

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the “City”) and **APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC**, a Delaware limited liability company, registered to conduct business in Colorado, whose address is 1200 Brickyard Lane, Suite 202, Baton Rouge, Louisiana 70802 (the “Consultant”), jointly (“the Parties”).

R E C I T A L S

WHEREAS, the City desires to urgently act and proactively mitigate climate change by advancing science-based strategies to reduce greenhouse gas emissions on a scale and timeline that align with the recommendations from the Intergovernmental Panel on Climate Change, cultivate resiliency in the face of potential climate change-related emergencies, secure an economically, socially, and environmentally sustainable city for generations to come, and ensure that the setting of goals and metrics and monitoring of results considers equity.

WHEREAS, the City seeks the professional services of a Consultant to administer Climate Action Incentive Programs on behalf of the Office of the Climate Action, Sustainability and Resiliency (CASR).

WHEREAS, the Consultant shall provide services to include documenting program guidelines, vendor registration(s) and oversight, incentive application processing, verification, incentive distribution, customer service, and other services in accordance with CASR’s program guidance as set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Climate Action, Sustainability and Resiliency (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. ADDITIONAL ON-CALL SERVICES:

a. If the City determines additional on-call services are required, the City will provide a request to the Consultant describing the general scope and intent of the additional services. The Consultant shall submit a proposal in response to the City's request, which shall include a quote for completing the work at the rates shown in **Exhibit B**. If approved by the City, the City shall issue a Task Order. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement using the rates contained in **Exhibit B**. Each Task Order shall include a detailed scope of services, level of effort, timeline for completion, budget and payment schedule, including a "not to exceed" amount, specific to the Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement and the deliverables set forth on **Exhibit A**. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.

b. The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Consultant at its sole discretion. The City shall have no liability to compensate the Consultant for any work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Consultant agrees to fully coordinate its provision of services with any third party under contract with the City doing work or providing services that affect the Consultant's performance.

c. Consultant shall faithfully perform the services set forth in a Task Order in accordance with the standards of care, skill, training, diligence, and judgment provided by highly

competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

4. TERM: The Agreement will commence **upon mutual execution of the Agreement (“Effective Date”)** and will expire on **three (3) years after effective date** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

5. COMPENSATION AND PAYMENT:

a. Budget/Rates. The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in **Exhibit B**.

c. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$23,500,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.

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

6. STATUS OF CONSULTANT: The Consultant is an independent Consultant retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents

and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

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

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

10. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better.

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

b. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Business Automobile Liability, and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement Consultant's insurer shall waive subrogation rights against the City.

e. **Subconsultants and Subconsultants:** Consultant shall confirm and document that all subconsultants and subconsultants (including independent Consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Business Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

11. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subconsultants either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only

party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. LIMITED LICENSE FOR REGISTERED TRADEMARK USE:

a. City uses and has rights in the trademark of the "Denver Logo".

b. City hereby grants to Consultant, for the term of the Agreement and subject to the terms and conditions set forth herein, a non-exclusive, nontransferable, personal license during the term of the Agreement to use the Denver Logo, and the goodwill appurtenant thereto, in the United States of America and the world ("Territory") in printed materials as described in the Agreement and in **Exhibit A** in preliminary or final forms ("Materials."). The Materials shall only be distributed or used to carry out the services described in the Scope of Work, subject to the terms of the Agreement ("Use").

c. Consultant shall use the Denver Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City. All Materials using the Denver Logo are subject to prior approval by the Executive Director or the Executive Director's designee.

d. There is no limit on how many times the Logos may be used on Materials; however, the license to distribute these Materials expires when the Agreement expires or is revoked or otherwise terminated.

e. This license for trademark use is being granted specifically due to the nature of the work performed by the Consultant and this license is therefore non-transferable and non-assignable to anyone other than those acting under the supervision and authority of the Consultant with respect to the creation and distribution of the Materials.

f. The Consultant shall state in a prominent place on all Materials as follows: The use of the City and County of Denver Logo is by permission granted from the City and County of Denver, all rights reserved.

g. The Consultant shall be solely responsible for the entire cost and expense of the Consultant's Use of the Denver Logo.

h. The Consultant shall ensure that only accurate reproductions of the Denver Logo are utilized and that the size, proportions, colors, elements, and other distinctive characteristics of the Logos are not altered in any manner except as may be permitted herein or as permitted in writing by the City. The Denver Logo may not be used as a feature or design element of any other logo or graphic. Consultant may only use the colors set forth as outlined in our Denver Brand Guidelines at www.denvergov.org/marketing under Brand Guidelines.

i. The Consultant shall deliver to the City from time to time upon request, orally or in writing, samples of the Materials within seven (7) days of the City's request in order to confirm that the use of the Denver Logo is consistent with the terms of this Agreement. The City shall approve or disapprove of said Materials within fourteen (14) days of the date of receipt thereof. All Materials shall be of the same quality as the approved samples.

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

14. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for

termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subconsultant or assign.

15. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include

transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 704
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

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

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

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders,

or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

24. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

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

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

31. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

35. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to

be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget/Rates.

Exhibit C – Certificate of Insurance.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number:
Contractor Name:

CASR-202579019-00
Aptim Environmental & Infrastructure, LLC

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

CASR-202579019-00
Aptim Environmental & Infrastructure, LLC

By:

Signed by:

Joel Freehling

31CA0441F4CF4C5...

Name:

Joel Freehling

(please print)

Title:

Director

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Exhibit A

Scope of Work

The Consultant will administer Climate Action Incentive Programs on behalf of Denver's Office of Climate Action, Sustainability, and Resiliency (CASR). Administration includes documenting program guidelines, vendor registration and oversight, incentive application processing, verification, incentive distribution, customer service, and more in accordance with program guidance provided by CASR, as particularly set forth in the tasks below, and as may be modified with written direction from the CASR.

The specific incentive programs that CASR will have the Consultant manage will be determined, in CASR's sole discretion, on an ongoing basis. The number of incentive awards issued, and subsequently incentive payments distributed, will be determined by CASR and is subject to annual budget appropriation.

In general, CASR will be responsible for the following:

- establishing the incentive program designs, eligibility criteria, and terms and conditions, as well as, for any mini-grant programs, the public purposes of the program;
- managing the application intake, review, and approval process for its incentive programs;
- approving scopes of work, budgets, and payment schedules for awardees for each program; and
- providing recipient award details to the Consultant for intake and processing via the Consultant's Incentive Platform.

CASR may, however, seek assistance with these tasks through Additional Work from the Consultant, pursuant to the terms of the Agreement. Additional CASR responsibilities are identified below.

CASR will have final approval over all program documentation, including, without limitation, all contracts/agreements, terms and conditions, and forms. Any modifications to those documents and/or other CASR-approved language must be approved by CASR in writing.

Consultant's tasks include:

Task 1: Incentive Program Management Platform ("Incentive Platform")

- a. General Guidance: The Consultant shall submit to CASR a recommended Incentive Platform design and supporting documentation following execution of the Agreement. The Consultant and City staff shall review the Incentive Platform design quarterly to ensure excellent applicant/vendor experience and allow for updates to the Incentive Platform. Consultant will incorporate best practices from similar rebate programs. Consultant shall submit draft Incentive Platform design plans to The City. The City will review and provide feedback and final approval to Consultant. Incentive Platform attributes should include but are not limited to the following:
- b. Incentive program intake and progress tracking
 - i. Intake of incentive program applicants and/or awardees.
 - ii. Creation and management of contracts/agreements between the Consultant and awardees, with review and approval by CASR.
 - iii. A process to reserve incentive program funding for approved awardees.

- iv. A method of assigning and reporting on incentive project completion, milestone attainment, and payment status to CASR according to a timeline and process flow approved by CASR.
 - v. A process to check the status of project implementation and cancel reserved incentives or extend timelines as deemed necessary by CASR.
 - vi. CASR and the Consultant will define process steps, timelines, inputs, and other requirements with CASR providing final approval.
- c. Incentive program recipient eligibility
 - i. Creating a process to add entities as eligible to receive incentive program payments per program guidelines.
 - ii. A process for auditing and suspending & removing entities that do not meet or adhere to program requirements, including at CASR's discretion.
- d. Supportive Resources and Complaint Management Process
 - i. A process to track and report incentive program recipient issues, requests, and response times.
 - ii. Web-based resources providing program information and access for applicants and recipients.
 - iii. A phone number and dedicated email for customer service.
 - iv. Willingness to coordinate with CASR on system redesign and process changes as needed.
 - v. Consultant should be the sole recipient of inquiries focused on issues with Consultant's platform and system, including but not limited to intake status updates, payment status updates, troubleshooting platform issues, etc. Consultant will respond to all inquiries related to the Consultant's system.

Task 2: Incentive Payment Distribution

- a. Distribute incentive payments in accordance with program designs approved by CASR, including but not limited to paper check and ACH payments.
 - i. Printed materials, including but not limited to stationery and paper checks related to a CASR incentive program, shall bear the Denver Logo, to be provided by The City. All materials using the Denver Logo are subject to prior approval by the Executive Director or the Executive Director's designee and the other terms of this Agreement.
 - ii. Consultant shall distribute incentive payments in a timely manner in accordance the expectations set forth in the KPIs.

Task 3: Data Management and Reporting

- a. The Consultant shall build and manage an online accessible database and report templates pertaining the applicable CASR incentive programs. The database should include, but not be limited to fields detailing project attributes, payment information, and recipient details. Final fields to be approved by the City:
 - i. Incentive program name
 - ii. Applicant/Recipient name (organization)
 - iii. Applicant/Recipient address
 - iv. Applicant/Recipient primary point of contact

- v. Applicant/Recipient phone number
 - vi. Applicant/Recipient email
 - vii. Name and contact information of Incentive Award Recipient's contractor, vendor, or service provider (as applicable)
 - viii. Executed contract between recipient and service provider
 - ix. Simple description of scope of work
 - x. Total estimated project cost
 - xi. Maximum incentive award amount
 - xii. Date of award approval
 - xiii. Completed project cost (actual)
 - xiv. Incentive award distributed (actual)
 - xv. Date(s) of payment distributions
 - xvi. Incentive category (e.g., Solar, EV charging, battery storage, workforce training, etc.,)
 - xvii. Project sub-attributes (e.g., Installed capacity (kW), # of charging plugs by type, etc.,)
 - xviii. Equipment information (manufacturer, model number(s), serial number(s), etc.,)
 - xix. Photos of completed work
 - xx. Project milestone reports
- b. Consultant will communicate with CASR's designated representative(s) regularly to report on the status of the program and to identify and address any issues or concerns as soon as they arise. Consultant and CASR representative(s) will attend a weekly call on program status, change requests, customer service, etc. and/or as needed.
- c. Consultant will verify equipment installation, use, and maintenance where appropriate. This may include but is not limited to providing and collecting forms regarding recipient obligations to maintain and use CASR-funded equipment as intended and to reimburse the City for its share of the remaining market value if they do not.

Task 4: Refund of All Remaining Funds

- a. Within ninety (90) days after the contract term expiration, the full amount of funds not distributed as incentives in accordance with the Agreement, shall be returned to CASR.
- b. Note: Many incentive awardees will have multi-year agreements that may necessitate a wind-down period to successfully distribute awarded funding during which new awards are no longer issued.

Task 5: Invoicing

- a. Consultant shall submit monthly invoices with incentive payment reports for the invoice month and include descriptions of each line item.
- b. Consultant and CASR may forecast forward incentive payment needs to ensure that the Consultant retains a sufficient balance of incentive funds available.
- c. Paid and reserved incentive funds at the end of each program year will be reconciled by January 15 of the following program year. Unspent funding will be transferred into the following program year using a process mutually agreed upon by Consultant and CASR.
- d. Each invoice shall note the amount of remaining funds associated with each incentive program budget.

Task 6: Additional Services As Needed

- a. Any requested Additional Services shall be handled pursuant to the terms of the Agreement.

CASR Responsibilities

- a. In addition to other responsibilities identified, CASR will be responsible for the following:
 - i. CASR's Incentive Programs supported by the Consultant will be highlighted on the Denver City website.
 - ii. CASR will notify the Consultant of any program marketing activities managed or initiated by the City.
 - iii. A high-resolution logo will be provided electronically to the Consultant within 7 days following execution of the Agreement. Its use is subject to the terms of this Agreement.
 - iv. The City will review and provide feedback in support of the Incentive Platform establishment activities.
 - v. Final approval of the Incentive Platform establishment materials and authorization to begin processing applicant/recipient intake will occur at the discretion of CASR.
 - vi. Consultant will establish and operate an email and phone number for Incentive Platform questions, and CASR will provide guidance and support to Consultant if needed.

Exhibit B

Budget & Rates

Program Establishment Fee

Upon execution of the professional services agreement, the City will provide program establishment funding of \$45,000.

- Activities for program establishment include documenting vendor and program guidelines, creating customer disclosure forms, creating web-based program resources, developing key performance indicators, and those tasks specifically set forth in **Exhibit A, Scope of Work**.

Rebate Fee

Subject to annual appropriation, the City will provide a budget of up to \$23,500,000 to the Consultant for issuance of incentive payments. The budget includes the establishment fee, rebate fees, and incentive funds.

- The program budget may be adjusted in writing at the discretion of CASR's Executive Director.
- The program establishment fee is included in the first-year's program budget.
- The City will pay, and the Consultant shall accept, a fee on all incentives issued as compensation for services rendered and costs incurred under the Agreement, according to the following schedule for each calendar year (CY).

	CY1	CY2	CY3
Base Fee	6.5%	6.5%	6.5%
Performance-based Fee	1%	1%	1%
Total Rebate Fee	6.5-7.5%*	6.5-7.5%*	6.5-7.5%*

*Contingent upon Key Performance Indicator (KPI) achievement.

- The rebate fees will be paid in accordance with approved reports and invoices. In its sole discretion, the City may deduct any unearned fee that has not been repaid from any amounts invoiced by Consultant.
- Except for any Additional Services, as they may be requested and approved pursuant to the terms of the Agreement, the \$45,000 establishment fee and the rebate fees (as earned) are Consultant's sole compensation for services rendered and costs incurred under the Agreement.

Key Performance Indicators

Key performance indicators will be established between City and Consultant as part of the Program Establishment process. These indicators will take a broader view of program success and may include but are not limited to recipient income and geographic targets, customer satisfaction scoring, and average incentive fulfillment times.

The Performance-based Fee may either be applied on an ongoing basis to each monthly invoice or included as a lump sum performance payment in the final annual invoice at the discretion of the City.

Incentive Fund

The City may provide the Consultant with advanced payment to establish and maintain an Incentive Fund.

- Consultant will maintain a separate, non-interest-bearing checking account (Participant Incentive Bank Account) dedicated solely to funds for the incentive programs. Consultant will not commingle any other funds in the Participant Incentive Bank Account. Consultant will ensure that any advanced incentive funds are held in a manner satisfactory to the City to provide visibility, tracking, and recouperation if needed.
- The City shall reimburse the Incentive Fund as needed to ensure that it remains adequately funded.
- In the event the Agreement expires or is terminated with funds remaining in the Participant Incentive Bank Account, Consultant shall repay the full amount not expended as incentives under the terms of the Agreement.

Time and Materials Rates for Additional Services

(rates shown on subsequent pages)

Hourly Rates

Hourly labor rate detail for supporting staff.

Hourly rates will escalate by 3% each calendar year (CY).

Prime Rates - APTIM

Title/Classification	Responsibilities	Rate/Hr.		
		CY1	CY2	CY3
MANAGING DIRECTOR	Serves as corporate sponsor	\$225.00	\$231.75	\$238.70
PROJECT DIRECTOR	Manages the entire APTIM team	\$210.00	\$216.30	\$222.79
IT DIRECTOR	Leads platform development and maintenance	\$200.00	\$206.00	\$212.18
PROJECT MANAGER	Serves as day-to-day program manager	\$180.00	\$185.40	\$190.96
MANAGING ENGINEER	Provides engineering analyses of energy data	\$170.00	\$175.10	\$180.35
IT MANAGER	Leads development/management of APTIM's rebate portal	\$160.00	\$164.80	\$169.74
PAYMENT MANAGER	Leads financial management and payment of rebates	\$150.00	\$154.50	\$159.14
ENGINEER II	Conducts energy analyses	\$130.00	\$133.90	\$137.92
ENGINEER I	Conducts energy analyses	\$120.00	\$123.60	\$127.31
SUSTAINABILITY LEAD	Provides support on grant reviews and impacts	\$110.00	\$113.30	\$116.70
RESEARCH ASSOCIATE	Assists in data collection and analysis	\$100.00	\$103.00	\$106.09
PROJECT SPECIALIST	Supports application reviews and customer service needs	\$80.00	\$82.40	\$84.87

Subcontractor Rates – Lotus Engineering & Sustainability

Title/Classification	Responsibilities	Rate/Hr.		
		CY1	CY2	CY3
PRESIDENT	Manages overall tasks	\$300.00	\$309.00	\$318.27
DIRECTOR/PRINCIPAL	Leads project team	\$250.00	\$257.50	\$265.23
SENIOR ASSOCIATE II	Leads research, marketing, reviews, and community engagement; provides subject matter expertise	\$220.00	\$226.60	\$233.40
SENIOR ASSOICATE I	Assists with research, marketing, reviews, and community engagement	\$200.00	\$206.00	\$212.18
ASSOCIATE II	Provides assistance to project team on project delivery	\$180.00	\$185.40	\$190.96
ASSOCIATE I	Provides assistance to project team on project delivery	\$175.00	\$180.25	\$185.66
RESEARCH ASSOCIATE II	Assists with research and report development	\$80.00	\$82.40	\$84.87
RESEARCH ASSOCIATE I	Assists with research and report development	\$75.00	\$77.25	\$79.57

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Robert Kaiser PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: Robert.Kaiser@usi.com														
INSURED Aptim Environmental & Infrastructure,LLC 1200 Brickyard Ln Suite 202 Baton Rouge, LA 70802	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER B : Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C : Allianz Underwriters Insurance Company</td> <td>36420</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E : Allied World Insurance Company</td> <td>22730</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Surplus Lines Insurance Company	13604	INSURER B : Starr Indemnity and Liability Company	38318	INSURER C : Allianz Underwriters Insurance Company	36420	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : Allied World Insurance Company	22730	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000090589241	06/30/2024	06/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	1000635746241	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	1000095268241	06/30/2024	06/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	1000004242	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution-Co			USL02887224	06/30/2024	06/30/2025	10,000,000 Per Occ/Agg
D	Professional			CEO744642307	06/30/2024	06/30/2025	10,000,000 Each Claim
E	Excess Liabi			03108050	06/30/2024	06/30/2025	15,000,000 Per Occ/Agg

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

Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation) and is granted a Waiver of Subrogation as required by written contract. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit carrier cancellation without thirty (30) days prior written notice to the Certificate Holder. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver, Office
 of Climate Action
 201 W. Colfax Ave Dept 704
 Denver, CO 80202

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

AUTHORIZED REPRESENTATIVE

Anthony J. Davis

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DESCRIPTIONS (Continued from Page 1)*******Schedule of Named Insureds*******

Accelerated Cleanup Company, LLC
 AELS Administrative Services, LLC
 AM Acquisition LLC
 American Plastic Pipe and Supply, L.L.C.
 Aptim AECOM Decommissioning, LLC
 Aptim Canada Acquisition LLC
 Aptim Chile Intermediary LLC
 Aptim Coastal Planning & Engineering, LLC
 Aptim Coastal, Inc.
 Aptim Connecticut, Inc.
 Aptim Constructors LLC
 Aptim Contingency Constructors LLC
 Aptim Corp.
 Aptim Engineering New York, P.C.
 Aptim Engineering of North Carolina, P.C.
 Aptim Environmental & Infrastructure, LLC
 Aptim Environmental Liability Solutions, L.L.C.
 Aptim Facilities, Inc.
 Aptim Federal Craft Services, LLC
 Aptim Federal Services, LLC
 Aptim Geosyntec JV LLC
 Aptim Government Solutions, LLC
 Aptim HDR, LLC
 Aptim Holding Corp.
 Aptim Holdings LLC
 Aptim Intellectual Property Holdings, LLC
 Aptim Investment Holdings, LLC
 Aptim Liquid Solutions LLC
 Aptim Maintenance, LLC
 Aptim Massachusetts, LLC
 Aptim Peru Intermediary LLC
 Aptim Port Services International, LLC
 Aptim Port Services, LLC
 Aptim Radiological Services LLC
 Aptim Response Services LLC
 Aptim Services, LLC
 Aptim Specialty Services, L.L.C.
 Aptim Thailand Acquisition LLC
 Aptim/Baker/Gannett Fleming J.V.
 Aptim-AIM JV
 Aptim-Amentum Alaska Decommissioning LLC
 Aptim-Atkins JV LLC
 Aptim-Harper Construction JV, LLC
 APTIM-Navarro-Veolia Joint Venture, LLC
 Aptim-North Wind Construction JV, LLC
 Aptim-Tokyu Construction JV, LLC
 Aptim-Versar, LLC
 Atlantic Contingency Constructors, LLC
 Benicia North Gateway II, L.L.C.
 Bhate Federal Services JV, LLC
 Black & Veatch/Aptim/Dvirka and Bartilucci JV
 Brice Aptim JV LLC
 BWSR, LLC
 Camden Road Venture, LLC
 Coastal Estuary Services, L.L.C.
 Consolidated Contingency Services LLC

DESCRIPTIONS (Continued from Page 1)

GHG Solutions, LLC
Great Southwest Parkway Venture, LLC
HDR Aptim, LLC
HGL-Aptim Applied Science and Technology JV, LLC
HGL-Aptim JV, LLC
High Desert Support Services, LLC
Jenny/Aptim/AECOM, Joint Venture
Kings Bay Support Services, LLC
KIP I, L.L.C.
LandBank Properties, L.L.C.
LFG Specialties, L.L.C.
Millstone River Wetland Services, L.L.C.
NOREAS APTIM Environmental Remediation JV
Noreas Environmental Services LLC
NOREAS-Aptim JV
Norwood Venture I, L.L.C.
Olsen Associates, Inc. and Aptim Coastal Planning & Engineering, Inc. JV
Otay Mesa Ventures II, L.L.C.
Paducah Remediation Services, LLC
PB/Aptim Massachusetts, Inc., a Joint Venture
Ridge Top Ranch, LLC
So-Glen Gas Co., LLC
Solutions2Rebuild, LLC
South Platte Resiliency Company, LLC
Space Coast Launch Services LLC
Stantec-Aptim JV, LLC
Strategic Storage Partners, LLC
TerraVista Lakes, LLC
TFS-Aptim JV LLC
The Landbank Group, LLC
Triquetra III JV
VS2, LLC
Whippany Venture I, L.L.C.

Job Number:SF 024102
Description of Operations: ** Full Certificate Holder Name: City & County of Denver, Office of Climate
Action, Sustainability & Resiliency
Certificate Holder is an additional insured where required by contract or written agreement and is granted
additional benefits under the policy as outlined above.