or a number of large projects. Identifies and resolves problems as the arise. Provides direction for planning reports, analysis and report preparation, preparation of technical graphics and planning-level cost estimates.	\$ 200
Senior Transportation Engineer II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$ 180
Senior Planner III	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. Provide technical guidance and leads tasks throughout project.	\$ 166
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 164
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 160
Senior Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 156
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and schedules.	\$ 152
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 150

Planner IV	Manages and supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. Leads tasks associated with a multimodal planning project.	\$ 146
Transportation Engineer II	Preparation of engineering drawings, analysis and report preparation.	\$ 146
Construction Engineer II	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 142
Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 136
Construction Manager	Creates and manages construction schedules; Performs pre-and post- installation field reviews; shares lessons learned from installations, manages integration and testing infield.	\$ 136
Data Services Manager	Coordinates and collects traffic and transportation data. Reviews and summarizes data for use in engineering evaluations.	\$ 136
EIT IV	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer. Leads technical tasks during engineering studies.	\$ 130
Planner II	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 126
ITS Engineer	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 126
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 126
ITS Construction Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and	\$ 126
Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 110
Senior Construction Inspector	Performs and supervises complex construction tasks. Thorough technical knowledge of testing requirements.	\$ 126
Senior TIM Coordinator	Manage and/or staff traffic management center	\$ 110
Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 104
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 104
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 98
Technical Specialist I	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts.	\$ 96
EIT	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 92
Construction Engineer	Performs and supervises complex construction tasks. Professionally licensed with technical knowledge of engineering specifications and constructions quality requirements.	\$ 90
Construction Inspector	Provides oversight of construction projects, monitoring progress and ensuring adherence to contract and subcontract terms, performance, quality requirements and engineering specification.	\$ 90
Data Analyst	Performs data analysis and reporting	\$ 88

Junior Transportation Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 72
Intern	Performs data collection, analysis, and drafting assignments under the direction of professional staff	\$ 50
Project Administrator	Responsible for all accounting aspects of project.	\$ 134
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 90
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 60

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

**REIMBURSABLE EXPENSES**

Sub-Consultant: Conzor Engineering, LLC

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

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

**Actual Costs**

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



**REIMBURSABLE EXPENSES**

Sub-Consultant: V-1 Consulting, LLC

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

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

**Actual Costs**

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

## EXHIBIT C

### Key Personnel

The Team Qualifications for Individual Key Personnel lists the names, titles and responsibilities of our professional staff and subconsultants as well as brief biographical data on the Key Project Members including availability, expected contribution and other major project commitments. The table in this section shows personnel knowledge of the 10 PMBOK knowledge areas. Attachment 2 Consultant Team Member and Sub-Consultant Team Member forms can be found at the end of this tab.



**Jonathan Spencer, PE**  
**Principal-in-Charge/Sr. Project Manager**  
**LS Gallegos & Associates Inc.**

Mr. Spencer has over 43 years of experience in program and project management ranging from conceptual planning through implementation. He has coordinated

and directed project activities to meet client needs at major transportation hubs including Amtrak's Northeast Corridor, NYC Transit and Port Authority Trans Hudson (PATH) commuter rail facilities, and John F. Kennedy, La Guardia, and Newark Airports. Mr. Spencer has served as a Program Manager for LSG's two on-call PMOC contracts and prior to that as Task Order Manager on several FTA PMOC assignments. He has provided construction management/safety certification of the MAX Bus Rapid Transit (BRT) system in Fort Collins, CO.

Mr. Spencer is experienced in establishing schedules and budgets for design and construction; managing owner in-house and consultant design teams; implementing design/build contracts for key project components; and coordinating construction management, design, and facility teams during construction. **Mr. Spencer is experienced in team building and conflict resolution. He served as an in-house Project Delivery Leader overseeing a group of 15-20 project managers delivering a portfolio of approximately 80 projects representing approximately \$67M in consulting fees, ensuring that work products met client requirements, were of high quality and met the company's financial performance standards.** In that role he trained project managers how to lead projects following principles described in the 10 PMBOK Knowledge Areas. He has led teams in preparing EISs and EAs to acquire NEPA clearance for transportation projects. He has led and supported stakeholder and public outreach activities on all stages of project implementation from planning through construction.

**Availability: 50%**

**Expected contribution to contract: 20%**

**Years of Experience: 43**

#### **Experience on Similar Projects:**

- RTD-Denver Gold Line Corridor EIS & Preliminary Engineering,
- Utah Transit Authority Medical Center LRT Line, University LRT Line,
- PMOC oversight of projects in Phoenix AZ, Chesterton, IN and Minneapolis, MN

#### **Current Project Commitments:**

- FTA PMOC



**Kieth Fiebig, PE, CCM**  
**Lead Project Manager-PM/CM**  
**LS Gallegos & Associates Inc.**

Mr. Fiebig brings more than 37 years of experience in the transportation engineering industry, including over 25 years in construction project management and consultant contract administration, as well as oversight, inspection, and testing. He provides a hands-on approach to the construction administration with continuous involvement throughout the project. Mr. Fiebig will use his experience and knowledge to provide technical support with design reviews, value engineering, constructability reviews, construction and progress reviews, scheduling, contract administration, submittal reviews, and overseeing the DOT Finals documentation during construction. He is highly competent in developing, reviewing, and evaluating construction quality, cost estimates, schedules, quality management plans, finals documentation, and DOT construction materials documentation books. He has extensive experience with design-build procurement and oversight management, bridge and highway design and construction; construction materials engineering; and geotechnical engineering. **Kieth will provide his leadership abilities to our team and bring his understanding of DOTI's processes along with providing as-needed communication and collaboration with DOTI's project leadership team.**

**Availability:** 60%

**Expected contribution to contract:** 20%

**Years of Experience:** 37

**Experience on Similar Projects:**

- DOTI's Platte to Park Hill Drainage
- DOTI's Central Park Blvd I/C with I-70
- Colorado Springs PPRTA Annual Program
- CDOT EB US36 CM/GC Emergency Repair
- Eagle P3 Commuter Rail Denver RTD
- Gordie Howe International Bridge, Detroit, MI

**Current Project Commitments:**

- PPRTA
- DOTI Task Orders
- CDOT Projects



**Dennis McGrath**  
**Senior Scheduler**  
**LS Gallegos & Associates Inc.**

Mr. McGrath has over 20 years of experience in project owner relationships, value engineering, design/build projects, design coordination, subcontract and material procurement and contract negotiations and estimating. He is versed in what it takes to deliver projects of varying scale in both conventional and alternative delivery methods on time and within budget. Mr. McGrath specializes in project owner relationships, value engineering, design/build experience, design coordination, subcontractor coordination, material procurement, contract negotiations including terms and conditions, change orders, and contract close-out. He is proficient in HCSS HeavyBid estimating software, AutoCAD drafting software, Primavera project scheduling software and Timberline Job Cost software.

**Availability:** 100%

**Expected contribution to contract:** 80%

**Years of Experience:** 20

**Experience on Similar Projects:**

- North Metro Rail Line
- Southeast Rail Extension project
- Eagle P3 project

**Current Project Commitments:**

- n/a



**Jim Webb, PE, PMP**  
**Quality & Risk Mgmt./Procurement**  
**LS Gallegos & Associates Inc.**

Mr. Webb has over 27 years of experience encompassing the procurement, partnering, environmental, design, construction, and operational phases, including 19 years of program management, project management and technical experience on rail, transit, and highway projects. He has extensive experience interfacing with FTA, FHWA, Utah Department of Transportation (UDOT) and local municipalities on multiple processes and projects. He has several years of transit experience with FTA Regions 8 and 9 in western states including FTA PMOC Oversight experience on BRT, LRT and CRT projects. Mr. Webb has designed, managed, and delivered multiple light rail, highway, and structural infrastructure projects, often coordinating with multiple stakeholders, and utilizing a variety of funding sources. He managed and/or created multiple transit criteria (BRT, LRT and CRT) manuals including Utah Transit Authority, UDOT, Orange County Streetcar, and Valley Metro Light Rail (Phoenix). He is also familiar with many different delivery/contracting methods, including design-bid-build, design-build, and extensive CM/GC and innovative alliance contracting. Mr. Webb's several years of experience included intense partnering efforts on CM/GC Transit Projects. His experience is shared working in both the private and public sector during his career.

**Availability:** 60%

**Expected contribution to contract:** 50%

**Years of Experience:** 27

**Experience on Similar Projects:**

- FTA PMOC
- Valley Metro (Phoenix, FTA Region 9)
- NITCD (Indiana, FTA Region 5)
- Metropolitan Council (Minneapolis, FTA Region 5)
- UDOT Ogden BRT, Midvalley BRT

**Current Project Commitments:**

- FTA PMOC contract
- As needed technical support of projects



**Jason Rutt, PE, ENV SP**  
**Engineer III**  
**Consor Engineers, LLC**

Mr. Rutt is driven by a desire to successfully develop and implement infrastructure projects that are inclusive. This can be seen in his dynamic project portfolio having served Denver's residents on CCD infrastructure projects for 20 years with recent projects such as Platte to Park Hill as the deputy program implementation manager, the National Western Center as the 30% civil design lead, and the Washington Street Study as the project manager. His design skill set includes project and program planning and managing, cost modeling and budget tracking, roadway/civil design, and drainage design. These skills coupled with his strong sense of communication make him an ideal lead for the variety of challenges DOTI faces to support advancing their goals.

**Availability:** 65%

**Expected contribution to contract:** 50%

**Years of Experience:** 20

**Experience on Similar Projects:**

- City Park Golf Course
- 39th Avenue Greenway
- Washington Street Study

**Current Project Commitments:**

- Sheridan 17th Avenue to 26th Avenue
- SH 83 Kelty Trail to Bayou Gulch



**Julie Skeen**  
**Sr. Strategic Director**  
**CIG | Communications Infrastructure Group**

Ms. Skeen offers 27 years of experience in public outreach and communications, consensus building, and strategic planning specifically focused on infrastructure projects and initiatives, including direct experience supporting the City and County of Denver's National Western Center and Elevate Denver Bond programs. Julie honed her unique skill set through years of diverse experience in this industry as a communications specialist, program manager, operations manager, and marketing lead. She specializes in developing and leading clear, concise messaging and outreach programs for your most complex technical challenges. She has strong communication skills focused on communicating highly technical information. Ms. Skeen has extensive experience supporting infrastructure projects for the City and County of Denver resulting in a clear understanding of the City's processes, procedures, and preferences for conducting outreach.

**Availability:** 30%

**Expected contribution to contract:** 15%

**Years of Experience:** 27

**Experience on Similar Projects:**

- Denver Moves Everyone CCD
- Elevate Denver Bond Program
- National Western Center
- Denver Urban Renewal Authority (DURA)

**Current Project Commitments:**

- DEN Communications
- DURA
- Reimagine RTD
- National Western Center

## Supporting Personnel

**Harry Zubik**  
**Sr. Cost Estimator**  
**LS Gallegos & Associates Inc.**

Mr. Zubik is an accomplished professional with a 40-year career encompassing estimating expertise in all disciplines. He has prepared Independent Cost Estimates (ICE) at interval design milestones for infrastructure/transit, heavy highway, bridges, buildings, public utilities, marine and airport projects. Mr. Zubik is an expert user of HCSS HeavyBid software. He is a retired Lieutenant colonel of the United States Air Force and Chief of Plans, 171st Air Refueling Wing, Pitts. Additional estimating projects include E-470, ICE, DEN Concourse Expansion which include structural, concrete, architectural, mechanical, HVAC, electrical and other disciplines.

**Kristine Hughes**  
**Document Control Manager**  
**LS Gallegos & Associates Inc.**

Ms. Hughes has 18 years of multinational experience in business functions including engineering procurement, project management, architectural and construction industries specializing in petrochemicals, pharmaceuticals, and infrastructure. She has led different phases of engineering work from front-end engineering design (FEED), and end-to-end project management initiatives starting from planning to commissioning ensuring complete turnover acceptable to stakeholders. Ms. Hughes has supported sourcing and procurement strategies for engineering, petrochemical, pharmaceuticals & infrastructure materials, commodities, and capital equipment and established optimization initiatives in collaboration with material and cost management.

**Rachael Bray**  
**Project Manager**  
**LS Gallegos & Associates Inc.**

Ms. Bray has over 30 years of progressive experience in Program and Project Management at various organizations including over 15 years as a contract employee with City and County of Denver at DEN. She has worked on various vertical and horizontal projects inside and outside the airport boundaries ranging from budgets of \$150K to over \$80M. The projects include installing new and repairing existing infrastructure systems (electrical, fire alarm, controls, plumbing/underground sewer systems/sanitary Lift Station improvements, energy efficiency (EPC). She has experience with CCD Standard Specifications for General Contract Conditions and is familiar with standard construction details including underground work. She also provides scope, budget, and schedule options. Ms. Bray has proven strengths in administration of project and program management including ADA implementation in projects. She is task-oriented and capable of handling multiple large and small projects.

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**Melissa Rosas, PE**  
**Engineer III**  
**Conсор Engineers, LLC**

Ms. Rosas is a resident of north Denver and has more than 20 years of experience in the transportation industry, having focused her career on performing projects within Denver that improve the safety and efficiency of transportation systems. Melissa has worked on a range of CCD projects, from small intersection improvements to some of Denver's largest projects like the RiNo Portfolio and National Western Complex, giving her valuable insight on what is needed for a project to succeed.

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**Besharah Najjar, PE**  
**Project Manager/Engineer V**  
**Civil Technology Inc.**

Mr. Najjar's objective is to provide effective leadership in the development and implementation of public infrastructure projects regarding project management, scheduling, contract administration, quality assurance, and constructability review to align with the project owner's goals, objectives, policies, and priorities. He is a registered Professional Engineer in the State of Colorado, Chair of the Technical Steering Committee of the Urban Watershed Research Institute Colorado Association of Stormwater and Floodplain Managers Association of State Floodplain Managers American Public Works Association.

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**Mark Percy**  
**Sr. Project Manager II**  
**Civil Technology Inc.**

Experienced project professional who has managed projects from the Design and / or Construction disciplines and understands projects from the Designer's, Contractor's, and the Owner's perspectives. Mr. Percy delivers valuable leadership, guidance, and coaching to CTI's internal teams in the areas of project and program management, construction management, and design management. His expertise contributes significantly to ensuring the successful development and delivery of multiple applications. Additionally, Mr. Percy is fully prepared to provide on-site support for municipal projects, including field surveys, drawing reviews, and project management from initiation to closeout.

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**Deodatius Mashitaki**  
**Project Manager I**  
**Civil Technology Inc.**

With over 40 years of experience in the construction industry Mr. Mashitaki's work history highlights include the following: DEN Concrete and asphalt recycle yard manager; Landside civil inspection (Pavement Annual Rehab program, Surface Parking Lots); Document control systems - tracking contract documents from project inception to handover and throughout warranty periods; Quality control/quality assurance management; Project scheduling, schedule mitigations and claims; and Construction project management (estimating and scheduling.) Mr. Mashitaki possesses numerous construction certifications and is a Doctor of Science, Engineering Management, and Master of Engineering Administration from George Washington University.

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**Larry Larson**  
**Project Manager**  
**CMTS, LLC**

Mr. Larson has 40 years of experience in Program Management, Project Management and General Contracting. He has significant hands-on experience with Design Phase document reviews, cost management, scheduling, constructability analysis, construction planning and execution. Mr. Larson has substantial Pre-Construction services experience with construction delivery packaging, procurement, selection review and contracting. He is an expert in Construction Phase contract administration, Design/Build delivery, CM/GC fast-track delivery, quality control, general construction means and methods, coordination of subcontractors and contract closeout.

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**Tysheina Robertson, MS, CQA, CMQ/OE**  
**Quality Manager**  
**CMTS, LLC**

Ms. Robertson is a quality professional with more than 20 years of combined design, construction, program, project, and quality management experience in heavy construction and water resources for public and private capital improvement projects. Ms. Robertson has worked on Project Connect Program in Austin TX (US \$7.1B) project of Connect's Full System Plan consisting of three light rail lines, for a total of 36 miles of track and 40 stations including the Downtown Transit Tunnel, four new BRT routes, for a total of 74 miles and 193 stations, new commuter rail service and improvements to existing Metro Rail stations, three new Metro Express commuter bus routes, fourteen new park and rides, improved bus service and stop amenities

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**Theodore Rigo, PE**  
**Project Manager**  
**CMTS, LLC**

Mr. Rigo has more than 40 years as a civil engineer providing senior project management and leadership for the successful execution of planning, design and construction of aviation and other transportation projects, ensuring they are completed on time, within budget, and exceed client expectations. Mr Rigo is a Professional Engineer in Virginia, Arizona, Colorado, Illinois, Missouri, Nevada, Utah, and Washington.

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**Victoria Meunier**  
**Scheduler**  
**CMTS, LLC**

Ms. Meunier has 18 years of experience in project controls and construction management for complex building projects. She is experienced with governmental facilities, correctional institutions, data centers, and health care facility projects. Ms. Meunier has been working on complex airport projects for the last five years. In addition to scheduling, Victoria has expertise in project controls, budgeting, and billing. She is skilled in Primavera P6, Prolog, and OSHA 10.

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**Kathryn Stevens, PE, ENV SP**  
**Senior Project Manager**  
**V-1 Consulting**

Ms. Stevens is an experienced and self-motivated Project Manager with over eight years of experience in the Aviation and Environmental industries. She is adept in all aspects of project management including planning, budget management, scheduling, stakeholder facilitation, documentation, and invoicing. She has worked directly with clients and their stakeholders to ensure all project goals are achieved within scope and budget. Kathryn has her professional engineering license in the states of Colorado and Texas.

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**Hunter Wardlaw**  
**Senior Project Manager**  
**V-1 Consulting**

Mr. Wardlaw is a senior construction project manager with more than 7 years' experience at Denver International Airport. Hunter has managed over 10 separate multi-million-dollar projects as a Project Manager and Construction Manager including a (US \$220M) Concourse Expansion. Hunter has 5 years of offshore oil and gas project engineering experience developing offshore installation procedures, managing welding production and coordinating subcontractor fabrication. Mr. Wardlaw is the DEN project director for the Small Business Enterprise Infrastructure Project Management Support Services contract, managing all project management staff to support DEN infrastructure projects.

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**Jake Hazan**  
**Sr. Associate**  
**CIG | Communications Infrastructure Group**

Mr. Hazan brings more than eight years of public relations, marketing, and advertising experience. He currently leads strategic communication outreach for the Elevate and RISE Denver Bond Programs, developing creative, digital, and earned media initiatives to educate residents about Denver's extensive efforts to preserve and enhance the city. In this role, he has contributed daily strategic and tactical planning, copywriting, support for creative development and media relations. Mr. Hazan also manages communications for CDOT's Bustang Outrider bus network. For Outrider, he is responsible for community and stakeholder outreach, media relations and strategic marketing to increase ridership and engage a diverse group of rural populations along the routes.

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**Rich Lavino, PE**  
**Scheduler**  
**LS Gallegos & Associates Inc.**

Mr. Lavino is a professional engineer (Colorado) with 26 years of experience supporting multi-disciplined teams, with project scheduling, and providing evaluations of complex engineering projects throughout a project's lifecycle. He is recognized by project partners for accomplishing the most challenging and sensitive assignments in a timely and strategic manner. He brings the necessary breadth and depth of knowledge to support the DOTI projects with his experience in an array of projects including, but not limited to, the following fields: transit, highway, airport, ferry, public works and facility construction efforts.

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**Oleg Gorlach, M.Sc.****Sr. Inspector****LS Gallegos & Associates Inc.**

Mr. Gorlach has 25 years of experience managing and supervising all phases of construction projects, including quality assurance, budget control, coordinating subcontractor activities, reviewing project schedule, supervising inspections, and maintaining project documentation. Mr. Gorlach is proficient in Oracle BIM 360, MS Project, MS Office Suite, FAA and CDOT standards and specifications. He is fluent in English, Russian and Hebrew.

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**Kelly Angel, PE, PMP****Senior Project Advisor****LS Gallegos & Associates Inc.**

Ms. Angel has 18 years of transportation engineer and program/project manager with experience leading multi-disciplined teams, addressing funding, strategic planning, design, coordination, implementation, and organizational evaluation activities for large and complex transportation programs. She has experience working with Metropolitan Planning Organizations (MPOs), state department of transportations (DOT), metropolitan transit agencies, the Federal Railroad Administration (FRA), the Federal Transit Administration (FTA) and private railroads. Her expertise includes transportation program/project management, policy development, planning, TIGER federal grant writing, contracts management, safety engineering for multimodal transportation systems including high speed intercity passenger rail, light rail, bus rapid transit, freight rail, bicycle/pedestrian, and roadway engineering. She has led strategic planning efforts including, but not limited to, an Erie County Ohio Regional freight study with the goal of the study is to better align with federal freight policy and future funding opportunities will supporting the local economy and freight-oriented industries and available workforce. Currently, Ms. Angel serves as a Task Order Manager on LSG's FTA Program Management Oversight Consultant (PMOC) team for multiple transit projects leading PMOC teams to ensure these federal funded efforts have the appropriate organizational structures in place and are appropriately managed and executed with respect to the applicable laws and regulations.

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See table below for personnel experience on the 10 PMBOK Knowledge Areas.

Firm	Personnel Name and Role on this Project	Integration Management	Scope Management	Schedule Management	Cost Management	Quality Management	Resource Management	Communication Management	Risk Management	Procurement Management	Stakeholder Management	Years of Industry Experience
Key Personnel	LS Gallegos & Associates Inc.	<b>Jonathan Spencer, PE</b> Principal-in-Charge/ Sr. PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	43
	LS Gallegos & Associates Inc.	<b>Kieth Fiebig, PE, CCM</b> Lead Project Manager-PM/CM	✓	✓	✓	✓	✓		✓	✓		37
	LS Gallegos & Associates Inc.	<b>Dennis McGrath</b> Sr. Scheduler	✓	✓	✓	✓	✓		✓	✓	✓	20
	LS Gallegos & Associates Inc.	<b>Jim Webb, PE, PMP</b> Quality & Risk Mgmt./Procurement	✓	✓	✓	✓	✓	✓	✓	✓	✓	27
	Conсор Engineers, LLC	<b>Jason Rutt, PE, ENV SP</b> Engineer III	✓	✓	✓	✓	✓	✓	✓	✓	✓	20
	Communications Infrastructure Group, LLC	<b>Julie Skeen</b> Sr. Strategic Director		✓				✓			✓	27
	LS Gallegos & Associates Inc.	<b>Harry Zubik</b> Sr. Cost Estimator		✓	✓	✓	✓	✓	✓	✓	✓	40
	LS Gallegos & Associates Inc.	<b>Rachael Bray</b> Project Manager II		✓	✓	✓	✓	✓	✓	✓	✓	30
	LS Gallegos & Associates Inc.	<b>Kristine Hughes</b> Document Controls Manager	✓		✓	✓	✓		✓	✓	✓	18
	LS Gallegos & Associates Inc.	<b>Rich Lavino, PE</b> Scheduler	✓	✓	✓	✓	✓	✓	✓	✓	✓	26
	LS Gallegos & Associates Inc.	<b>Oleg Gorlach, M.Sc.</b> Sr. Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	25
	LS Gallegos & Associates Inc.	<b>Kelly Angel, PE, PMP</b> Sr. Project Advisor	✓	✓	✓	✓	✓	✓	✓	✓	✓	18
	Conсор Engineers, LLC	<b>Melissa Rosas, PE</b> Engineer III	✓	✓	✓	✓	✓	✓	✓	✓	✓	20
	Civil Technology Inc.	<b>Besharah Najjar, PE</b> Project Manager/Engineer V	✓	✓	✓	✓	✓	✓	✓	✓	✓	35
	Civil Technology Inc.	<b>Mark Percy</b> Project Manager II	✓	✓			✓	✓	✓	✓	✓	30
	Civil Technology Inc.	<b>Deodatus Mashitaki</b> Project Manager I		✓	✓	✓	✓	✓	✓	✓	✓	40
	CMTS, LLC	<b>Larry Larson</b> Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	40
	CMTS, LLC	<b>Tysheina Robertson, MS, CQA, CMQ/OE</b> Quality Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	20
	CMTS, LLC	<b>Theodore Rigo, PE</b> Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	40
	CMTS, LLC	<b>Victoria Meunier</b> Scheduler	✓	✓	✓	✓	✓		✓			18
V-1 Consulting, LLC	<b>Kathryn Stevens, PE ENV SP</b> Sr. Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	9	
V-1 Consulting, LLC	<b>Hunter Wardlaw</b> Sr. Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	7	
Communications Infrastructure Group, LLC	<b>Jake Hazan</b> Sr. Associate Communications		✓					✓			✓	7



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/21/2023

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

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

<b>PRODUCER</b> License # 0757776 HUB International Insurance Services (COL) 111 S Tejon Street Colorado Springs, CO 80903	<b>CONTACT NAME:</b> Terri Reese <b>PHONE (A/C, No, Ext):</b> (719) 884-0704 <b>FAX (A/C, No):</b> (866) 290-9290 <b>E-MAIL ADDRESS:</b> terri.reese@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  LS Gallegos & Associates Inc 116 Inverness Drive East, #207 Englewood, CO 80112	<b>INSURER A:</b> Continental Casualty Company <b>20443</b>
	<b>INSURER B:</b> National Fire Insurance Company of Hartford <b>20478</b>
	<b>INSURER C:</b> Starstone National Insurance Company <b>25496</b>
	<b>INSURER D:</b> Allied World Surplus Lines Insurance Company <b>24319</b>
	<b>INSURER E:</b> Landmark American Insurance Company <b>33138</b>
	<b>INSURER F:</b>

**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	
A	COMMERCIAL GENERAL LIABILITY	X	X	7013681859	12/5/2022	12/5/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>Businessowners Liab.</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	
B	AUTOMOBILE LIABILITY	X	X	7036129348	12/5/2022	12/5/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	UMBRELLA LIAB	X		81455Q220ALI	12/5/2022	12/5/2023	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 5,000,000	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
E	Professional Liab.			03071634	12/5/2022	12/5/2023	3,000,000 /	3,000,000
	Excess Liability			LHA254951	12/5/2022	12/5/2023	Limit	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Contract #202369768  
 City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insureds under General Liability and Automobile Liability.

<b>CERTIFICATE HOLDER</b>  City and County of Denver Department of Transportation Infrastructure 201 W. Colfax Ave., Dept. 608 Denver, CO 80202	<b>CANCELLATION</b>  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 
--	--



**Workers' Compensation and Employers' Liability Policy**

Named Insured LS GALLEGOS & ASSOCIATES INC. 116 INVERNESS DR E STE 207 ENGLEWOOD, CO 80112-5125	Endorsement Number
	Policy Number Symbol: RWC      Number: C51437986
Policy Period 10/1/2022 TO 10/1/2023	Effective Date of Endorsement 10/1/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

City and County of Denver; Department of Transportation Infrastructure  
201 W. Colfax Ave. Dept. 608  
Denver, CO 80202

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent



**Contract Control Number:** DOTI-202369768-[[ This Amendment Number ]]  
**Contractor Name:** LS Gallegos & Associates Inc

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:** DOTI-202369768-[[ This Amendment Number ]]  
**Contractor Name:** LS Gallegos & Associates Inc

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

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

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

ATTEST: [if required]

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

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

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



**DENVER**  
**THE MILE HIGH CITY**

**REQUEST FOR QUALIFICATIONS**

**SMALL BUSINESS ENTERPRISE (SBE)  
ON-CALL PROJECT MANAGEMENT SERVICES**

**FOR**

**THE DEPARTMENT OF TRANSPORTATION  
AND INFRASTRUCTURE**

**SOLICITATION NO. 202367070**

**DATE OF ISSUANCE: April 12, 2023**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
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**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
NOTICE OF INVITATION**

**SMALL BUSINESS ENTERPRISE (SBE) ON-CALL PROJECT MANAGEMENT SERVICES  
SOLICITATION NO. 202367070**

The Department of Transportation and Infrastructure (“DOTI”) has issued a Request for Qualifications (the “RFQ”) for SBE On-Call Project Management Services. The complete RFQ documents are available for download at [www.bidnetdirect.com/cityandcountyofdenverdoti](http://www.bidnetdirect.com/cityandcountyofdenverdoti), reference solicitation no. 202367070; a link to the documents can also be found at [www.work4denver.com](http://www.work4denver.com).

**Virtual Pre-Submittal Meeting will be held at 10:00 a.m. local time, April 20, 2022, via teleconference only.** Details to access the meeting can be found on the project page at [www.work4denver.com](http://www.work4denver.com). Interested firms can also participate in the meeting by clicking on the following link: [Join via Microsoft Teams](#) or by phone at (720) 388-6219 / Conference ID: 960 553 063#. Interested firms are encouraged to attend. Consultants are responsible for any information conveyed at this meeting.

**Deadline to Submit Questions:** April 27, 2023, at 2:00 p.m. local time

**Submittals must be received by 2:00 p.m. local time on May 16, 2023** via the online electronic bid service through [www.bidnetdirect.com/cityandcountyofdenverdoti](http://www.bidnetdirect.com/cityandcountyofdenverdoti). Late submissions will not be accepted.

**General Statement of Work:** DOTI is looking for highly skilled Small Business Enterprise (SBE) led project/program managers or teams that can support effective delivery of projects by leveraging program and project management best practices to manage risk and deliver successful outcomes. The skillsets needed are varied and cover the full lifecycle of a project/program – from the initiating phase, through planning, execution, monitoring and controlling, and closeout activities. Task orders could range from discrete tasks to support specific project elements such as charter and/or PMP development to larger program management tasks such as project delivery. DOTI anticipates awarding multiple On-Call Project Management Services contracts, each with a maximum contract limit of \$3,000,000.00 for a three-year duration.

**Small Business Enterprise:** Article VII, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) grants authority to the Director of the Division of Small Business Opportunity (DSBO) to establish requirements under the Small Business Enterprise (SBE) defined pool program as related to expenditures and related contracts by and through the City and County of Denver. The participation requirement for this project is:

Small Business Enterprise (SBE) Defined Pool

Award will be strictly limited to SBE firms certified with the City and County of Denver on or before the submittal due date. § 28-205 D.R.M.C. The SBE contractor self-performance requirement is **30%**.

**General:**

As the City’s best interests may appear, the Executive Director of DOTI reserves the right to waive informalities in, and to reject any or all, responses/submittals.

**Publication Dates:** April 12, 13, 14, 2023

**Published In:** The Daily Journal

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
REQUEST FOR QUALIFICATIONS**

**SMALL BUSINESS ENTERPRISE (SBE) ON-CALL PROJECT MANAGEMENT SERVICES  
SOLICITATION NO. 202367070**

**SECTION 1 – INTRODUCTION**

This Request for Qualifications (“RFQ”) is issued for professional services for the project named above. Firms submitting a response to the RFQ will be asked, at a minimum, to state their qualifications and understanding/experience related to the project and offer their methodology to meet the scope of services defined below. The competitive selection process provided for under this solicitation will focus on the qualifications and prior history of performance on similar projects of each prime firm and the members of the prime firm’s proposed team.

**Tentative Selection Schedule:**

Advertise and Issue RFQ.....	April 12, 2023
Pre-Submittal Meeting (10:00 a.m. local time).....	April 20, 2023
Deadline to Submit Questions (2:00 p.m. local time). ....	April 27, 2023
Response (Submittal) to RFQ Due (2:00 p.m. local time). ....	May 16, 2023
Interviews.....	TBD
Tentative Notice of Selection.....	TBD
Anticipated NTP for Services.....	TBD

**SECTION 2 – OVERVIEW AND BACKGROUND**

**A. Project Overview**

The City and County of Denver (the City) is requesting that your firm submit a proposal to provide Small Business Enterprise (SBE) Project/Program Management on-call services. This procurement is a unique opportunity for SBE businesses to support delivery of DOTI projects.

The City seeks professional consulting services to augment our team and support program and project delivery to expand our internal subject matter expertise and staff capacity. We are looking for highly skilled project/program managers that can support effective delivery of projects by leveraging program and project management best practices to manage risk and deliver successful outcomes. The skillsets needed are varied and cover the full lifecycle of a project/program – from the initiating phase, through planning, execution, monitoring and controlling, and closeout activities.

The work to be performed by the selected SBE Project Management Consulting Team will be authorized at the sole discretion of the Department of Transportation and Infrastructure (DOTI) through the issuance of a Task Order. DOTI reserves the exclusive right to choose and subsequently control the nature, extent and timing of each Consultant work assignment depending upon the overall schedule of Project work, availability of funding, Consultant qualifications and performance, and other factors. The Consultant will work closely with DOTI staff and other stakeholders and consultants identified to provide the services needed to deliver successful outcomes.

DOTI anticipates awarding multiple contracts for the SBE Project Management On-Call services with a contract term of three years, and capacity of \$3,000,000.00. Task orders will be issued against the contract as projects needs and scope are defined; there is no guarantee the entire contract capacity will be utilized. DOTI will have the ability to amend the contract term up to an additional two years and/or add capacity as needed, at DOTI’s sole discretion.

### Skills & Requirements

The City is committed to delivering projects and programs leveraging the best practices laid out by the Project Management Institute Project Management Body of Knowledge (PMBOK). The City is seeking SBE lead teams that can demonstrate skills and expertise and deliver services within the 10 PMBOK Knowledge Areas, listed below.

1. Integration Management
2. Scope Management
3. Schedule Management
4. Cost Management
5. Quality Management
6. Resource Management
7. Communication Management
8. Risk Management
9. Procurement Management
10. Stakeholder Management

### **SECTION 3 – SCOPE OF WORK**

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

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

- b. Perform quality assurance
- c. Monitor and control the quality process
- 6. Resource Management
  - a. Plan the resource management process
  - b. Estimate resource needs
  - c. Support acquisition of the project team
  - d. Manage the project team
  - e. Monitor and control resources
- 7. Communication Management
  - a. Planning communication management
  - b. Develop briefing documents and presentations
  - c. Manage communications
  - d. Monitor and control communications
- 8. Risk Management
  - a. Plan risk management
  - b. Facilitate risk workshops
  - c. Identify risks
  - d. Perform qualitative risk analysis
  - e. Perform quantitative risk analysis
  - f. Plan risk response
  - g. Monitor and control risks
- 9. Procurement Management
  - a. Planning procurement management
  - b. Support development of procurement documents
  - c. Support monitoring and controlling of procurements
- 10. Stakeholder Management
  - a. Identify stakeholders
  - b. Plan stakeholder management
  - c. Monitor and control stakeholder management

#### **SECTION 4 – GENERAL GUIDELINES**

##### **A. Contract Management**

The City and County of Denver Department of Transportation and Infrastructure will manage and administer the contracts. The DOTI Project Manager (“PM”) is the City representative authorized to administer the agreements contemplated hereunder and directs and approves all services provided and work performed hereunder. The DOTI PM is:

Department of Transportation and Infrastructure  
Project Manager: Molly Veldkamp  
201 W Colfax Avenue, Dept. 605  
Denver, CO 80202

Specific task orders may be assigned by individual City project managers and City-wide funding may be utilized.

##### **B. RFQ Administration**

The Executive Director of the Department of Transportation and Infrastructure hereby designates Michele Foust, Department of Transportation and Infrastructure Contract Administration, to serve in the capacity of administrator for this selection process and will be responsible for coordination of the procedures and rules specified in this RFQ, managing this process and all other matters related to this process. In conducting the

process in a fair and equitable manner, the administrator will serve as the primary intermediary between the design professionals, the City, and the members of the Selection Committee.

All inquiries and questions regarding this RFQ shall be directed to Michele Foust in the Department of Transportation and Infrastructure in writing via email at [doti.procurement@denvergov.org](mailto:doti.procurement@denvergov.org). Any Consultant that contacts any member of the Selection Committee, other than the designated contact, from the date of issuance of the RFQ and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the City's sole discretion.

**C. Addenda**

As the City may require, addenda may be issued to supplement this RFQ. Any Consultant who downloads the RFQ from Bidnet shall receive automated notification of issued addenda. It shall be conclusively presumed that the Consultant did, before submitting a response to the RFQ, register and download the RFQ documents from Bidnet, read all addenda, posted decisions, and other items relevant to the qualifications. Consultants should acknowledge all addenda in *Tab 1* Letter of Transmittal as outlined below.

**D. Applicable Laws**

This selection process and the performance of any selected Consultant shall be subject to, governed by and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, written policies and Executive Orders of the City and County of Denver, as the same may be amended from time to time. Specifically, this process shall be governed by the provisions of the Charter and the provisions Section 20-56, DRMC.

**E. Verification of Information**

Consultants are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, Consultants are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

**F. Colorado Open Records Act**

Documents submitted pursuant to this RFQ will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Consultant if a request is made for pages of documents clearly marked as confidential and proprietary so that the Consultant may take any action it deems necessary to defend the request. The Consultant, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Consultant to be confidential and proprietary.

**G. Small Business Enterprise (SBE) Defined Pool Requirements**

The Division of Small Business Opportunity (DSBO) has designated a Small Business Enterprise (SBE) requirement for this project, submittal requirements for which are set forth in Section 7 below. This procurement and resulting contract are governed by Article VII, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the "DSBO Ordinance") and accompanying rules and regulations (collectively, the "SBE Program"). Throughout the life of the contract, the awarded Contractor (the "Contractor") will be required to comply with the SBE Program. Failure by the Contractor to comply therewith during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO.

## H. Diversity and Inclusiveness in City Solicitations

Effective January 4, 2016, the method in which City collects Diversity and Inclusiveness data has changed from a physical form to a link where all prospective bidders must enter required information. Each Consultant shall, **as a condition of responsiveness to this solicitation**, complete and submit via the link below, their response to the “Diversity and Inclusiveness in City Solicitations Information Request Form”. Include a copy of the completed form with submittal as indicated in the Submittal Requirements section.

### [Diversity and Exclusivity in City Solicitations Form](#)

The information submitted on the “Diversity and Inclusiveness in City Solicitations Information Request Form” will provide an opportunity for City Consultants to describe their own diversity and inclusiveness practices. Consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Consultant’s current practices, if any.

Diversity and Inclusiveness information provided by City Consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Consultants will be in such reports.

Executive Order 101 is available for review at: [Executive Order 101](#)

## I. Contract Review

Consultants shall undertake a detailed review of the Sample Agreement (**Attachment 3**) and submit with their submittal a list of all questions, issues, or requested modifications which the Consultant would like the City to review and address, should they be selected as the top ranked Consultant. The City shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues. Therefore, all Consultants are strongly advised to seek legal counsel prior to preparing such a list. The Consultant waives, and the City reserves the right not to consider, any concern or request for modification to the Sample Agreement not submitted with their submittal. Comments submitted pertaining to the Sample Agreement do not count toward the prescribed page limits.

## J. Insurance Required

The selected Consultant for this Project shall be required to strictly comply with the Insurance and Indemnification requirements set forth in the Sample Agreement (**Attachment 3**). The selected Consultant, all other primary firms and all subcontractor firms performing work or providing services for the Project will be required to obtain insurance coverage in the amounts and under the terms and conditions specified therein. As such, each Consultant shall submit with their submittal in the Letter of Transmittal, a statement indicating the firm’s intention to comply with the insurance requirements of this agreement.

## K. No Discrimination in Employment

In connection with the performance of work under this contract, the selected Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

## L. Rules and Regulations Regarding Equal Employment Opportunity

The Rules and Regulations Regarding Equal Employment Opportunity have been promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of ensuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age religion, marital status, political opinion or affiliation or mental or physical handicap and

meet certain requirements for the hiring, training, promotion, and treatment during employment of members of ethnic groups subject to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian Groups.

#### **M. Submission Ownership, Use and Rights**

The City reserves the option of retaining any or all of the materials and drawings submitted in response to this RFQ. Any unique or exclusive concepts or features represented in the submission documents shall remain the property of the author. They may not be used by the City or other parties to design or construct any facility, in whole or in part, without the further agreement of, and compensation to, the authoring party.

### **SECTION 5 – SELECTION PROCESS**

Each Consultant must comply with the submission requirements as outlined below. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that Consultant or the Consultant's submittal by the City.

#### **A. Selection Process Overview**

The Selection Committee shall review the written responses to the RFQ. All firms will receive written notice of the results of the Committee's evaluation, with announcement of the firms whose submittals are accepted for shortlist, if applicable. In making the selections under this solicitation, the Selection Committee will focus on the submittals and possible interviews of the applicants, general qualifications, and prior history of performance in accordance with the selection criteria set forth below.

The selection process will proceed, under the oversight and direction of the DOTI PM as follows:

1. As provided for in the RFQ documents, selected Consultant teams, as screened by a City Selection Committee, may be invited to participate in the interview phase. The Selection Committee will make the final selection and recommendation following a comprehensive RFQ evaluation process.
2. In making the selections under this RFQ, the City and the Selection Committee will focus on the submittals and presentations of the Consultant's general qualifications, team make-up and prior history of performance in accordance with the selection criteria set forth in this RFQ. Any teams that are selected to participate in the interview process will receive additional information prior to the interview.
3. At any stage, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities, or omissions in submittals, all as the best interests of the City may appear.

#### **B. City Selection Committee**

The Selection Committee is charged with the responsibility of reviewing and evaluating all responsive submittals and other information received in accordance with the requirements of this solicitation, later directives from the City and the official advertisement. In assessing the strengths and weaknesses of each Consultant, the Selection Committee may, at its discretion, request clarification of any response to this solicitation or other issue that may arise during the selection process. The City reserves the right to include or allow the Selection Committee to consult with any additional, non-voting "commentators" during the selection process.

**Any Consultant that contacts any member of the Selection Committee regarding this solicitation from the date of issuance and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the City's sole discretion.**

### C. Evaluation Criteria

The Evaluation Criteria that will be used to score the RFQ submittals includes the following:

1. Qualifications and experience of the Small Business Experience and their team (if applicable) in program and project management.
2. Qualifications and experience of key personnel, highlighting project and program management in the 10 knowledge areas.
3. Provide up to three project examples and associated references that support qualifications and experience.
4. Demonstrated commitment to quality and responsiveness.
5. Approach to conflict resolution, team building, and/or consensus building through your work, particularly during challenging times.
6. SBE Requirements (**Responsive/Non-responsive**): Proposers must be SBE certified by the City and County of Denver in the scope of work that they will self-perform.
7. Diversity and Inclusiveness (**Responsive/Non-responsive**): Team provides a copy of the form generated by completing the “Diversity and Inclusiveness in City Solicitations Information Request Form” (**Attachment 1**) at the link provided.
8. Diversity and Inclusiveness: Demonstrated commitment to diversity and inclusiveness via the responses on the “Diversity and Inclusiveness in City Solicitations Information Request Form”.

### SECTION 6 – SUBMITTAL REQUIREMENTS

Consultants shall submit their RFQ Response in PDF format **no later than 2:00 p.m. local time, May 16, 2023**; late submissions will not be accepted. Responses must be received via the electronic bid service [www.bidnetdirect.com/cityandcountyofdenverdoti](http://www.bidnetdirect.com/cityandcountyofdenverdoti). Responses are limited to the following:

- Pages are to be numbered in sequence and font size will be at least 11-pt.
- Graphics or charts that would not present well on 8½” x 11” size paper may be presented on 11” x 17” size paper and will count as one page each. The 11-pt. font requirement does not apply to graphics.
- Sections shall be labeled or tabbed for easy reference.
- Submittals shall not exceed 35 pages in length. (**Note:** This page limit **is not** affected by cover pages, divider sheets, comments relating to the Sample Agreement, or any other required forms.)

Some requested information may overlap; it is at the Consultant’s discretion how their information will best be organized and presented among the sections. Submittals shall use the following tabulation and numbering:

#### **Tab 1: Letter of Transmittal and Required Documents**

(Tab contents do not count toward overall page limit)

- a. Cover Letter: Clearly indicate the *single contact* (principal-in-charge/Contract Manager/etc.), mailing address, telephone, and email address that will be used as a single point-of-contact should a contract be awarded. Detail unique features of the organization and the project team that make the Consultant uniquely suited to undertake this specific project. Acknowledge receipt and compliance with any addenda issued during the procurement.
- b. Affirmative Statement: Include an affirmative statement indicating willingness to strictly comply with the Insurance and Indemnification requirements set forth in the Sample Agreement (**Attachment 3**).
- c. Certificate of Good Standing: Include Certificate of Good Standing from Colorado Secretary of State Website.

- d. Diversity and Inclusiveness: Consultants shall include a copy of the Diversity and Inclusiveness Form (**Attachment 1**) indicating successful completion and submittal of this required form as a condition of responsiveness. The form must also be submitted via the [link](#) provided.

**Tab 2: Team Qualifications – Firms**

- a. Describe the qualifications and experience of the firm as indicated by prior successful completion of similar projects along with client reference for each listed scope requirement.
- b. Highlight relationships between the Consultant Team members and their joint successful work history on similar projects/programs (if applicable).
- c. Provide supporting information for how the firm will successfully provide the anticipated services noted in Section 3 – Scope of Work.

**Tab 3: Team Qualifications – Individual Key Personnel**

- a. List the names, titles, and responsibilities of key professional staff (including sub-consultants) that are expected to work on the Project if awarded the contract.
- b. Provide brief biographical data of the key project members. Describe qualifications and experience of the key individuals, (including sub-consultants) who will be assigned to this project, as indicated by prior involvement in similar projects.
- c. Indicate the expected contribution of each of these key personnel as a percentage of the total effort and their respective workload during the contractual period for the anticipated services including key sub-consultants.
- d. State other major project commitments of the key project members and firm(s) involved (existing and projected). Provide assurance the staff proposed will be the staff assigned, visible, and working on the Project.
- e. Include complete Consultant Team Member and Sub-Consultant Team Member forms (**Attachment 2**).

**Tab 4: Project Experience**

- a. Provide up to three project examples and associated references.

**Tab 5: Commitment to Quality and Responsiveness**

- a. Describe commitment to quality and responsiveness by relaying the approach to be taken by the consultant and team about the following:
- b. Managing cost escalations, clearances, sustainability, and stakeholder acceptance.
- c. Adherence to baseline schedule and meeting of deadlines
- d. Specification Development
- e. Quality Control of work product
- f. Value Engineering/Alternatives to stay within existing budget
- g. Managing scope and cost creep and expectations

**Tab 6: Approach to Conflict Resolution and Team Building**

- a. Describe Consultant’s conflict resolution process
- b. Provide collaboration and team building strategies

**Tab 7: Sample Agreement Review**

**(The contents of this tab do not count toward overall page limit)**

Consultants shall review the Sample Agreement (**Attachment 3**) and submit with their submittal, a list of all questions, issues, or modifications which the Consultant would like the City to review, address, and be negotiated with should they be selected as a top ranked Consultant. The City shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to preparation of any list of requested modifications. Please note, **Attachment 3** is a Sample Agreement and, as such, is subject to revision or modification by the City at any time. The City

reserves the right to modify any term or condition of this Sample Agreement, and to add, delete or modify terms and conditions, as the City's interests may require, prior to execution of a final agreement.

## **SECTION 7 – SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS**

The City and County of Denver (“City”) is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which include SBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

### **Counting SBE Participation**

During performance, accounting of SBE participation will be maintained for all purchase orders, task orders, and work orders, which participation will collectively be applied to the contract's overall SBE self-performance attainment.

If the SBE is a supplier, the degree to which their participation counts towards satisfaction of the SBE self-performance requirement varies. If materials or supplies are obtained from a SBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by SBE regular dealers counts toward satisfaction of the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Submitter must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the SBE self-performance requirement.

### **SBE Responsiveness Requirements**

DSBO has designated this procurement as SBE defined pool. Accordingly, award will be strictly limited to certified SBE firms. § 28-205 D.R.M.C. Conditions of responsiveness are listed below; failure to submit a responsive submission constitutes cause for rejection thereof.

#### **1. Certification**

Before the submittal due date, the submitter (“Submitter”) must be SBE certified by the City in the NAICS work code(s) that coincide with the scope of work they will be performing for SBE self-performance credit. DSBO maintains an SBE Directory (“Directory”), which is a current listing of SBEs that have been certified by the City. The Directory may be accessed via the DSBO web site at <https://www.denvergov.org/dsbo>.

#### **2. Joint Ventures**

If Submitter is participating in a joint venture with a non-SBE firm, submitter must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFQ-response submittal**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an SBE firm and one or more other non-SBE firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the SBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the SBE self-performance requirement equal to the distinct, clearly defined portion of the work that the SBE performs with its own forces in a NAICS code in which the firm is SBE certified. The joint venture agreement **MUST** specify the services, dollar value, reporting structure, and details of the SBE's performance requirements associated with their percent of the joint venture ownership.

### **3. Authority**

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional SBE guidance are available here: <https://www.denvergov.org/dsbo>. Submitter is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Submitter's questions.

~ END OF RFQ ~

### **APPENDED MATERIAL**

- Attachment 1 – Diversity and Inclusiveness\* in City Solicitations Instructions**
- Attachment 2 – Consultant and Sub-Consultant Team Members**
- Attachment 3 – Sample Agreement**

**Attachment 1 – Diversity and Inclusiveness\* in City Solicitations Instructions**

**Include a copy of the completed form with your Bid Form Package in BidNet.**

**Click on the following link to complete and download the form to be uploaded into BidNet:**

[Diversity and Inclusiveness\\* in City Solicitations Information Request Form \(openforms.com\)](https://openforms.com)

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.



**REIMBURSABLE EXPENSES**

Prime Consultant: \_\_\_\_\_

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

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

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

**Actual Costs**

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



**REIMBURSABLE EXPENSES**

Sub-Consultant: \_\_\_\_\_

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

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

**Actual Costs**

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

### **Attachment 3 – Sample Agreement**

Attachment 3 – Sample Agreement

**ON-CALL PROJECT MANAGEMENT AGREEMENT SBE**

between

**THE CITY AND COUNTY OF DENVER**  
and

\_\_\_\_\_

**Contract No.** \_\_\_\_\_

**THIS AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and \_\_\_\_\_ (the "Consultant"), a \_\_\_\_\_ corporation registered to do business in Colorado, whose address is \_\_\_\_\_.

**RECITALS**

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

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

**SECTION 1 – ENGAGEMENT**

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

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

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

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

## Attachment 3 – Sample Agreement

**SECTION 2 – CONSULTANT’S SERVICES**

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

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

2.03 Professional Responsibility; Task Requirements.

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

2.04 Program and Budget.

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

2.05 Coordination and Cooperation.

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

2.06 Personnel Assignments.

## Attachment 3 – Sample Agreement

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

## 2.07 Basic Services.

## Attachment 3 – Sample Agreement

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

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

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

## Attachment 3 – Sample Agreement

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

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

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

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

3.05 Maximum Contract Amount.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of \_\_\_\_\_ **DOLLARS AND NO CENTS (\$\_\_\_\_\_.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

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

### Attachment 3 – Sample Agreement

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

#### SECTION 4 – TERM AND TERMINATION

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

4.02 Termination.

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

#### SECTION 5 – COMPLIANCE WITH SBE REQUIREMENTS

## Attachment 3 – Sample Agreement

5.01 **SMALL BUSINESS ENTERPRISE REQUIREMENT**

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

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

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

**SECTION 6 – GENERAL PROVISIONS**

## 6.01 City’s Responsibilities.

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

## 6.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the

## Attachment 3 – Sample Agreement

"Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.

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

6.03 Taxes and Licenses. The Consultant shall promptly pay, when they are due, any taxes, license fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement

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and shall not cause any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

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

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

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

6.07 Insurance.

- (a) General Conditions: (Contractor/Consultant)2 agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. (Contractor/Consultant) shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, (Contractor/Consultant) shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. (Contractor/Consultant) shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the (Contractor/Consultant). The (Contractor/Consultant) shall maintain, at its own expense, any

## Attachment 3 – Sample Agreement

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

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

#### 6.08 Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate

## Attachment 3 – Sample Agreement

back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

Sections 1 through 6  
Exhibit D  
Exhibit C  
Exhibit B  
Exhibit A  
Exhibit E

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

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

## Attachment 3 – Sample Agreement

## 6.13 Conflict of Interest.

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

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

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

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

## 6.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial

## Attachment 3 – Sample Agreement

photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Consultant’s Information. The Consultant understands that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- (c) Conflicts of Interest. Consultant acknowledges that as the City’s Project Manager it will have access to non-public information that, if disclosed, could give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information that could give an entity an unfair advantage when competing for work. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants who may be interested in performing work on the Project. Consultant will disclose in writing any actual or potential organizational conflicts that may arise as a result of other work Consultant or its sub consultants are performing related to the Project. Consultant is responsible for monitoring its sub consultants compliance with these requirements. These requirements are not intended to, and do not, prevent Consultant from participating in industry forums, working to generate interest in projects or from communicating with entities or individuals who may be interested in working on projects in ways that do not give them an actual or perceived advantage in pursuing Project work.

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

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

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

6.21 Advertising and Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation.

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Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

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

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

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

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

to the Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

### Attachment 3 – Sample Agreement

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

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

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

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**EXHIBIT A**

**Consultant's Scope of Work**

[TO BE PROVIDED BY CONSULTANT]

**EXHIBIT B**

**Consultant's Rates & Reimbursable Expenses**

[TO BE PROVIDED BY CONSULTANT]

**EXHIBIT C**

**Consultant's Key Personnel**

[TO BE PROVIDED BY CONSULTANT]

