

POPULOUS

April 29, 2020

Jason DePaepe
University of Colorado
Athletics Department
2150 Stadium Drive
Champions Center, Fifth Floor
Boulder, CO 80309

RE: Folsom Field Readiness Planning for 2020/2021 Football Season
Consultant Letter Agreement

Dear Jason:

Thank you for the opportunity to submit this proposal to provide our services as you prepare to host football games at Folsom Field for the 2020 season. It is our understanding that the University of Colorado would like Populous' assistance in identifying strategies to prepare the stadium to accommodate football events, including gameday management approaches. This letter shall act as our agreement between Populous, Inc. ("Consultant") and University of Colorado, Athletic Department ("Client") for consulting services in conjunction with the Folsom Field Readiness Planning for 2020/2021 Football Season.

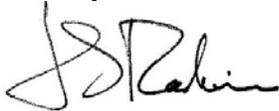
The specific description and anticipated schedule of services we propose to provide are defined in Attachment A, "Scope of Services and Anticipated Delivery Schedule" and made a part of this proposal.

The terms of compensation and reimbursements to Populous for rendering these services are defined in Attachment B, "Compensation for Services", and made a part of this proposal.

The general terms and conditions of this agreement are defined in Attachment C, "General Conditions to Letter of Agreement", and made a part of this Agreement.

If you are in agreement with this proposal and the terms and conditions above, please sign below. Upon my receipt of one signed copy of this Letter Agreement, we will begin work on your project. This proposal is valid for thirty (30) days from the date above. We are very pleased at the prospect of working with you on this important project. Please feel free to call me with any questions you may have. I look forward to hearing from you soon.

Sincerely,



J. Scott Radecic
Senior Principal

Attachments

cc: Chris Herring – Populous
Jeremy Krug – Populous
Zack Rudman – Populous
File

ACCEPTED BY CLIENT:

DocuSigned by:
Elise Ridgway
AE9250F82B8EF48U...

By Purchasing Agent

Title 5/6/2020

Date



Mr. Jason DePaepe
University of Colorado

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ATTACHMENT A

FOLSOM FIELD READINESS PLANNING FOR 2020 FOOTBALL SEASON

SCOPE OF SERVICES AND ANTICIPATED DELIVERY SCHEDULE

UNDERSTANDING OF PROJECT

[REDACTED]

TASKS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

DELIVERABLES

[REDACTED]

[REDACTED]

SERVICES NOT INCLUDED AS PART OF THIS PROPOSAL

[REDACTED]

[REDACTED]

ASSUMPTIONS/QUALIFICATIONS/CLARIFICATIONS

[REDACTED]

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CLIENT PROVIDED ITEMS

[REDACTED]

SCHEDULE

[REDACTED]



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ATTACHMENT B

FOLSOM FIELD READINESS PLANNING FOR 2020 FOOTBALL SEASON

COMPENSATION FOR SERVICES

BASIC FEE

The basic fee for the scope of services outlined in 'Attachment A' shall be Twenty Four Thousand Five Hundred Dollars (\$24,500).

REIMBURSABLE EXPENSES

Travel Expenses (if applicable)

Expenses for travel of Populous including transportation, meals, lodging and other travel related expenses will be reimbursable by the Client.

Reimbursable Expenses

Reimbursable expenses will include: courier services, postage and delivery charges; reproduction costs; photographic production; and expense of renderings, models and mock-ups requested by the Client. All payments to be made by the Client under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at cost without mark up.

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ATTACHMENT C

FOLSOM FIELD READINESS PLANNING FOR 2020 FOOTBALL SEASON

GENERAL CONDITIONS TO LETTER AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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[Redacted]

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[REDACTED]

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[REDACTED]

[REDACTED]

**AMENDMENT
TO THE
AGREEMENT BETWEEN
POPULOUS, INC.
AND
THE REGENTS OF THE UNIVERSITY OF COLORADO**

As an Amendment to the Folsom Field Readiness Planning for 2020/2021 Football Season Consultant Letter Agreement executed contemporaneously herewith, including all documents incorporated by reference therein (collectively, the "Agreement"), between Populous, Inc. ("Contractor" or "Consultant") and The Regents of the University of Colorado, a body corporate, contracting on behalf of the University of Colorado Boulder ("University" or "Client"), and notwithstanding any contrary terms or provisions of the Agreement, the parties agree as follows:

A. The legal name of the University is:

The Regents of the University of Colorado, a body corporate, contracting on behalf of the University of Colorado Boulder.

B. The terms of this Amendment (including the Special Provisions set forth below) expressly supersede any inconsistent terms of the Agreement. In the event of a conflict between the terms of this Agreement and any purchase order terms and conditions, the terms of this Agreement shall control.

C. The Effective Date of the Agreement is modified to be the date of the last signature hereto.

D. Fax and electronic signatures shall have the same effect as original signatures.

E. The following shall be added to the sentence under **REIMBURSABLE EXPENSES and Travel Expenses** in Attachment B, Compensation For Services:

Client shall only reimburse Contractor for actual pre-approved travel expenses. Reimbursable travel expenses shall be limited to the following: actual mileage (calculated using the State of Colorado rate applicable at the time of travel found here: <https://www.colorado.gov/pacific/osc/mileage-reimbursement-rate-history>), coach airfare (with discounted advance bookings made whenever possible), reasonably priced hotel/motel accommodations, economy class car rentals and eligible meals and incidental expenses. Eligible meal expenses shall include tips and incidental expenses shall include expenses for personal telephone calls and tips for bellhops, porters and maids. Expenses for meals and incidentals shall be

determined by destination and shall be made at a rate not to exceed per diem amounts found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

- F. The following shall be added to the end of **Section 2. Reimbursable Expenses**, in Attachment C:

University represents and warrants that it is a tax-exempt institution of higher education of the State of Colorado, and as such, it is exempt from federal excise and all state and local taxes. Such taxes shall not be included in Agreement prices. University's tax exemption certificates can be found at the following website: <https://www.cu.edu/psc/policies/tax-exempt-certificates>.

- G. The following shall be added to **Section 1 Payments**, in Attachment C, General Conditions to Letter Agreement:

In accordance with C.R.S. § 24-30-202(24), the interest due and owing for delinquent payments shall be one percent (1%) per month.

- H. **Section 3. No Deduction**, in Attachment C, General Conditions of Letter Agreement, shall be deleted.

- I. **Section 4, Legal Costs**, in Attachment C, General Conditions of Letter Agreement, shall be deleted.

- J. The following shall be added to **Section 12. Insurance**, in Attachment C, General Conditions of Letter Agreement:

Contractor shall at all times maintain and comply with all insurance provisions as attached hereto and incorporated herein by reference. For any claims for which Contractor is liable hereunder, University shall be entitled to recover up to the full limits of liability provided by Contractor's insurance.

- K. **Section 14. Termination of Agreement**, shall be amended to the following:

Termination for Convenience. University may terminate the Agreement upon thirty (30) days' prior written notice to Contractor, with no further obligation to Contractor other than to pay for any amounts owing prior to the effective date of termination. University shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

- L. **Section 15. Dispute Resolution/Arbitration** in Attachment C, shall be deleted.

- M. The second paragraph under **Section 17. Indemnity** shall be deleted and replaced with:

Client shall be responsible for the negligent acts and omissions of its officers, agents, employees and representatives with respect to its obligations under this Agreement.

Notwithstanding anything in the Agreement to the contrary, the parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (“CGIA”). Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of University and the State to the above cited laws. It is specifically understood and agreed that nothing contained in the Agreement shall be construed as an express or implied waiver by University of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under CGIA, as a pledge of the full faith and credit of the State of Colorado, as an assumption by University of a debt, contract or liability of Contractor in violation of Article XI, Section 1 of the Constitution of Colorado, or as a waiver of University’s immunity under the Eleventh Amendment to the United States Constitution. The University shall not indemnify, defend and/or hold Contractor, its affiliates or any third party harmless from and against any claims.

- N. The following shall be added to the end of **Section 19. Limitation of Liability**, in Attachment C:

However, for purposes of this section, consequential damages shall not include, nor shall any aforementioned limits on liability herein include, direct damages or claims arising out of bodily injury or death or damage to tangible property arising from the negligent or intentional acts or omissions of Contractor, its employees, agents or servants while on University’s property.

- O. **SPECIAL PROVISIONS.** The Agreement shall include the Special Provisions which are required pursuant to the University of Colorado Fiscal Procedures except that Special Provision Number 1 shall not apply to Contracts of \$150,000 or less. The Special Provisions shall always control over other parts of the Agreement. The Special Provisions are set forth below. Any reference to “Contractor” shall be deemed a reference to Populous, Inc.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** This contract shall not be valid until it has been approved by the University Controller or designee.
2. **FUND AVAILABILITY.** Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the University, and **(c)** be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and state laws, University policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision

incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. **BINDING ARBITRATION PROHIBITED.** The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. **CONTRACTOR OFFSET. [*Not Applicable to intergovernmental agreements*]** If required by CRS §24-30-202.4 (3.5), the University Controller or designate may withhold payment under the State's Contractor offset intercept system for debts owed for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

10. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program

procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the University within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the University may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

11. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Effective July 1, 2010

- P. All other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

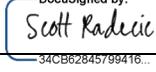
CONTRACT SIGNATURE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate POPULOUS, INC.

By  _____
DocuSigned by:
Elise Ridgway
AE8250F82BEF480...

By  _____
DocuSigned by:
Scott Radecic
34CB82845799416...

Elise Ridgway

Printed Name

Scott Radecic

Printed Name

Purchasing Agent

Title

senior principal

Title

5/6/2020

Date

5/5/2020

Date



University of Colorado

Boulder | Colorado Springs | Denver | Anschutz Medical Campus

UNIVERSITY RISK MANAGEMENT

STANDARD INSURANCE REQUIREMENTS General Professional Liability

The Contractor shall obtain and maintain and cause its sub-contractors to obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Neither the contractor nor its sub-contractors, under this agreement, are relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the University of Colorado.

COVERAGES

- **Commercial General Liability** – ISO most current form or its equivalent. Coverage to include:
Premises and Operations
Personal / Advertising Injury
Products / Completed Operations
Liability assumed under an Insured Contract (including defense costs assumed under contract)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

- **Automobile Liability including:**

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

Combined single limit (Each Accident)	\$1,000,000
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- **Workers Compensation**

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 Each Accident \$100,000 Disease Each Employee \$500,000 Disease Policy Limit

- **Professional Liability Insurance**

The Contractor shall maintain Errors and Omissions Liability covering wrongful acts and errors and/or omissions in the provision of professional services under a written contract.

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000



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UNIVERSITY RISK MANAGEMENT

ADDITIONAL INSURANCE REQUIREMENTS

1. All insurers must be licensed or approved to do business within the State of Colorado and should possess a minimum A.M. Best's Insurance Guide rating that is acceptable to the University of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis. Professional Liability is acceptable on a claims-made basis.
2. The Contractor shall provide the University of Colorado a Certificate of Insurance evidencing all required coverages, before commencing work or entering University of Colorado premises. The certificate holder shall be The Regents of the University of Colorado, a body corporate, 1800 Grant St. Suite 700, Denver, CO 80203
3. The Contractor shall name **"The Regents of the University of Colorado, a body corporate"** as an Additional Insured as respects the general liability policy.
4. A waiver of subrogation in favor of the University of Colorado must apply as respects the Workers' Compensation and Professional Liability policies.
5. Upon request by the University of Colorado, Contractor must provide a copy of the actual insurance policy and/or required endorsements effecting coverage(s) required by the Contract.
6. The University of Colorado requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University of Colorado.
7. A separation of insureds clause must be included in general liability policies.
8. Contractor shall notify the University of Colorado of any cancellation, or reduction in coverage or limits of any insurance within seven (7) days or receipt of insurer's notification to that effect.
9. The Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.
10. Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University of Colorado. The University of Colorado reserves the right to negotiate additional specific insurance requirements at the time of the contract award.
11. The parties hereto understand and agree that The University of Colorado is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.
12. The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.