

ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT

2026 FIT FACILITY CONDITION ASSESSMENT PROGRAM PROFESSIONAL DESIGN SERVICES

202683100

THIS ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT (the “Agreement”) is entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **SHORT-ELLIOTT-HENDRICKSON, INCORPORATED** (the “Consultant” or “Consultants”), a Minnesota corporation, registered to conduct business in the State of Colorado, whose business address is 2000 South Colorado Blvd., Ste. 1200, Colorado Center Tower Two, Denver, Colorado 80222 (the Consultant and the City are sometimes referred to herein collectively as the “Parties” or each individually as a “Party”).

RECITALS:

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), seeks “readily available” professional architectural and engineering services and related technical services to support the 2026 FIT Facility Condition Assessment Program.

2. The Consultant represents that its members include a duly licensed architect and a duly licensed professional engineer in the State of Colorado, and that the Consultant has the present capacity and is experienced and qualified to perform such professional architecture and engineering services for the City in connection with the Project, as specified in this Agreement.

3. In response to the City’s Request for Qualifications, dated September 17, 2025, (the “RFQ”), the Consultant has provided a responsive submittal, dated November 7, 2025, (the “Submittal”) for such services to the City. The Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Consultant to furnish professional architectural and engineering design services for the Project 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 Incorporation. The Parties each hereby acknowledge the accuracy of the Recitals set forth above and incorporate the same into the operative provisions of this Agreement.

1.03 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure (“Director”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his or her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director’s behalf by written notice to the Consultant.

1.04 Independent Contractor. The Consultant is an independent contractor retained to perform professional or technical 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.

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

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional architectural and engineering services for the Project in accordance with the terms and conditions of this Agreement. The Consultant's basic services shall consist of all of those services described in this Agreement and in **Exhibit A**.

2.02 Professional Responsibility.

- (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 nature similar 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 further agrees to design each element of the Project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper for its intended purpose.
- (d) All work performed by the consultant under this Agreement shall comply with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) The reports, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant must represent a thorough study and competent solution for the Project as per usual and customary professional standards and shall reflect applicable architectural and engineering skills.
- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the involvement of any agent, consultant or subconsultant, or employee 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.

2.03 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 shall be a continuing work item. Such coordination shall consist of regular progress and review meetings, work sessions and other coordination activities as directed by the City. The Consultant shall document all meetings and distribute notes to the City.

2.04 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** 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 outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians 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.
- (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 work 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 Director 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 Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Consultant and give the Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Consultant to reassign or replace such key personnel. If the Director 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 Director's notice.

- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on any aspect of the Project to which they may be assigned, and the 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 Director 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 Director before they are assigned to a specific element of the Project.
- (k) The Director shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.05 Basic Services – General.

- (a) These 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.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the work being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each element of the Project for each phase.
- (e) The Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.

- (g) 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.

2.06 Basic Services. Consultant shall satisfactorily complete all work necessary to complete and deliver the work set out in **Exhibit A**.

2.07 Additional Services.

- (a) If the Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Consultant, then the Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Consultant that the maximum cost of such services will not cause the total amount payable to the Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Consultant and approved in writing by the City.
- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual timecard cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
 - 2. The actual cost to the Consultant for other necessary outside services performed by independent consultants; and
 - 3. The Consultant's actual reproduction cost for drawings.
- (d) The Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.08 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **eleven percent (11%)**.
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:
 - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
 - (3) If amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such or contract modification shall be promptly submitted to DSBO for notification purposes.
 - (4) Those amendments or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
 - (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be

made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's/subconsultant's invoice.

- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its service performed and expenses incurred under this Agreement as follows:

3.01 Fee for Basic Services. The City agrees to pay the Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **THREE MILLION THREE HUNDRED NINETY-TWO THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS (\$3,392,223.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. No reimbursable expenses will be paid under this Agreement. All costs are included in Consultant's Fee for Basic Services in paragraph 3.01.

3.03 Additional Services. There is no budget for additional services.

3.04 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other 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. Final Payment to the Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION THREE HUNDRED NINETY-TWO THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS (\$3,392,223.00)** (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 set forth therein are performed at Consultant's risk and without authorization under the Agreement.

- (b) 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.
- (c) The Consultant understands and agrees that the provision of any services by the Consultant, which would cause the total amount payable to the Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **March 1, 2026**, and expire on **March 31, 2027**, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her sole discretion, to extend the term of this Agreement by written agreement signed by the Director and the Consultant.

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 Director.
- (b) The Director may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Director. 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 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 Project 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 drawings, specifications, and other documents relating to the design or administration of 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, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all documents and data created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the “Documents”), whether the Project 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 the information and reference, and the originals of all of the Documents, including all CAD disks, 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.

5.02 Taxes and Licenses. The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit 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 Director, 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 allow 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.

5.03 Consultant's Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at 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 forgoing 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 time comply with D.R.M.C. 20-276.

5.04 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.

5.05 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.

5.06 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 eight (8) 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 C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) **Additional Insureds:** For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Consultant and subconsultants' insurers 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, 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 subconsultants 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 minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.
- (j) **Additional Provisions:**
 - (1) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (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 its 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.

5.07 Defense and 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 duty 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.

5.08 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.*

5.09 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following items, which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services.
Exhibit B	Key Personnel/Rates.
Exhibit C	ACORD Certificate of Insurance.
The RFQ	
The Submittal	

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed items, 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 5

Exhibit A
Exhibit B
Exhibit C
The RFQ
The Submittal

5.10 When Rights and Remedies Not Waived. In no event shall any payment or other actions by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which 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 the Agreement shall be held to be a waiver of any later or other breach.

5.11 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, 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).

5.12 Conflict of Interest.

- (a) 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 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 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.

5.13 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.

5.14 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.

5.15 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.

5.16 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 mean 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 Parties understand 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.

5.17 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 its 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 contract personnel being barred from City facilities and from participating in City operations.

5.18 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)-(f). For

the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

5.19 Waiver of C.R.S. 13-20-802, et seq. The Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

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

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

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

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

to the City: Executive Director, Department of Transportation and Infrastructure or Designee
201 W. Colfax Avenue, Suite 608
Denver, Colorado 80202

With a copy of any such notice to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

to the Consultant: Short-Elliott-Henderson, Incorporated
2000 South Colorado Blvd., Ste 1200
Colorado Center Tower Two
Denver, Colorado 80222

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

5.24 Severability. It is understood and agreed by the Parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal, invalid, unenforceable 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.

5.25 Agreement as Complete Integration-Amendments. This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion or other modification has any force or effect, unless embodied herein in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or at variance with any written amendment to the Agreement will have any force or effect or bind the City. 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.

5.26 Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5.27 Status of Consultant. The Consultant is an independent contractor 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.

5.28 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.

5.29 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.

5.30 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.

5.31 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.

5.32 City Execution of Agreement. This 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.

5.33 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.

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: DOTI-202683100-00
Contractor Name: Short-Elliott-Hendrickson, Incorporated

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

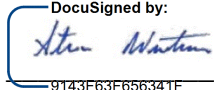
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202683100-00
Short-Elliott-Hendrickson, Incorporated

By: 
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Name: Steve Winters
(please print)

Title: Vice President - West RL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

Project Scope and Deliverables

Buildings for Assessment: A list of buildings and facility sites to be assessed is provided at the end of this document. The list contains 120 buildings/facilities sites totaling approximately 6.6 million square feet. A near final list of buildings to be inspected appears below. The City will provide a final list and so long as the total square footage and the total number of buildings do not change by more than 5% Consultant’s fee will not change.

Tasks: The Consultant Team shall provide architectural and engineering services to conduct the FCAP assessment through, but not limited to, the following tasks:

Task	Description	NAICS Codes
1	Review maintenance and repair records, building plans, past studies or surveys, and any other available documentation.	541310, 541330, 541350, 541611.
2	Interview key personnel to prepare and understand current issues.	541310, 541330, 541350, 541611.
3	Conduct a detailed field survey of systems and components relevant to facility operations.	541310, 541330, 541350, 541611.
4	Document deficient conditions using a consistent data collection method.	541310, 541330, 541350, 541611.
5	Develop cost estimates, budgets, and action timeframes to remediate observed deficiencies.	541310, 541330, 541350, 541611.
6	Delineate deficiencies using priorities and issue categories.	541310, 541330, 541350, 541611.
7	Determine an overall individual rating for each facility in terms of observed condition, maintenance status, and general life/safety code compliance.	541310, 541330, 541350, 541611.
8	Provide detailed recommendations for maintenance, renewal, or replacement of identified deficient conditions.	541310, 541330, 541350, 541611.
9	Establish a current replacement value (CRV) and facility condition index (FCI) for each building or facility.	541310, 541330,

		541350, 541611.
10	Provide draft and final reports for each building/facility.	541310, 541330, 541350, 541611.
11	Provide City-wide guidance on standardization and analysis of BAS systems and make recommendations and/or specifications.	541310, 541330, 541350, 541611.

Systems to be Assessed: The Consultant Team shall use *UniFormat* to classify building conditions and set the level of detail as: *UniFormat II Level 3, Major and Minor Systems*. Field review of the following systems is required for each site. The Team may observe equipment while powered on and operating but will rely on facility staff to power on or cycle each system as needed.

- **Site Improvements.** Utility connections and shut offs at the building, facility entry points, paving systems, walkways, ramps, and exterior lighting will be assessed. Storm water drainage will be observed and discussed as part of field interviews to understand historic problem areas associated with major rain events. Underground main and distribution building utilities will require additional information from facility staff to be included as an assessed item.
- **Structural Systems and Exterior Architecture.** Structural frames and building envelopes will be visually evaluated and include exposed foundations both interior and exterior, exterior wall systems, openings including doors, windows, vents, skylights, storefronts and curtainwalls, cladding wall and roofing systems, balconies, staircases, elevated walkways, basements, and walkable tunnels. Crawl spaces will be observed, but not entered. Building site improvements 10-feet from the exterior enclosure will be assessed as will parking areas and roadways.
- **Interior Architecture.** Interior architectural elements and finished spaces including lobbies, corridors, assembly areas, and restrooms will be assessed. Within these spaces, the condition of floors, walls, ceilings, doors, and finishes will be assessed and catalogued in *UniFormat*. Isolated cosmetic and routine maintenance items will not be the focus of the assessment, and opinions of probable cost will not be determined for these items.
- **Mechanical Systems.** Mechanical systems and equipment including basic heat generation and distribution systems, steam service entrances, condensate piping, pressure reducing stations, meters, valves, and controls will be identified and assessed.
- **Air Conditioning and Ventilation Systems.** Air conditioning and ventilation systems including chillers, cooling towers, air handlers, split systems, package units, etc. will be assessed. Chilled water service entrances, including supply and return piping, meters, and valves will be assessed. Building automation system controls, building management systems, and component equipment will be observed. Unit costs exclude any mark-ups, soft costs, escalation, inflation, overtime, and off-hours work.
- **Electrical Systems.** Electrical systems and equipment distribution panels, transformers, meters, emergency generators, lighting systems, and emergency systems will be assessed.

- Plumbing Systems. Plumbing systems including exposed piping, domestic hot water production equipment, and other equipment or fixtures will be assessed. Piping concealed within walls will be assigned the same condition rating as the exposed, adjacent piping unless alternate information is provided during the pre-assessment phase.
- Life Safety / Fire Protection Systems. Life safety and fire protection systems and equipment including sprinklers and standpipes, fire alarm systems, smoke detectors, and emergency lighting will be assessed.
- General ADA Compliance. A high-level ADA assessment focused on access barriers including site accessibility, access to building products and services, restrooms, and communication features will be conducted. Only a visual identification and documentation of items that appear to be noncompliant will be performed (includes exterior route from parking, interior route, restrooms, access to service, and accessible communications systems). The purpose of this assessment is to identify areas of risk related to accessibility. It is not intended to be a legal compliance review of accessibility standards. Measurements and calculations will not be performed.

Information Collection and Report Items: For each deficiency, the Consultant Team shall methodically record consistent information as follows at a minimum. An example summary is provided below.

- Record general information and conditions by *UniFormat* number with location of the system and location, or locations served, noted. Year of installation may be noted if known.
- Describe each deficiency, rate the condition, note all observed critical issues, and issue recommendation based on the observed conditions.
- Prioritize each deficiency action along with observed remaining life and a reference BOMA lifecycle figure based on the *UniFormat* number.
- Capture a representative photo for each deficiency.
- Provide a present-value ROM estimate of probable cost for each deficiency that includes all labor, material, and equipment required to replace a system or component. Estimates shall exclude any mark-ups, soft costs, escalation, inflation, overtime, and off-hours work.

Example Summary:

Item ID:	[insert tracking number]
<i>Uniformat</i> Name:	B3060 - Roof Hatch Fall Protection
Location:	Roof
Area Served:	Roof
Description:	Roof hatch fall protection
Priority Classification:	1
Observed Remaining Life:	1 year
Act by:	2027
Action Timeframe:	1 year

Reference Life (BOMA):	75 years
Deficiency Code(s):	D2: Unsafe
Critical Issue(s):	There is no fall protection surrounding the roof hatch to prevent accidental falls.
Recommendation:	Install fall protection railings around the hatch.
Estimated Cost (2026):	\$12,000

Priority Classifications:

- **Priority 1: Necessary and Currently Critical (0-1 yr)**
 - Work that requires near-term action to address critical or impending equipment failure, reduce extremely excessive and unnecessary energy use, and/or has an extremely quick payback (less than 6-months).
 - Also applies to an operational or O&M recommendation that results in significant improvement to facility operations or occupant comfort.
- **Priority 2: Necessary and Highly Recommended (1-3 yrs)**
 - Work that requires near-term action to prevent equipment failure, reduce excessive and unnecessary energy use, or has a quick payback (1 to 3-years).
 - Also applies to an operational or O&M recommendation that results in significant improvement to facility operations or occupant comfort.
- **Priority 3: Necessary, but not Yet Critical or High Priority (3-5 yrs)**
 - Needed work that could become a Priority 1 or 2 within the next 5-years or has longer than 7-year payback.
 - Also applies to an operational or O&M recommendation that minimally improves facility operations or occupant comfort.
- **Priority 4: Deferrable until Building or Equipment/System Renewal (5-10yrs)**
 - Implementation likely to improve efficiency.
 - But has an extensive payback (longer than 10-years) and can be put off until a later date.

Deficiency Codes:

- D1: Excess Energy Use
- D2: Unsafe
- D3: Broken
- D4: Obsolete
- D5: Beyond Useful Life
- D6: Code Concern
- D7: ADA Concern

Report Delivery and Collaboration:

- The Team shall deliver a draft report for each site to the City once field data collection, office analysis, cost estimating, and quality control tasks are complete by the Team.
- A collaborative session with the City to review findings and answer any questions about the report format or content shall be scheduled for individual or a bundle of sites. Changes or revisions identified during draft report review or the collaboration session will be addressed by the Team prior to delivering final reports.
- Reports and datasets will be compiled into reports and datasets and delivered to the City. A comprehensive PDF report will be delivered for each site. The Report shall include:
 - An executive summary describing the overall condition of the asset, facility condition indices (FCIs), breakdown of needs by year and by discipline, a narrative description of the building, and an overall building rating (see below).
 - Deficiencies listed by system and priority with detailed information describing each deficiency. A system summary list including description of the system, description of observed deficiencies, recommendations for renewal or replacement, cost estimate, action timeframe, and observed remaining life, and primary or multiple images.
 - A photo log, attached as an appendix.
 - Cost estimate worksheets, if applicable, attached as an appendix.
 - All data collected during the FCA will be provided to the City in an Excel file that is easily sorted and available for further analysis by the City.

Overall Building Rating Definitions:

- **1 - Excellent/Very Good:** New building that looks to have been installed within the last few years and has no visible imperfections. No action is suggested currently. Building is well maintained with no visible defects or reported issues. Building systems are operating at optimal conditions. No action is suggested at this time.
- **2 - Good:** Building is not new, but all systems are performing well. No building systems are rated below “Fair”, and there are no structural building issues present. Building systems have some very minor deficiencies but are performing as expected. Routine preventative maintenance is suggested.
- **3 - Fair:** Building systems show minor deficiencies but are functioning properly. Minor systems suffer from moderate deterioration, but all critical systems are above “Fair” condition. Small percentages of building support systems are obsolete or do not meet design needs or standards. These systems should not be repaired due to the manufacturing no longer existing or no longer making that unit, old technology, etc., and the unit should be replaced upon deficiencies. A small percentage of building support systems are approaching or have exceeded their design lives. Roof structure is intact but is beyond service life or is damaged. Envelope is aging but secure.
- **4 - Poor:** Building support systems are functional, but deficiencies have affected the integrity. A large percentage of building support systems need major repairs or components needing replaced. These repairs/replacements should be made as soon as possible. Imminent failure and potential life safety hazards are likely if deferred further. Roof is in danger of failing. Envelope has moderate to heavy damage.

- **5 - Very Poor:** The building support systems are no longer functioning at all. Building is in need of a large overhaul or entire replacements of major systems are in order for functionality to operate at ideal, safe conditions. Roof and/or envelope have failed. Life safety items are known to be present in the building, and/or building certificate of occupancy has or will be rescinded.

Consultant Team

The following is a list of disciplines that the Consultant Team shall consider when assembling qualifications and proposals for the scope of work described herein.

- Architectural
- Mechanical, Electrical, Plumbing (MEP)
- Facility Cost Estimating
- Roofing / Envelope
- Life Safety / Fire Suppression
- Building Code
- Building Automation Systems

Project Schedule

- February 2026: Preliminary scheduling of site visits by City Project Manager
- April 2026: Anticipated Notice to Proceed
- April 2026 – September 2026: Field Assessments
 - Note: 120 sites / 6 months = 20 sites/month (on average).
- June 2026 – September 2026: Draft Reports will be submitted on a rolling basis to allow for City review
- December 1, 2026: All final reports for all sites shall be complete

Buildings for Assessment

BUILDING NAME	ADDRESS	SQUARE FOOTAGE (approx.)	DATE BUILT (approx.)
Water Board Garage/Judge's Garage	1340 N Cherokee	14,352	1939
City and County Building	1437 Bannock/1460 Cherokee Street - 80202	419,387	1933
Wellington E. Webb Municipal Office Building	201 W. Colfax Avenue - 80202	558,996	2001
Denver Post Building	101 W. Colfax Ave., - 80202	119,795	2005
Justice Center Garage	490 W. 14th Avenue - 80204 (1375 N Delaware)	68,651	2007
Van Cise-Simonet Detention Center	490 W. Colfax Avenue - 80204	434,935	2007
Lindsey-Flanigan Courthouse	520 W. Colfax Avenue - 80204	283,937	2007
Cherokee Boiler Plant	1348 Cherokee Street - 80202	9,984	1933

BUILDING NAME	ADDRESS	SQUARE FOOTAGE (approx.)	DATE BUILT (approx.)
Cultural Center Garage	65 W. 12th Avenue - 80204	324,340	1980
Minoru Yasui Building	303 W. Colfax Avenue - 80204	134,909	1978
Elections Building	200 W. 14th Avenue - 80204	75,248	1960
Richard T. Castro DHS Building	1200 Federal Blvd. - 80204	307,307	1999
Family Crisis Center	2929 W. 10th Avenue - 80204	42,331	2000
Richard T. Castro DHS Garage	2885 W. 11th Avenue - 80204	273,896	2000
Eastside DHS Building	3815 Steele Street - 80205	52,137	2010
Water Board Garage/Judge's Garage	1330 Cherokee Street - 80204	18,750	1939
Fire Station No. 1 / Fire Headquarters	745 West Colfax Avenue - 80204	33,442	1975
Fire Station No. 3	2500 Washington Street - 80205	3,192	1931
Fire Station No. 4	1890 Lawrence Street - 80202	7,921	1973
Fire Station No. 6	1300 Blake Street - 80204	10,949	1944
Fire Station No. 7	2195 W. 38th Avenue - 80211	5,791	1975
Fire Station No. 8	1616 Park Avenue - 80218	11,112	1971
Fire Station No. 9	4400 Brighton Blvd. - 80216	12,491	2001
Fire Station No. 10	3200 Steele Street - 80205	10,900	1994
Fire Station No. 11	40 W. 2nd Avenue - 80223	8,919	1937
Fire Station No. 12	2575 Federal Blvd. - 80211	9,592	1968
Fire Station No. 13	3683 S. Yosemite - 80237	5,791	1977
Fire Station No. 14	1426 Oneida Street - 80220	5,604	1937
Fire Station No. 15	1375 Harrison Street - 80206	13,336	1986
Fire Station No. 16	1601 S. Ogden Street - 80210	10,060	1967
Fire Station No. 17	4500 Tennyson Street - 80212	7,650	1970

BUILDING NAME	ADDRESS	SQUARE FOOTAGE (approx.)	DATE BUILT (approx.)
Fire Station No. 18	8710 E. Alameda Ave. 80247	16,441	2013
Fire Station No. 19	300 S. Ivy Street - 80224	9,680	1964
Fire Station No. 20	501 Knox Court - 80204	6,076	1979
Fire Station No. 21	1580 E. Virginia Avenue - 80209	12,811	1975
Fire Station No. 22	3530 S. Monaco Parkway - 80237	10,719	1966
Fire Station No. 23	850 S. Federal Blvd. - 80219	9,048	1953
Fire Station No. 24	2695 S. Colorado Blvd. - 80222	7,183	1953
Fire Station No. 25	2504 S. Raleigh Street - 80219	7,200	1956
Fire Station No. 26	7934 Martin Luther King Blvd. - 80238	15,758	2005
Fire Station No. 27	12955 E. Albrook Drive - 80239	39,691	1967
Fire Station No. 28	4306 S. Wolff Street - 80236	9,532	1972
Fire Station No. 29	4800 Himalaya Road - 80249	8,498	1986
Fire Station No. 30	4898 S. Dudley Street - 80123	7,923	1986
Fire Station No. 2	16100 E 56th Ave - 80239	16,142	2004
Fire Station No. 39	9150 E 50th Ave - 80202	14,830	2018
Combined Comm Center/DPD Gang Unit	950 Josephine Street - 80206	34,040	1980
Main 911 Center	12025 E. 45th Avenue - 80239	71,232	1970
DFD Line Shop	4640 Lipan - 80211	12,000	1971
Police Administration Building	1331 Cherokee Street - 80204	172,000	1974
DPD Crime Lab	1371 Cherokee Street - 80204	60,000	2011
DSD Vehicle Impound Facility	5160 York Street - 80216	4,556	1973
DPD Academy	2155 N. Akron Way - 80238	31,234	1975
DPD District 1 Station	1311 W. 46th Avenue - 80211	40,131	2002

BUILDING NAME	ADDRESS	SQUARE FOOTAGE (approx.)	DATE BUILT (approx.)
DPD District 2 Station	3921 N. Holly Street - 80207	50,028	2003
DPD District 6 Station	1566 Washington Street - 80203	48,578	1959
DPD District 3 Station	1625 S. University Blvd. - 80210	41,765	2003
DPD District 4 Station	2100 S. Clay Street - 80219	19,749	1986
Metro Swat Team	550 E. Iliff Avenue - 80210	5,500	1973
Mounted Patrol Unit	4350 S. Pierce Street - 80123	5,253	1980
DSD VIF Property Bureau Bldg	5150 York Street - 80216	2,751	1973
DSD VIF North Lot Auto Sales	5280 N Brighton Blvd - 80216	252	1999
Westwood Community Center	1000 S. Lowell Blvd. - 80219	24,732	1976
Elbra M. Wedgeworth Municipal Building	2855 Tremont Place - 80205	31,143	1984
Globeville Community Center	4400 Lincoln Street - 80216	8,059	1927
Women's Shelter	4330 E. 48th Avenue - 80216	45,654	1973
Tooley Hall	4280 Kearney Street - 80216	11,352	1986
Men's Shelter	4600 E. 48th Avenue - 80216	82,122	1957
Zuni Warming Shelter	375 S. Zuni St., 80223	10,123	1974
Best Western Shelter	4595 Quebec St., 80216	107,457	1979
Stay Inn Shelter	12033 E. 38th Ave. 80239	27,001	1979
Double Tree Shelter	4040 Quebec Street 80216	174,556	1971
Embassy Suites Shelter	7525 E Hampden Ave. 80231	149,149	1980
Moore Treatment Center	570 W 44th Ave. 80211	33,070	1974
Anna Jo Garcia Haynes Early Learning Center	2851 Tremont Place - 80205	6,077	1974
Northeast Montessori Center	3503 Marion Street - 80205	3,360	1980
Westwood Child Care Center	980 S. Lowell Blvd. - 80219	10,000	1980

BUILDING NAME	ADDRESS	SQUARE FOOTAGE (approx.)	DATE BUILT (approx.)
Neighborhood House Child Care Center	1265 Mariposa - 80204	24,957	1981
Lowry Child Development Center	957 Ulster Way - 80230	13,606	1948
City Council Office - District 4	3540 S. Poplar St., 80237	22,002	1974
City Council Office - District 2	3100 S. Sheridan Blvd., 80227	2,000	1959
DMV Southwest Branch	3100 S. Sheridan Blvd., 80227	2,000	1959
DMV Northwest Branch	3698 W. 44th Ave., - 80211	139,276	1980
City Council Office - District 1	1810 Platte Street - 80202	11,326	1980
Roslyn-Bldg F Fire Academy	5440 Roslyn Street - 80216 - Bldg. F	20,530	1988
Fire Dormitory/Garage	5440 Roslyn Street - 80216	6,000	1988
Roslyn-Bldg A DPD Fleet	5440 Roslyn Street - 80216 - Bldg. A	30,345	1975
Roslyn-Bldg B DFD Fleet	5440 Roslyn Street - 80216 - Bldg. B	31,790	1975
Roslyn-Bldg C DOTI Fleet	5440 Roslyn Street - 80216 - Bldg. C	103,902	1975
Roslyn-Admin Bldg. DSD Academy	5440 Roslyn Street - 80216 - Bldg. 5 or Admin	54,000	1975
Roslyn-Bldg E DOTI Traffic Operations	5440 Roslyn Street - 80216 - Bldg. E	52,500	1975
Roslyn-Bldg D DOTI Fleet	5440 Roslyn Street - 80216 - Bldg. D	16,388	1975
Roslyn-Bldg G DOTI Asphalt Plant	5440 Roslyn Street - 80216 - Bldg. G	5,296	1979
South Osage DOTI Transfer Station	2013 S. Osage Street - 80223	17,050	1971
South Cherry Creek DOTI New Building	7301 E. Jewell Avenue - 80231	30,107	1965
Arie P. Taylor Municipal Center	4685 Peoria Street - 80239	40,836	1980
Denver Surplus Warehouse	671 South Jason Street - 80223	28,000	1958
Technology Services	10 Galapago Street - 80223	21,772	1930
DPD Firing Range	3421 Park Avenue West - 80216	74,091	1973
Denver Municipal Animal Shelter	1241 W. Bayaud - 80223	67,603	2010

BUILDING NAME	ADDRESS	SQUARE FOOTAGE (approx.)	DATE BUILT (approx.)
PAL Building	1240 W. Bayaud	9,610	2010
Denver Road Home Solutions Center	405 S. Platte River Drive - 80223	25,980	1968
Rose Andom	1330 Fox Street - 80204	48,617	1971
Cableland (Mayor's Residence)	4150 Shangri La Drive - 80246	10,872	1986
DMV Monaco Branch	2243 S. Monaco Pkwy - 80222	9,000	1980
EEB/DPD Service Center	2100 31st Street - 80216	49,860	1984
7th Ave Warming Shelter	2601 W. 7th Avenue - 80204	28,672	1974
Vacant Building	700 W. Colfax Ave., - 80204	12,728	1955
Galapago Building Garage	1449 Galapago Street - 80204	1,356	2014
Denver Public Defenders	710 W. Colfax Ave., - 80204	11,250	1923
Denver Warehouse	4650 Steele Street - 80216	108,928	1949
Crossroads Men Shelter	1901 29th St., - 80216	41,539	1955
Vacant Building	4995 N. Washington St., 80216	3,730	1980
Vital Records	120 W. 5th Ave - 80204	10,024	1944
Denver County Jail	10500 E Smith Rd, Denver, CO 80239	450,000	1955
Wastewater Building	2000 W 3rd Ave, Denver, CO 80223	140,000	1994
CPC - Fleet Maintenance	1271 West Bayaud Street	40,000	2010
CPC - Vehicle Storage	1271 West Bayaud Street	10,000	2010
CPC - Price Operations Center	1271 West Bayaud Street	21,000	2010
CPC - Fuel & Wash Station	1271 West Bayaud Avenue	5,000	2010
TOTALS		6,663,704	

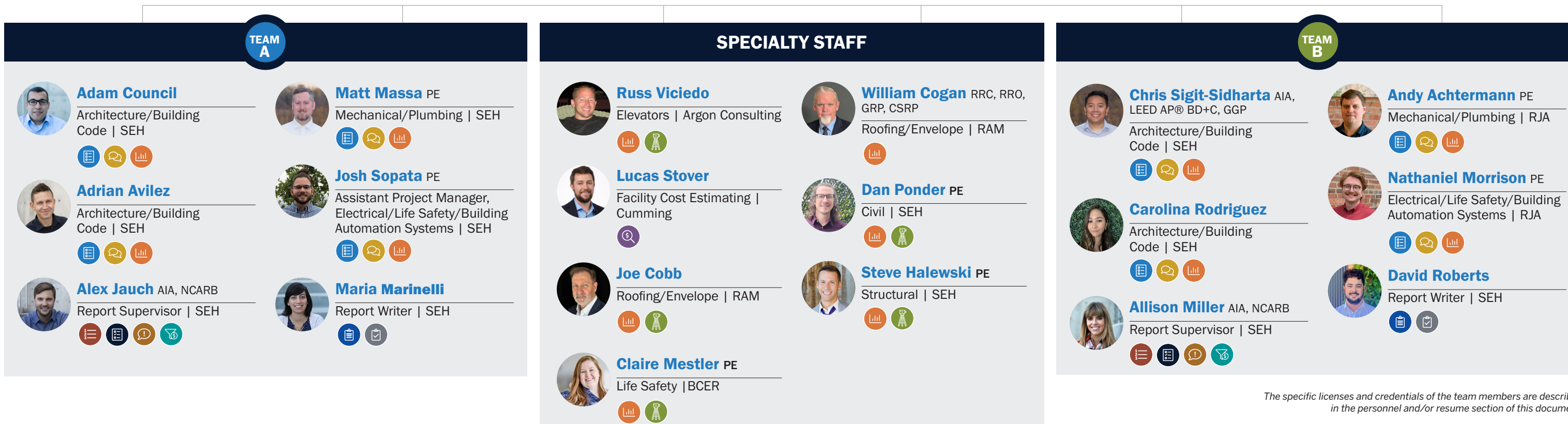
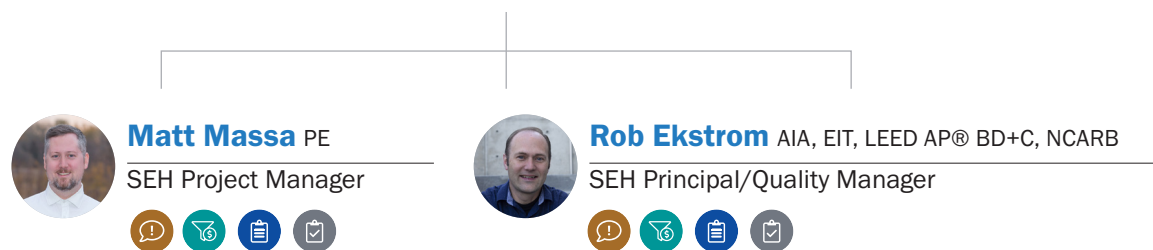
EXHIBIT B

KEY PERSONNEL/RATES

3 Qualifications/Experience of Key Personnel

ORGANIZATIONAL STRUCTURE

Each team in the organizational chart below is comprised of staff with similar experience who will provide **COMPREHENSIVE** and **CONSISTENT** assessments and documentation. We know there may be occasions where additional team members may be required. We have the capacity to pull in additional qualified team members to make sure that the FCAP is always a priority and that all assessments and deliverables are delivered on time and within budget. We also identified which tasks each individual will be involved in.



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

KEY TO TEAM RESPONSIBILITIES





COMPREHENSIVE.
CONSISTENT.
CUSTOMIZED.

KEY LEADER THAT KNOWS CCD AND IS DEDICATED TO ITS SUCCESS

PROJECT MANAGER

Since 2019, Matt Massa has served as project manager and lead assessor for CCD's FCAs. He has managed assessments for **95 of the 120 buildings** identified for the 2026 program and completed **COMPREHENSIVE** field evaluations for most of them, including fire and police stations, administration buildings, maintenance facilities, and community service hubs. This portfolio familiarity gives him immediate context on known problem areas, likely failure modes, and operational constraints, which strengthens findings and produces clearer recommendations.

On each assignment, he emphasizes disciplined execution. He sets standardized checklists for major systems, aligns rating criteria with CCD's definitions, and trains assessors to document facility improvement measures (FIMs) with photos, observed remaining life, and clear action timeframes.

For this FCAP, Matt's role centers on day-to-day leadership of the two core teams, schedule and resource control, and centralized QA/QC. He will lead early joint site runs to calibrate the teams, review draft FIMs and costs for consistency, and chair working sessions to translate building-level results into portfolio insights. He will also oversee the ArcGIS project portal allowing CCD real-time visibility into site photos, interim findings, and report status. **His approach is grounded in COMPREHENSIVE coverage, CONSISTENT outputs across all facilities, and decision-ready information that supports CCD's planning and funding needs.**



Matt Massa, PE

MATT'S EXISTING KNOWLEDGE OF CCD BUILDINGS WILL PROVIDE EFFICIENCIES

Below is a list of buildings shown on page 27 that Matt knows to have a high number of deficiencies. This will accelerate the upcoming assessment process.

- **Webb Building:** Aging MEP infrastructure and complex occupancy driving full-system renewal analysis.
- **City and County Building:** Historic civic core requiring modernization of building systems and envelope.
- **Denver Post Building:** New acquisition considered for future administrative offices. Further focus on layout constraints and change of use code triggers.
- **Roslyn Campus:** Multi-building operational campus with varying system ages and deferred upgrades.
- **County Jail:** High-demand, continuously occupied facility with security-driven limitations and known roof issues.
- **Denver Wastewater Building:** Aging facility with large central systems and potential occupancy changes to meet future workforce needs.



Matt assesses a rooftop unit and with input from facility staff, determines remaining design life.



Matt walks the auditorium at the Denver Post Building and confirms priorities with Paul.




Management

TEAM MEMBER/ROLE	QUALIFICATIONS	RELEVANT EXPERIENCE
 <p>MATT MASSA PE (CO, NY, UT, WY, NM, CA, FL, NV, MT, AZ, NE, WA, OR) PROJECT MANAGER SEH</p> <p><i>Matt will oversee all aspects of the facility condition assessment project, ensuring timely delivery, quality control, and alignment with City requirements.</i></p>	<ul style="list-style-type: none"> Over 15 years of experience in mechanical engineering and project management, focusing on HVAC, plumbing, and fire protection Skilled in coordinating teams and delivering projects on time and within budget Has completed assessments for 95 of the 120 facilities identified for this FCAP project 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO 2020 FCAP for 101 Buildings – Denver, CO Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN Miramonte Building HVAC System Assessment (San Miguel County)– Telluride, CO
 <p>ROB EKSTROM AIA, EIT, LEED AP® BD+C, NCARB PRINCIPAL/QUALITY MANAGER SEH</p> <p><i>Rob will provide executive oversight and quality assurance for the project, and making sure SEH is meeting contractual and professional standards.</i></p>	<ul style="list-style-type: none"> More than 26 years in architectural design and structural engineering across municipal, federal, and commercial sectors Proven track record in quality assurance and control as Principal and Quality Manager 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO 2020 FCAP for 101 Buildings – Denver, CO Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN


Core Team A

 <p>ADAM COUNCIL ARCHITECTURE, BUILDING CODE SEH</p> <p><i>Adam will conduct architectural and building code reviews documenting deficiencies and recommending improvements.</i></p>	<ul style="list-style-type: none"> 12 years of design experience in a variety of building types and clients Extensive experience with facility assessments, having been involved in more than 200 for CCD Skilled in coordinating with clients, consultants, and design teams to support accurate facility evaluations and reporting 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO 2020 FCAP for 101 Buildings – Denver, CO Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN
 <p>ADRIAN AVILEZ ARCHITECTURE, BUILDING CODE SEH</p> <p><i>Adrian will conduct architectural and building code reviews documenting deficiencies and recommending improvements.</i></p>	<ul style="list-style-type: none"> 13 years of design experience in a variety of building types and clients Experience with facility assessments and rehabilitation projects Skilled in producing presentation and working drawings, coordinating 3D models, and supporting design development 	<ul style="list-style-type: none"> Pueblo County Social Services Office Renovation – Pueblo, CO City Hall and Facility Space Needs Assessment – Northglenn, CO Space Needs and Feasibility Study (La Plata Electric Association) – Durango, CO




TEAM MEMBER/ROLE	QUALIFICATIONS	RELEVANT EXPERIENCE
 <p>ALEX JAUCH AIA, NCARB REPORT SUPERVISOR SEH</p> <p><i>Alex will supervise the compilation and quality of assessment reports for each facility.</i></p>	<ul style="list-style-type: none"> 13 years of experience in assessing and designing a wide range of building types Long-standing history of working with CCD and has an excellent understanding of CCD's FCAP goals Proficient in architectural modeling, rendering, and report preparation to support accurate and actionable assessment deliverables 	<ul style="list-style-type: none"> Red Rocks Expansion BOD – Morrison, CO 711 Building Renovation (RTD) – Denver, CO Lindsey-Flanigan Courtroom Build-Out Basis of Design – Denver, CO
 <p>MATT MASSA PE (CO, NY, UT, WY, NM, CA, FL, NV, MT, AZ, NE, WA, OR) MECHANICAL, PLUMBING SEH</p> <p><i>Matt will evaluate mechanical and plumbing systems, identifying deficiencies and recommending corrective actions.</i></p>	<ul style="list-style-type: none"> Over 15 years of experience in mechanical engineering and project management, focusing on HVAC, plumbing, and fire protection Skilled in coordinating teams and delivering projects on time and within budget 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO 2020 FCAP for 101 Buildings – Denver, CO Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN
 <p>JOSH SOPATA PE (CO, PA, MT, NE, NM, AZ, UT, WA, TX, OR, SD) ASSISTANT PROJECT MANAGER, ELECTRICAL/ LIFE SAFETY/BUILDING AUTOMATION SYSTEMS SEH</p> <p><i>Josh will assesses electrical, life safety, and building automation systems, documenting deficiencies and recommending improvements.</i></p>	<ul style="list-style-type: none"> 13 years of experience in assessing and designing electrical systems Extensive facility assessment knowledge for CCD and clients throughout Colorado and the country Skilled in coordinating with multidisciplinary teams to deliver accurate electrical system evaluations and actionable recommendations 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO 2020 FCAP for 101 Buildings – Denver, CO Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN
 <p>MARIA MARINELLI REPORT WRITER SEH</p> <p><i>Maria will compile information and prepare and edit assessment reports for clarity and consistency of findings.</i></p>	<ul style="list-style-type: none"> 7 years of experience as an architectural designer, working on a variety of public sector projects involving building assessments and code reviews Completed site visits for change of occupancy projects, including temporary shelter conversions and life safety/code reviews 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO 2020 FCAP for 101 Buildings – Denver, CO Pueblo County Social Services Office Renovation – Pueblo, CO

Core Team B

TEAM MEMBER/ROLE	QUALIFICATIONS	RELEVANT EXPERIENCE
 <p>CHRIS SIGIT-SIDHARTA AIA, LEED AP® BD+C, GGP ARCHITECTURE, BUILDING CODE SEH</p> <p><i>Chris will conduct architectural and building code reviews documenting deficiencies and recommending improvements.</i></p>	<ul style="list-style-type: none"> 18 years of diverse architectural experience Extensive experience conducting facility assessments for a variety of building types and sizes Experienced architect skilled in managing project documentation and facilitating communication for facility assessment teams 	<ul style="list-style-type: none"> 2023 FIT FCAP for 47 Buildings – Denver, CO Facility Assessments for 25 Year Master Plan – Cheyenne, WY 711 Building Renovation (RTD) – Denver, CO
 <p>CAROLINA RODRIGUEZ ARCHITECTURE, BUILDING CODE SEH</p> <p><i>Carolina will conduct architectural and building code reviews documenting deficiencies and recommending improvements.</i></p>	<ul style="list-style-type: none"> 11 years of experience, excelling in architectural design and drawings for new construction and renovations Creates 3D models and renderings Skilled in design accuracy through active site participation and project documentation 	<ul style="list-style-type: none"> Wastewater Headworks Office Conversion – Pueblo, CO T’iis Názbas Community School (BIA) – Teec Nos Pos, AZ Electric Depot Historic Renovation – Baton Rouge, LA
 <p>ALLISON MILLER AIA, NCARB REPORT SUPERVISOR SEH</p> <p><i>Allison will supervise the compilation and quality of assessment reports for each facility.</i></p>	<ul style="list-style-type: none"> Experienced in facility assessments and master planning for commercial, municipal, and educational sites Skilled in team leadership and collaborative design processes Strong graphic and presentation abilities for effective client and public communication 	<ul style="list-style-type: none"> McNichols Building Assessment – Denver, CO Space Needs and Feasibility Study (La Plata Electric Association) – Durango, CO Facilities Assessment (La Plata County) – Durango, CO
 <p>ANDY ACHTERMANN PE (CO, TX, AR) MECHANICAL, PLUMBING RJA</p> <p><i>Andy will evaluate mechanical and plumbing systems, identifying deficiencies and recommending corrective actions.</i></p>	<ul style="list-style-type: none"> 13 years of experience evaluating mechanical and plumbing systems in diverse facilities Specialized in assessing hydronic heating, cooling, and central plant systems for deficiencies Skilled in coordinating assessments, documentation, and recommendations with multidisciplinary teams 	<ul style="list-style-type: none"> 90 Building, District-wide Assessment and Controls Upgrades (Cherry Creek School District) – Greenwood Village, CO 8975 Miller St. Building Assessment 7496 S. Simms Building Assessment
 <p>NATHANIEL MORRISON PE (CO) ELECTRICAL/LIFE SAFETY/BUILDING AUTOMATION SYSTEMS RJA</p> <p><i>Nathaniel will assesses electrical, life safety, and building automation systems, documenting deficiencies and recommending improvements.</i></p>	<ul style="list-style-type: none"> 7 years of experience working with a variety of client segments Specializes in medium voltage switchgear, instrumentation, motor protection, and low voltage control systems Skilled in field inspections, testing, and construction oversight 	<ul style="list-style-type: none"> 90 Building, District-wide Assessment and Controls Upgrades (Cherry Creek School District) – Greenwood Village, CO 729 8th St. Assessment – Denver, CO Creekside Apartment Building Assessment

TEAM MEMBER/ROLE	QUALIFICATIONS	RELEVANT EXPERIENCE
 <p>DAVID ROBERTS REPORT WRITER SEH</p> <p><i>David will compile information and prepare and edit assessment reports for clarity and consistency of findings.</i></p>	<ul style="list-style-type: none"> Over 5 years of architectural experience with a strong focus on assessing and documenting existing building conditions Experienced in remodel and renovation projects from initial facility assessments through design and construction administration Skilled in using LiDAR and Revit 	<ul style="list-style-type: none"> Cuernavaca Park Northwest Terminal- Denver, CO Sloan's Lake Gun Club Maintenance Facility - Denver, CO Space Needs and Feasibility Study (La Plata Electric Association) - Durango, CO

Specialty Staff

 <p>RUSS VICIEDO ELEVATORS ARGON</p> <p><i>Russ will be called in when a facility has an elevator and he will perform elevator condition assessments, review code compliance and safety, and recommend any improvements.</i></p>	<ul style="list-style-type: none"> More than 40 years of elevator industry experience 32+ facility assessments completed across Colorado and nationwide Nationally recognized code compliance expert 	<ul style="list-style-type: none"> DIA Control Tower - Denver, CO U.S. Olympic Training Center - Colorado Springs, CO Hotel Monaco-SLC - Salt Lake City, UT
 <p>LUCAS STOVER FACILITY COST ESTIMATING CUMMING</p> <p><i>Lucas will develop cost estimates for the identified deficiencies and recommended actions.</i></p>	<ul style="list-style-type: none"> 10 years of experience successfully managed teams of various sizes on projects ranging from \$50,000 to \$2 billion Has managed projects from conceptual design through construction and project closeout Focused on ensuring all cost management deliverables are provided promptly and accurately 	<ul style="list-style-type: none"> Denver Museum of Nature and Science Nature Play & Deboer Waterway Improvements - Denver, CO Boulder Public Library Facility Assessment - Boulder, CO Denver Performing Arts Center, Buell Theater Renovations - Denver, CO
 <p>CLAIRE MESTLER PE (CO) LIFE SAFETY ENGINEER BCER</p> <p><i>Claire will assist with life safety assessments as needed, on larger square footage buildings.</i></p>	<ul style="list-style-type: none"> 13 years of experience with deep understanding of life safety and code compliance for public facilities including CCD Expertise in fire alarm system assessment, design, and replacement Skilled in conducting system assessments, documentation and code compliant evaluations 	<ul style="list-style-type: none"> Police Administration Building - Denver, CO Wellington Webb Building Fire Alarm Assessment - Denver, CO City and County Building Fire Alarm Assessment and Enhancement - Denver, CO

TEAM MEMBER/ROLE	QUALIFICATIONS	RELEVANT EXPERIENCE
 <p>JOE COBB ROOFING/ ENVELOPE RAM</p> <p><i>Joe will conduct aerial infrared scans and assessments of roofing and building envelopes to identify moisture intrusion and material degradation.</i></p>	<ul style="list-style-type: none"> 33 years of experience in forensic and diagnostic infrared thermography for building assessments Master Thermographer certified by FLIR, Infraspection Institute, and Snell Infrared Holder of multiple patents in thermal image analysis and developer of global infrared inspection and reporting systems 	<ul style="list-style-type: none"> Kennedy Space Center, SpaceX, and U.S. Space Force Aerial Thermal Imaging (NASA)- Merritt Island, FL Steam Line Mapping for 17 Square Miles (Consolidated Edison) – Manhattan, NY Parking Lot Condition Assessments for 751 Stores Using Aerial Imaging (Albertsons) – Various locations in 33 states
 <p>WILLIAM COGAN RRC, RRO, GRP, CSR</p> <p>ROOFING/ ENVELOPE RAM</p> <p><i>William will conduct aerial infrared scans and assessments of roofing and building envelopes to identify moisture intrusion and material degradation.</i></p>	<ul style="list-style-type: none"> 35+ years of roofing experience with deep expertise in system evaluation and diagnostics Certified Registered Roofing Consultant (RRC) and licensed drone pilot, combining technical expertise with advanced imaging technology Recognized for delivering precise roof assessments and innovative solutions through patented thermal analysis and inspection systems 	<ul style="list-style-type: none"> Kennedy Space Center, SpaceX, and U.S. Space Force Aerial Thermal Imaging (NASA)- Merritt Island, FL Wastewater Treatment Facilities - Aerial Infrared Scans and Visual Roof Assessments – Mankato, MN Aerial Infrared Scans and Visual Roof Assessments (Independent School District #152) – Moorhead , MN
 <p>DAN PONDER PE (CO)</p> <p>CIVIL SEH</p> <p><i>If needed, Dan will conduct site and civil infrastructure evaluations including utility connections, paving, walkways, ramps, and drainage to identify deficiencies and recommend improvements.</i></p>	<ul style="list-style-type: none"> 13 years experience in site development, accessibility, and utility design for public and private facilities Skilled in assessing roadway, grading, drainage, and stormwater management to identify infrastructure deficiencies and recommend improvements Proficient in developing innovative solutions for complex site and civil assessment challenges 	<ul style="list-style-type: none"> House 1000 – Denver, CO Elk Ridge Subdivision (Wesley Properties LLC) – Durango, CO RV Resort Development (Roberts Resorts and Communities) – Trimble, CO
 <p>STEVE HALEWSKI PE (CO)</p> <p>STRUCTURAL SEH</p> <p><i>If needed, Steve will conduct structural evaluations of building frames and envelopes to identify deficiencies and recommend improvements.</i></p>	<ul style="list-style-type: none"> Structural engineer with 16 years of experience Involved in facility assessments for a wide range of building types for municipal, commercial, and federal clients Skilled in evaluating and recommending repairs for existing structures, including remodels and specialized hydraulic and site work components 	<ul style="list-style-type: none"> Structural Facility Assessments (CCD) - Denver, CO Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN Facilities Assessment (La Plata County) – Durango, CO

PRIME TEAM MEMBERS

Prime: Short Elliott Hendrickson, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal in Charge	Quality Assurance, Contract Management, Resource Allocation	\$285.00
Senior Project Manager II	Project Scoping, Contracting, Task Management, Design Leadership	\$265.00
Senior Project Manager I	Project Scoping, Contracting, Task Management, Design Leadership	\$245.00
Project Manager II	Project Scoping, Contracting, Task Management, Design Leadership	\$210.00
Project Manager I	Project Scoping, Contracting, Task Management, Design Leadership	\$190.00
Senior PE III	QA/QC, Technical Leadership, Oversight, Staff Supervision	\$265.00
Senior PE II	QA/QC, Technical Leadership, Engineering Design, Analysis	\$245.00
Senior PE I	QA/QC, Technical Leadership, Engineering Design, Analysis	\$225.00
PE III	Engineering Design, Analysis, Detailing, Construction Admin.	\$215.00
PE II	Engineering Design, Analysis, Detailing, Construction Admin.	\$195.00
PE I	Engineering Design, Analysis, Detailing, Construction Admin.	\$180.00
Graduate Engineer III	Deliverable Production, Engineering Design, Construction Admin.	\$160.00
Graduate Engineer II	Deliverable Production, Engineering Design, Construction Admin.	\$150.00
Graduate Engineer I	Deliverable Production, Engineering Design, Construction Admin.	\$135.00
Senior Architect III	QA/QC Design Leadership, Reports, Estimates, Staff Supervision	\$200.00
Senior Architect II	QA/QC Design Leadership, Reports, Estimates, Construction Admin.	\$185.00
Senior Architect I	Design Leadership, Reports, Specifications, Construction Admin.	\$170.00
Senior Designer	Design Leadership, Reports, Specifications, Construction Admin.	\$160.00
Architect II / Designer III	Design Leadership, Reports, Specifications, Construction Admin.	\$150.00
Architect I / Designer II	Design, Reports, Specifications, Construction Admin.	\$140.00
Designer I	Drawing Preparation	\$130.00
Junior Designer	Drawing Preparation	\$115.00
Intern	CAD Drafting, Modeling	\$100.00
Lead Technician	CAD Drafting, Modeling	\$160.00

Senior Technician	CAD Drafting, Modeling	\$145.00
Technician II	CAD Drafting, Modeling	\$130.00
Technician I	CAD Drafting, Modeling	\$115.00
Sr. Landscape Architect	QA/QC, Landscape design, graphics, project documentation	\$210.00
Landscape Architect II	QA/QC, Landscape design, graphics, project documentation	\$160.00
Landscape Architect I	Landscape design, graphics, project documentation	\$135.00
Landscape Designer II	Landscape design, graphics, project documentation	\$125.00
Landscape Designer I	Landscape design, graphics, project documentation	\$115.00
Senior Surveyor II	QA/QC, Field operations, plan preparation, staff supervision	\$235.00
Senior Surveyor I	QA/QC, Field operations, plan preparation, staff supervision	\$215.00
Surveyor II	Field operations, plan preparation	\$140.00
Surveyor I	Field operations, plan preparation	\$115.00
Senior Admin	Certified Payroll Review, Project Documentation, Supervision	\$160.00
Administrative	Certified Payroll Review, Project Documentation	\$140.00
Admin Assistant	Certified Payroll Review, Project Documentation	\$120.00
Senior Accountant	Financial Management, Project Setup, Invoicing, Supervision	\$145.00
Accountant	Financial Management, Project Setup, Invoicing, Supervision	\$135.00

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

SUB TEAM MEMBERS

Sub: BCER Engineering, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract Management	\$275
Director	Personnel Management	\$250
Program Manager	Program Management	\$240
Sr. Project Manager II	Project Management	\$215
Sr. Project Manager I	Project Management	\$205
Project Manager I	Project Management	\$185
Sr. Engineer/Designer/Consultant III	Design/Consulting Services	\$245
Sr. Engineer/Designer/Consultant II	Design/Consulting Services	\$205
Sr. Engineer/Designer/Consultant I	Design/Consulting Services	\$185
Engineer/Designer/Consultant III	Design/Consulting Services	\$165
Engineer/Designer/Consultant II	Design/Consulting Services	\$140
Engineer/Designer/Consultant I	Design/Consulting Services	\$125
Engineer/Designer/Consultant Intern	Design/Consulting Services	\$90
Sr. Construction Administrator II	Const. (Contract) Admin.	\$205
Sr. Construction Administrator I	Const. (Contract) Admin.	\$185
Construction Administrator II	Const. (Contract) Admin.	\$165
Construction Administrator I	Const. (Contract) Admin.	\$140
Sr. BIM/3D Specialist	Modeling/Drafting	\$180
Sr. BIM/CAD Specialist II	Modeling/Drafting	\$145
Sr. BIM/CAD Specialist I	Modeling/Drafting	\$130
BIM/CAD Specialist III	Modeling/Drafting	\$110
BIM/CAD Specialist II	Modeling/Drafting	\$95
BIM/CAD Specialist I	Modeling/Drafting	\$85
Project Coordinator III	Specs/RFI/Submittal logging	\$115

Project Coordinator II	Specs/RFI/Submittal logging	\$105
Project Coordinator I	Specs/RFI/Submittal logging	\$90
Clerical	Administration tasks	\$85

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EXHIBIT C

ACORD CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2026 2/9/2026

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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C. No. Ext):</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: The Continental Insurance Company</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C. No. Ext):	FAX (A/C. No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: The Continental Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																					
PHONE (A/C. No. Ext):	FAX (A/C. No):																				
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED 1467605 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td style="text-align: center;">35289</td> </tr> </table>	NAIC #	35289																		
NAIC #																					
35289																					

COVERAGES CERTIFICATE NUMBER: 22995237 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	6079420587	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	Y	6079420699	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	6079420590	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6079421254	12/1/2025	12/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: SEH NO. 184249/ 2026 FIT FACILITY CONDITION ASSESSMENT PROGRAM ARCHITECTURAL AND ENGINEERING SERVICES.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION See Attachments

22995237 CITY AND COUNTY OF DENVER 201 W. COLFAX AVE. DENVER, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS/UMBRELLA LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY BASIS WITH SEVERABILITY OF INTEREST, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS/UMBRELLA LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

