

ON-CALL PROGRAM MANAGEMENT AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

ATKINS NORTH AMERICA, INC.

Contract No. 201839791

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 **ATKINS NORTH AMERICA, INC.** (the "Consultant"), a Florida corporation registered to do business in Colorado, whose address is 4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida 33607.

RECITALS

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

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

SECTION 1 – ENGAGEMENT

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

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

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

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

SECTION 2 – CONSULTANT’S SERVICES

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

2.02 Anticipated Projects and Tasks. The City anticipates that the Program will include projects funded by the 2017 General Obligation Bond. Projects may be added or removed at the written direction of the Project Manager.

2.03 Professional Responsibility; Task Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a similar nature to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and in compliance with applicable laws, 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 Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through for each assigned task. Coordination shall consist of regular progress and review meetings with the City, work sessions with Project Managers, or other coordination as directed. If requested, the Consultant shall document conferences and distribute notes to the City.

2.06 Personnel Assignments.

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

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

2.07 Basic Services.

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

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

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

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

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

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

3.05 Maximum Contract Amount.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **NINETEEN MILLION DOLLARS AND NO CENTS (\$19,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3.06 Appropriation and Funding.

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

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

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **February 12th, 2018**, and shall expire three years later, unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager. The City may in its sole discretion decide to extend this Agreement to provide services for additional phases of Program by written amendment.

4.02 Termination.

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

SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS

5.01 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE

Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **9%**.

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

SECTION 6 – GENERAL PROVISIONS

6.01 City’s Responsibilities.

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

6.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final documents and deliverables, and all data used in the development of the same, including all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (f) If the City reuses project documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's written approval, 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. Records of the Consultant's direct personnel, Consultant's sub consultants and records of reimbursable expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis. The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

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

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

6.07 Insurance.

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

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

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

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

6.08 Indemnification.

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

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

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

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

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

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

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

6.12 Governing Law; 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 Program Manager it will have access to non-public information that, if disclosed, could give proposers and bidders an unfair competitive advantage in selection processes used to award contracts. Consultant will not disclose non-public information that could give an entity an unfair advantage when competing for work. Consultant agrees to abide by written direction from the City concerning communications and interactions with contractors and consultants who may be interested in performing work on the Program. Consultant will disclose in writing any actual or potential organizational conflicts that may arise as a result of other work Consultant or its sub consultants

are performing related to the Program. Consultant is responsible for monitoring its sub consultants compliance with these requirements. These requirements are not intended to, and do not, prevent Consultant from participating in industry forums, working to generate interest in projects or from communicating with entities or individuals who may be interested in working on projects in ways that do not give them an actual or perceived advantage in pursuing Program work.

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

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

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

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

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

to the City:	Executive Director of Public Works 201 West Colfax Avenue, Dept. 608 Denver, Colorado 80202
with a copy to:	Assistant City Attorney 201 West Colfax Avenue, Dept. 1207 Denver, Colorado 80202
to the Consultant:	Atkins North America, Inc. 4030 West Boy Scout Blvd., Suite 700 Tampa, Florida 33607

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

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

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

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

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

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

[ELECTRONIC SIGNATURES FOLLOW]

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201839791-00

Contractor Name: ATKINS NORTH AMERICA INC

By: *George L. Nash, Jr.*

Name: George L. Nash, Jr.
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibits
A through E

Exhibit A

Consultant's Scope of Work

Exhibit A - Scope of Work

Assumptions:

- (a) February 2018 Contract Date
- (b) Notice to Proceed – Q1, 2018
- (c) Contract type to be Not to Exceed value with monthly invoicing with hourly back-up, submitted electronically to the assigned Public Works - Program Implementation Manager.
- (d) Estimated 2017 GO Bond Program Schedule anticipated a ten (10) year program.

Program Summary:

The Program includes seven (7) portfolios of public infrastructure improvement projects approved by a vote of the qualified and registered electors of the City and County of Denver. The public infrastructure improvement projects represent a significant investment in Denver's transportation/mobility system, the Denver Health and Hospital Authority, cultural facilities, public safety system, library system, parks and recreation system, and other publicly owned facilities through new construction, rehabilitation, and expanded capital improvements. Professional Program Management Services are required to successfully develop, define, communicate, plan, execute, control and close out each project within the Program. Implementation of the proposed projects are anticipated to be completed in ten (10) years and expanded Programs are anticipated to continue and integrate into City operations over time. The seven (7) portfolios within the Program include:

- Cost of repairs and improvements to the Denver transportation and mobility system
- Cost of repairs and improvements to Denver cultural facilities
- Cost of the construction of a new Denver Health and Hospital Authority outpatient medical center building
- Cost of repairs and improvements to the Denver public safety system
- Cost of repairs and improvements to the Denver library system
- Cost of repairs and improvements to the Denver parks and recreation system
- Cost of repairs and improvements to the Denver public facilities system

Work Description:

The role of the Program Manager is to provide Program Management services, as authorized by Task Order, necessary for the City to successfully deliver the Program throughout the development, design, and construction phases of each project.

Scope of Services:

1. Program Management:

Provide a Program Manager who will be responsible for the overall management of the scope of work performed by the Consultant and its sub-consultants, and successful development and implementation of Program Management and Program Controls as required by the City. The Program Manager is identified as a Key Personnel position.

Anticipated tasks may include but shall not be limited to:

- a) Development of Program Management Plan.
- b) Support the City in developing and implementing Workforce Development.
- c) Analyze project reports, assess progress, and recommend steps to mitigate process issues. Ensure consistency with the Program Management Plan.
- d) Develop Program and project organizational structure.
- e) Financial, resource management, and reporting activities.
- f) Establishment of Program and project team responsibilities and reporting relationships.

- g) Establishment of a project management training plan for existing and new City staff. Training shall include industry best practices and project management software specific curriculum.
- h) Program management control of scope, schedule, cost, issue resolution and documentation.
- i) Establishment of funding and assignment agreements for the Denver cultural facility projects and Denver Health facility project
- j) Oversight of Program reporting and integration with the current Oracle-based Capital Integration System (CIS). The City is open to entertain recommendations from proposers for alternate project control and management database systems.
- k) Coordination of the Program with other on-going City projects and City development.
- l) Leverage the legacy successes of the 2007 Better Denver Bond Program through the utilization of currently established best management practices.
- m) Development and oversight of risk management & mitigation.
- n) Development of procurement procedures for services and construction
- o) Project governance and dispute resolution guidance.
- p) Design process management.
- q) Construction process management.
- r) Quality Assurance/Quality Control (QA/QC) oversight, including the development of Program standards and a formal QA/QC Program.
- s) Oversee Communication Plan and prepare monthly progress reports as defined in the Program Management Plan.
- t) Communicate Program progress to the public, elected officials, project teams, stakeholders, and end users.
- u) Verify Safety and security certification.
- v) Assist the City with selection of Design Consultants, Project Managers, Contractors, Marketing/Communication Consultants, and other support service providers.
- w) Planning for operations testing, commissioning and start-up.
- x) Right-of-way / Land acquisition coordination.
- y) Environmental assessment and mitigation management.
- z) Oversight and administration of inter-agency agreements.
- aa) Oversee and administer Program to ensure the City's sustainability goals, applicable "green" certification programs selected by the City (e.g. LEED, Green Globes, Envision, etc), High Performing Green Building standards, and Executive Order 123 are achieved. This includes the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Additional requirements can be found at the following link:
<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/123-Sustainability-Policy.pdf>
- bb) Other duties as identified.

2. Program Controls:

Provide a Program Controls Manager who will be responsible for monitoring, updating, implementing, and managing Program and project controls. The Program Controls Manager position is identified as a Key Personnel position.

Anticipated tasks may include but shall not be limited to:

- a) Assist with annual fiscal year budgeting for all involved agencies.
- b) Assist the City in implementing best practices in financial management and reporting for the Program.
- c) Assist the City in projecting needed resources based upon the approved Program Management Plan.
- d) Management of Program reporting per established City practices and procedures. Including integration with the current Oracle-based Capital Integration System (CIS) and Workday financial management system.
- e) Create and review technical documents related to Program financing.
- f) Prepare annual and quarterly financial reports as defined in the Program Management Plan.
- g) Update the work breakdown structure (WBS) used in managing cost, schedule, scope, and resources for the Program as requested by the City.

- h) Update the Program master schedule regularly, but no less than monthly, to include current information regarding project and contract progress and future resource needs.
- i) Develop and update project and contract package schedules based on input from various project team members, including designers and contractors. Provide current information regarding critical and near-critical activities, milestones, progress, and outstanding issues affecting the schedule.
- j) Review and analyze overall Program progress during the design and construction phases. Review and analyze design and construction schedules for compliance with contractual and Program requirements. Identify areas of concern and provide input on corrective action plans as necessary.
- k) Provide technical support in maintaining Program cost accounting. Develop, maintain, and analyze budgets, track actual costs, analyze variances, and forecast total Program costs.
- l) Collect and analyze project and Program cost information, including encumbrances, commitments, actual expenditures and develop earned value, trends, forecasts, and variance information.
- m) Coordinate reporting activities with non-bond funded City Capital Programs.
- n) Analyze, prepare, and maintain current and projected cash flow requirements for the Program.
- o) Identify and analyze funding opportunities in coordination with the Department of Finance. As requested, assist in preparing grant application and other funding proposals, in tracking expenditures, and fulfilling monitoring and reporting requirements.
- p) Review and evaluate various cost estimates related to construction, operations, and maintenance of the Program to ensure that they conform to established guidelines and accurately reflect all project-related costs.
- q) Prepare independent cost estimates prior to advertising for bids as requested by the City. Prepare engineer's estimates from design cost estimates and analyze bid results for construction contracts. Develop independent cost estimates as requested by the City for construction contract change orders to be used as the basis for negotiation.
- r) Develop and maintain a contingency management and tracking system.
- s) Prepare monthly project and contract status reports outlining the progress, cost, schedule, status of QA/QC process, issue resolution and other aspects of the project or contract.
- t) Advise City staff on any necessary corrective actions relative to these aspects of the project. Prepare monthly reports of Program status for stakeholders, and assist City and County of Denver's financial staff and financial consultant in preparing regular periodic reports requested or required by funders.
- u) Other duties as identified.

3. Program Communications:

Provide a Program Communications Manager who will be responsible for developing and managing the overall Communications Management Plan. The Program Communications Manager position is identified as a Key Personnel position.

Anticipated tasks may include but shall not be limited to:

- a) Development of overall Program communications strategy.
- b) Development of a Digital Engagement strategy including; strategic direction, use and frequency of social media, and resource plan.
- c) Establish branding and key messaging campaign, including, but not limited to; logo, branding guidelines, messaging & implementation strategy, and Q&A requirements.
- d) Development of a Media & Grassroots Outreach Plan.
- e) Creation of a Public Launch Campaign.
- f) Develop Community Engagement Plan to build community support and general good will.
- g) Oversee all internal and external communication and coordination particularly through the use of digital communication services to allow broad and effective communication.
- h) Develop and implement strategies to manage stakeholder expectations, maintain proactive public notifications and minimize disruption to business and the public.
- i) Creation and/or coordination and management of an interactive 2017 GO Bond Program website and central database of project communications/updates. Including an interactive project map.
- j) Close coordination with the Denver Marketing Office and other, appropriate city agency communications teams.
- k) Management Information Systems (MIS) database support.

- l) Coordinate Program/project controls and project management software tools to facilitate collection and management of information related to cost, schedule, scope, issue tracking, document control, contract administration, project status and other related activities.
- m) Other duties as identified.

4. Management Policies & Procedures:

Provide assistance in continued implementation of the following aspects of the Program and its component projects.

Anticipated tasks may include but shall not be limited to:

- a) Updating of project work plans.
- b) Manage the completion of the design process, its integration and interface at a programmatic level.
- c) Update and maintain QA/QC Program-defining standards for all design and construction activities associated with the Program.
- d) Program coordination and reviews by stakeholders.
- e) Change control processes and policies.
- f) Cost estimating guidelines and policies.
- g) Program schedule development and updating requirements.
- h) Document control procedures and policies.
- i) Pre-bid contract document checklists.
- j) Safety and Security Certification Program.
- k) Risk and Vulnerability Assessment.
- l) Conceptual operations for the identified projects.
- m) As required, update policies and procedures to fulfill the requirements of the PMP and assist City staff in their implementation.
- n) Other duties as identified.

5. Program Implementation and Support Activities:

Provide Program Coordinators who will be responsible for providing the Program support activities outlined below and as required. The Program Coordinators are identified as Key Personnel positions. The Program implementation will coincide with many other public and private investments throughout the city requiring the Consultant to coordinate activities to minimize disruption to Denver communities and businesses while maintaining individual project schedules and budgets. At a minimum, the following Program Coordinator roles are anticipated:

- (1) Transportation & Mobility Portfolio Coordinator
- (1) Public Safety, Public Facilities, and Library Portfolio Coordinator
- (1) Parks & Recreation Assistant Portfolio Coordinator

Anticipated tasks may include but shall not be limited to:

- a) Provide recommendations for optimization of Program delivery as necessary.
- b) Public/Private Partnership (P3) advisory services including evaluation of projects for P3 opportunities.
- c) Review project implementation plans, project phasing and contract packaging proposals.
- d) Provide assistance in coordinating design teams responsible for the various project and contract packages, including any Design-Build contracts, to ensure consistency in design and conformance to current design criteria.
- e) Assist the City in coordination with regulatory agencies and other stakeholders that have an interest or are participants in the Program and facilitate resolution of issues related to design, construction, and operations.
- f) Establish a systematic risk management process for the Program and its component projects. Develop a framework by which these risks will be identified and assessed. Develop and implement response and control strategies to manage these risks.
- g) Provide assistance to City staff in managing and conducting Peer Review, Value Engineering, Constructability Review, and other technical reviews as required.

- h) Assist in the preparation procurement documents, including requests for qualifications, requests for proposals, boilerplate contract specifications and other contract documents as requested by the City to support procurement activities related to Program implementation.
- i) Provide contract compliance and administration as requested by the City, including maintaining contract records, performing invoice reviews, preparing independent cost estimates, and ensuring compliance with applicable federal regulations and requirements and City procurement and contracting policies and procedures.
- j) As requested by the City, work with the City and County of Denver's City Attorney's Office to facilitate resolution of requests for additional compensation and/or time related to the performance of design and/or construction work.
- k) Assist with utility coordination oversight to ensure project teams are successful in making all arrangements for timely and cost-effective relocations of existing facilities.
- l) Assist with oversight and management of processes related to obtaining local, regional, state, and federal permits required to complete the component projects, and ensure these requirements are met in a timely and efficient manner.
- m) Update and maintain Design & Construction Management Procedures, which cover construction, testing, commissioning, and start-up phases of the Program.
- n) Assist the City in project and Program close-out activities and documentation as requested.
- o) Assist the City in the development, procurement, management and maintenance of Program hardware and software tools as requested by the City.
- p) Other duties as identified.

6. Document Management and Administrative Support:

Provide assistance in continued implementation of the following aspects of the Program and its component projects.

Anticipated tasks may include but shall not be limited to:

- a) Provide administrative support to the City including, but not limited to, documentation of meetings, report writing, preparation of presentations, and preparation of correspondence.
- b) Update and maintain a system of document management and control and change control functions to ensure that all Program team members have current and accurate information available.
- c) Manage the Program electronic document control database. Ensure that Program documents are being appropriately recorded in the system and assist in the identification and retrieval of documents as required.
- d) Provide administrative support to the City in responding to Public Records Act requests. Provide data, graphics, and other materials as required by the City for internal, external, and public presentation.
- e) Other duties as identified.

7. Project Management:

The City may request project management support and/or staff augmentation for the Program and its component projects. Proposed project management personnel to be reviewed and approved at the City's discretion.

Anticipated tasks may include but shall not be limited to:

- a) Dedicated Project Management professionals responsible for overseeing individual or a portfolio of component projects.
- b) Managing the project scope, schedule and budgets during the design and construction phases as well as ensuring that all other aspects of the project, including environmental, real estate, utilities, permits and the parameters of the adopted schedule and budget.
- c) Provide management for any Design-Build component(s) of the Program, including management of cost, schedule, quality, scope and integration with other project and contract packages.
- d) Review and identification of projects needing support, improvement, recommendation of corrective action plans, and providing oversight to ensure compliance.

Exhibit B

Consultant's Rates & Reimbursable Expenses

EHIBIT B - Atkins Rates & Reimbursables

CONSULTANT TEAM MEMBERS

PRIMECONSULTANT: Atkins North America, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Manages, directs and controls the operations of a large operating unit of the firm. Provides leadership, direction and guidance to managers	\$336
Project Director	Manages complex and unconventional technology or delivery systems for a single significant project. Provides leadership, direction, and technical guidance to managers.	\$286
Senior Group Manager	Supervises the staff and work production of a large technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$219
Group Manager	Supervises the staff and work production of a technical work unit. Provides leadership, direction, and technical guidance to staff to ensure that quality technical services are provided.	\$191
Senior Project Manager	Provides professional and project management expertise in the direction of highly unconventional projects requiring multiple technical units.	\$181
Project Manager II	Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects.	\$162
Project Manager I	Applies technical expertise and project management experience to manage project teams on conventional projects.	\$127
Associate Project Manager	Under supervision, applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$106
Senior Engineer IV	Serves as a recognized technical specialist providing advice on the resolution of major technical problems of marked importance.	\$183
Senior Engineer III	Applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$164
Senior Engineer II	Provides the expertise of a seasoned engineer to all conventional aspects of functional area and applies advanced concepts and techniques to unconventional engineering problems.	\$127

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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

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

CONSULTANT TEAM MEMBERS

PRIMECONSULTANT: Atkins North America, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Engineer I	Applies full competency in conventional engineering work and broad knowledge of precedents in specialty area.	\$111
Engineer II	Under supervision, applies technical professional proficiency to the investigation of engineering problems, the coordination of project activities, and the preparation of preliminary plans and documents.	\$104
Engineer I	Under supervision, performs routine engineering work while developing professional proficiency.	\$89
Senior Designer I	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$128
CAD Designer	Under general supervision, provides expertise in the performance of varied and highly complex computer-assisted drafting and design work to support technical services.	\$104
Senior CAD Technician	Under supervision, provides proficiency in computer-assisted drafting and design to support technical services.	\$110
CAD Design Technician	Under general supervision, provides expertise in the performance of computer-assisted design to support development, planning, transportation and other technical services.	\$87
Senior Planner II	Provides the expertise of a seasoned planner, applying advanced concepts and techniques to unconventional problems.	\$144
Senior Planner I	Applies full competency in conventional planning work and broad knowledge of precedents in functional area of assignment.	\$119
Planner II	Under supervision, applies technical professional proficiency to the solution of planning problems and the coordination of related project activities.	\$93
Planner I	Under supervision, performs routine planning assignments while developing professional proficiency.	\$76

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

CONSULTANT TEAM MEMBERS

PRIMECONSULTANT: Atkins North America, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior GIS Analyst I	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a major project.	\$104
GIS Analyst II	Under supervision, applies technical professional proficiency to GIS studies and the coordination of related activities.	\$87
GIS Analyst I	Under supervision, performs standard GIS work while developing professional proficiency.	\$79
Senior Landscape Architect	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems.	\$185
Landscape Architect II	Under supervision, applies technical professional proficiency to the solution of landscape architectural problems and the coordination of related project activities.	\$111
Landscape Architect I	Under supervision, performs routine assignments in landscape architecture while developing professional proficiency.	\$72
Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating or performing a variety of technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$94
Senior Program Assistant	Provide proficient administrative support of a complex and confidential nature. Relieve manager and staff of routine administrative matters.	\$71
Administrative Clerk	Provide proficient routine administrative support.	\$60
Senior Resident Engineer	Serves as a recognized technical specialist, directing the firm's construction services activities in a regional or specific service area.	\$190
Senior Project Engineer II	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract. Personnel with engineering degree and/or license.	\$160

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

CONSULTANT TEAM MEMBERS

PRIMECONSULTANT: Atkins North America, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Engineer I	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree and/or license.	\$121
Senior Construction Manager	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract, and determining project quality, cost, and adherence to established completion schedule.	\$168
Construction Manager	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract, and determining project quality, cost, and adherence to established completion schedule.	\$132
Associate Construction Manager	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor.	\$118
Construction Management Representative II	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, twelve years related experience.	\$105
Construction Management Representative I	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, ten years related experience.	\$83
Senior Field Representative II	Under general supervision, applies the strong technical skills of a highly experienced field representative, researching and interpreting contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$106
Senior Field Representative I	Under general supervision, applies the strong technical skills of a highly experienced field representative, researching and interpreting contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$85
Program Manager	Senior leader for entire program providing direction and supervision to all program staff. Responsible for directly reporting to client manager.	\$304
Sector Manager	Manages, directs and controls the operations of a Sector of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$333
Division Manager	Manages, directs and controls the operations of a Division of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$243

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: BBH Management Solutions, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Sr. Project Manager	Senior level project management.	\$155
Project Manager II	Mid-level to senior level project management.	\$145
Portfolio Coordinator	Management of the portfolio. Management of other Project Managers.	\$135
Project Manager I	Project management as necessary.	\$130
Assistant Project Manager	Reports to Project Manager. Assists with coordination and project delivery as requested.	\$95
Administrative	Administrative tasks.	\$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (Pg.1)

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal	\$215
Senior counselor	Senior counselor	\$185
Senior strategic director	Senior strategic director	\$185
Counselor	Counselor	\$141
Chief creative officer	Chief creative officer	\$195
Video producer	Video producer	\$141
Creative (art) director	Creative (art) director	\$126
Account supervisor	Account supervisor	\$125
Senior associate	Senior associate	\$121
Video editor/videographer	Video editor/videographer	\$115
Animator	Animator	\$115

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group (Pg.2)

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

Title/Classification	Responsibilities	Rate/Hr.
Photographer	Photographer	\$100
Graphic designer	Graphic designer	\$95
Web designer	Web designer	\$84
Associate	Associate	\$84
Administrative	Administrative	\$84
Specialist	Specialist	\$68
Production assistant	Production assistant	\$68
Account coordinators	Account coordinators	\$37

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: CRL Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Chief strategy officer	Chief strategy officer	\$250
Account executive	Account executive	\$150

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Data Transfer Solutions, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Managing DTS team members internally	\$225
Senior Software Architect	Application Architecture	\$210
Senior Application Developer	Application development	\$176
Application Developer	Application development	\$155
Senior Database Architect	Database development	\$155
Application Developer	Application development	\$125
Junior Application Developer	Application development	\$112

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.70

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Dunakilly

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

Title/Classification	Responsibilities	Rate/Hr.
Program/project management	Program/Project development and implementation	\$202
Project controls/scheduling/estimating	Project Controls systems, estimating, scheduling, maintenance	\$181
Design management	Management of design professionals, scope, production	\$240
Procurement/contract administration	RFQ/RFP Development, contract administration, processing	\$189

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.03

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

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Faithful+Gould

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

Title/Classification	Responsibilities	Rate/Hr.
Program Controls Manager	Program Controls Manager	\$186.00
Program Controls Specialist - Senior I	Program Controls Specialist - Senior I	\$176.00
Program Controls Specialist - Senior II	Program Controls Specialist - Senior II	\$166.00
Program Control Specialist - Senior III	Program Control Specialist - Senior III	\$146.00
Program Control Specialist	Program Control Specialist	\$126.00
Project Control Specialist - Associate	Project Control Specialist - Associate	\$106.00
Project Controls Manager	Project Controls Manager	\$220.00
Project Control Specialist - Senior I	Project Control Specialist - Senior I	\$180.00
Project Control Specialist - Senior II	Project Control Specialist - Senior II	\$165.00
Project Control Specialist - Senior III	Project Control Specialist - Senior III	\$135.00
Project Control Specialist	Project Control Specialist	\$120.00

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Faithful+Gould

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

Title/Classification	Responsibilities	Rate/Hr.
Project Control Specialist - Associate	Project Control Specialist - Associate	\$95.00
Risk Management Specialist	Risk Management Specialist	\$248.00
Risk Analyst Specialist	Risk Analyst Specialist	\$160.00
Risk Software Specialist	Risk Software Specialist	\$195.00
Management Information Specialist	Management Information Specialist	\$210.00
Value Engineering Specialist	Value Engineering Specialist	\$190.00
Document Management - Senior	Document Management - Senior	\$95.00
Document Management	Document Management	\$75.00
Document Management - Assistant	Document Management - Assistant	\$65.00
Contract Administrator - Senior	Contract Administrator - Senior	\$115.00
Contract Administrator	Contract Administrator	\$95.00

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

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

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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Faithful+Gould

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

Title/Classification	Responsibilities	Rate/Hr.
Program / Project Manager - Principal	Program / Project Manager - Principal	\$205.00
Project Manager -Senior I	Project Manager - Senior I	\$185.00
Project Manager -Senior II	Project Manager - Senior II	\$170.00
Project Manager -Senior III	Project Manager - Senior III	\$155.00
Project Manager	Project Manager	\$140.00
Project Manager -Associate	Project Manager - Associate	\$125.00
Project Coordinator	Project Coordinator	\$90.00

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

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

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Owner	Direct all aspects of firm operations	\$195
Principal	Assures technical, staff, and scheduling requirements	\$185
Project manager III	Leads and reviews technical work	\$150
Project manager II	Leads and reviews technical work	\$135
Project manager I	Leads and reviews technical work	\$120
Landscape architect (Princi	Leads and reviews technical work	\$160
Landscape architect II	Leads and reviews technical work	\$115
Designer III	Completes technical work under direction of a PM/LA	\$115
Designer II	Completes technical work under direction of a PM/LA	\$110
CAD II	Completes technical work under direction of a PM	\$100
CAD I	Completes technical work under direction of a PM	\$180

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

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

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SUBCONSULTANT TEAM MEMBERS

Firm Name: **i3 Integration LLC**

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

Title / Classification	Responsibilities	Rate / Hour
Principal / Senior Program Manager	Program Management and Controls	\$296.00
Program Manager 3		\$273.00
Program Manager 2		\$257.00
Program Manager 1		\$238.00
Deputy Program Manager		\$217.00
Senior Project Manager	Project Management and Controls	\$208.00
Project Manager 5		\$197.00
Project Manager 4		\$185.00
Project Manager 3		\$175.00
Project Manager 2		\$163.00
Project Manager 1		\$148.00
Project Coordinator 4	Project and Controls Coordinators	\$138.00
Project Coordinator 3		\$125.00
Project Coordinator 2		\$112.00
Project Coordinator 1		\$102.00
Enterprise Systems Designer	Management Information Systems	\$238.00
Solution Architect 3		\$226.00
Solution Architect 2		\$217.00
Solution Architect 1		\$197.00
Senior Business Process Architect	Business Processes	\$193.00
Business Process Architect		\$181.00
Business Process Designer 2		\$163.00
Business Process Designer 1		\$148.00
Applications Programmer 3	Programming	\$181.00
Applications Programmer 2		\$171.00
Applications Programmer 1		\$163.00
Systems / Data Analyst 3		\$138.00
Systems / Data Analyst 2		\$125.00
Systems / Data Analyst 1		\$112.00
Web Developer	Web Development	\$102.00
Web Designer		\$96.00
Web Administrator		\$83.00
Senior Management Consultant	Management Consulting	\$273.00
Management Consultant 3		\$257.00
Management Consultant 2		\$238.00
Management Consultant 1		\$226.00
Consultant 4	Program and Project Controls Consultants	\$217.00
Consultant 3		\$208.00
Consultant 2		\$197.00
Consultant 1		\$185.00
Senior Analyst	Analysts	\$175.00
Analyst 2		\$148.00
Analyst 1		\$138.00
Executive Administrative Assistant	Administration	\$96.00
Senior Administrative Assistant / Office Manager		\$83.00
Administrative Assistant 3		\$77.00
Administrative Assistant 2		\$70.00
Administrative Assistant 1		\$54.00
Intern 2	Interns	\$46.00
Intern 1		\$38.00

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

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: San Engineering, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Mgr.	Design/management	\$130
Struct. Engineering Mgr.	Design/management	\$130
Sr. Project Engineer	Design/management	\$120
Staff Engineer	Design/production	\$115
Sr. CAD Drafter	Drafting/design	\$105
Drafter	Drafting	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.53

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Triunity Engineering & Management, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Administration Support	Administration and Clerical Support	\$85.00
Civil Engineer	Civil design	\$185.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$130.00
Civil/Structural Inspector Support	Civil/Structural Field Inspections	\$105.00
Construction Manager	Construction Phasing, Constructability Reviews	\$153.00
Construction Safety	Construction Field Safety	\$116.00
Drafter	CAD & Drafting Support	\$112.00
Electrical Engineer Lead	Electrical and Systems Engineering Lead	\$243.00
Electrical Engineer Support	Electrical and Systems Engineering Support	\$172.00
Electrical Inspection	Electrical Field Inspections	\$113.00
ITS/Traffic Engineer	Traffic and ITS Design and Analysis	\$170.00
Project Controls Manager	Project Management, Project Controls Lead	\$180.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$120.00
Project Manager Senior	Project Management Functions	\$240.00
Project Manager II	Project Management Functions	\$185.00
Project Manager I	Project Management Functions	\$130.00
Utility Coordinator Lead	Utility Coordination Lead	\$180.00
Utility Coordinator Support	Utility Coordination Support	\$127.00
Principal	Program Management Support and Oversight	\$290.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

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

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Wember

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Negotiate contracts; Provide overall project and program management strategic direction. Assist on the selection of project delivery method and key consultants; participate in procurement processes	\$194
Senior Project Manager	Generate RFPs; estimate validation; review design documents; track budget and schedule; review of invoices and pay requests; review additional service and change requests; observe construction sites, assessing safety conditions and work quality. Ten years experience or more.	\$162
Project Manager	Generate RFPs; estimate validation; review design documents; track budget and schedule; review of invoices and pay requests; review additional service and change requests; observe construction sites, assessing safety conditions and work quality. Up to 10 years experience.	\$110
Project Engineer	Provide support related to budgets, meeting coordination, project team coordination, information documentation and issue resolution.	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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

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

Exhibit C

Consultant's Key Personnel

Attachment 2
LIST OF KEY PERSONNEL

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Project Manager	Kimberly Hubble, PMP (DTS)
Senior Software Architect	Jeff Germain (DTS)
Senior Application Developer	Max Cutrell (DTS)
Application Developer	Bob Binckes (DTS)
Application Developer	Jeremy Folds (DTS)
Senior Database Developer	Steve Railsback (DTS)
Application Developer	Nicholas Volpe (DTS)
Junior Application Developer	Ethan Christensen (DTS)

Attachment 2
LIST OF KEY PERSONNEL

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Program/Project Management/Project Controls	Rob Deevy (Dunakilly)
Program/Project Management	Gary Cahill (Dunakilly)
Program/Project Management/Project Controls	Anthony Nemec (Dunakilly)
Program/Design Management/Project Controls	Laura Barnes (Dunakilly)
Program/Project Management/Design Management	Todd Decker (Dunakilly)

**Attachment 2
LIST OF KEY PERSONNEL**

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Project Manager I	Andrew Bock (Triunity)
Electrical Inspection	Joel Boerma (Triunity)
Construction Manager	Don Cabrera (Triunity)
Project Manager I	Colby Childs (Triunity)
Drafter	Raymond Current (Triunity)
Electrical Engineer Support	Dean Erickson (Triunity)
Electrical Engineer Support	Richard Hensel (Triunity)
ITS/Traffic Engineer	Bill Kascek (Triunity)
Project Controls Support	Andrew Kean (Triunity)
Electrical Engineer Lead	Alex Kelly (Triunity)
Project Manager II	Mike Kuyper (Triunity)
Civil/Structural Inspector Lead	Dave Lewis (Triunity)
Civil/Structural Inspector Lead	Jim McMullan (Triunity)
Project Controls Manager	Monte Menard (Triunity)
Utility Coordinator Lead	Matt Olley (Triunity)
Project Manager Senior	Mike Peek (Triunity)
Project Controls Support	Courtney Reuer (Triunity)
Civil/Structural Inspector Lead	Kyle Royse (Triunity)
Administration Support	Monica Romero (Triunity)
Construction Safety	Joe Salinas (Triunity)
Project Controls Support	Nadia Soto (Triunity)
Principal	Marvin Thomas (Triunity)

Attachment 2
LIST OF KEY PERSONNEL

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Project manager/creative lead	Marjorie Alexander (TwoHundred)
Video/visualization lead	John Christopher (TwoHundred)

Attachment 2
LIST OF KEY PERSONNEL

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Senior Project Manager	Quentin Rockwell (Wember)
Senior Project Manager	Matt Wilhelm (Wember)

Exhibit D

ACORD Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

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).

Table with PRODUCER and INSURED sections. PRODUCER: Willis of New York, Inc. INSURED: Atkins North America, Inc. Includes contact info and insurer details like National Fire Insurance Company of Hartford.

COVERAGES CERTIFICATE NUMBER: 25749253 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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

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

RFQ: 2017 Go Bond On-Call Program Management Services
Project No: PWIMP2017-002
Ebid #5384137

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

CERTIFICATE HOLDER

CANCELLATION

Table with two main sections: CERTIFICATE HOLDER (City and County of Denver) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 800 Waterford Way Suite 700 Miami, FL 33126	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

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

Umbrella/Excess Liability policy is follow form.

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

Waiver of Subrogation applies in favor of The City and County of Denver, its elected and appointed officials, employees and volunteers with respects to General Liability, Auto Liability and Workers Compensation policies as permitted by law.

National Fire Insurance Company of Hartford AM Best Rating: A XIV
 Valley Forge Insurance Company AM Best Rating: A XIV
 QBE Insurance Corporation Best Rating: A XIV
 American Casualty Company of Reading Pennsylvania AM Best Rating: A XV
 Underwriter's at Lloyd's AM Best Rating: A XV

Professional Liability policy IS written on claims-made basis.

Coverage: General Liability
 Policy #6045992831
 Effective date and Expiration date: 04/01/2017 - 04/01/2018
 Carrier Name: National Fire Insurance Company of Hartford
 Deductible: \$0.

Coverage: Automobile Liability
 Policy #6045992828
 Effective date and Expiration date: 04/01/2017 - 04/01/2018
 Carrier Name: Valley Forge Insurance Company
 Deductible: \$1,000 Comp. / \$1,000 Coll. - APD

Coverage: Workers Compensation
 Policy #WC6046196644
 Effective date and Expiration date: 04/01/2017 - 04/01/2018
 Carrier Name: American Casualty Company of Reading, Pennsylvania
 Deductible: \$250,000

Coverage: Professional Liability
 Policy #B080111209P17
 Effective date and Expiration date: 04/01/2017 - 04/01/2018
 Carrier Name: Underwriter's at Lloyds
 Self-Insured Retention Deductible: \$160,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while

performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or

less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

- (1) \$5,000; or
- (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

- a. An "auto" owned by that "executive officer" or a member of that person's household; or
- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

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

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Atkins US Holdings, Inc. Atkins North America, Inc., Faithful & Gould
Endorsement Effective Date: April 1, 2017

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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 anyone not named in the Schedule.

Schedule

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

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

Endorsement Effective: April 1, 2017

Policy No. WC6046196644

Endorsement No.

Insured: Atkins US Holdings, Inc. Atkins North America, Inc., Faithful & Gould

Insurance Company: American Casualty Company of Reading, PA



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF
TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	90
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	
Address:	

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

 10 Days if we cancel for non-payment of premium.

 90 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:**

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. **Number of days advance notice:**

For nonpayment of premium:

10

For any other reason: 90

2. **Name and Address of Person or Organization:**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy

Form No: CNA87380XX (11-2016)
Endorsement Effective Date:
Endorsement No: [REDACTED]
Underwriting Company: American Casualty Company of Reading, PA

Policy No: WC6046196644
Policy Effective Date: [REDACTED]
April 1, 2017

Exhibit E

Consultant's Task Order

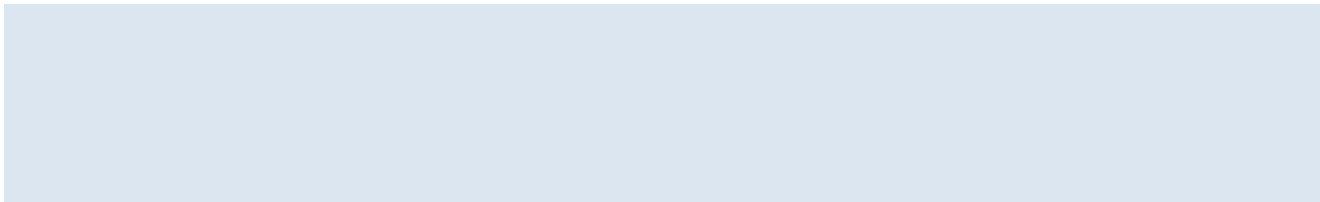
Exhibit E - Task Order



On-Call Professional Services Task Order

Consultant:	Atkins North America, Inc.	Vendor ID:	<hr/>
Program Name:	<u>2017 GO Bond Program</u>	Master Contract No.:	<hr/>
Program Manager:	<hr/>	Task Order No.:	<hr/>
Encumbrance No.:	<hr/>		

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



COST SUMMARY FOR TASK ORDER	
Original Task Order Amount:	
Previous Task Order Add/Deducts:	
This Work Order Change:	
<hr/>	
Revised Task Order Amount:	
COST SUMMARY FOR MASTER CONTRACT	
Previous Task Order to Date (current contract)	
Current Task Order (Add/Deduct):	
Current Master Contract Amount:	
Maximum Contract Amount:	
<hr/>	
Remaining Contract Balance:	
<hr/>	

<hr/>	Date
Approved - Executive Director Public Works	
<hr/>	
Approved - Implementation Director	Date
<hr/>	
Approved - Program Implementation Mgr	Date
<hr/>	
Approved - Department of Finance	Date
<hr/>	
Approved - Executive Sponsor	Date

NOTE: No person shall authorize or perform any of the above work until the Task Order has all signatures and has been distributed. Distribution: DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).



On-Call Professional Services Task Order Change

Consultant:	Atkins North America, Inc.	Vendor ID:	<hr/>
Project Name:	<u>2017 GO Bond Program</u>	Master Contract No.:	<hr/>
Project Manager:	<hr/>	Task Order No.:	<hr/>
Encumbrance No.:	<hr/>		

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

Insert change reason here. This statement should be a simple one sentence explanation of the change.
Do not write "See attached Proposal"

MASTER CONTRACT SUMMARY	
Sum of previous Task orders/changes:	
This Task Order change:	
Sum of all Task Orders:	
Maximum contract amount:	
Contract capacity:	
COST SUMMARY FOR MASTER CONTRACT	
Previous Task Order to Date (current contract)	
Current Task Order (Add/Deduct):	
Current Master Contract Amount:	
Maximum Contract Amount:	
Remaining Contract Balance:	

<hr/>	<hr/>
Approved - Executive Director Public Works	Date
<hr/>	<hr/>
Approved - Implementation Director	Date
<hr/>	<hr/>
Approved - Program Implementation Mgr	Date
<hr/>	<hr/>
Approved - Executive Sponsor	Date

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