

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS** (the "Design Consultant"), a Colorado Corporation, whose address is PO Box 3305, Salina, Kansas 67402.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in 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 Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design 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 Design Consultant.

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

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design 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 Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. The Design 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 Design 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 Design 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 project in

compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design 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 Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Mayor's Office of the National Western Center, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design 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 Design Consultant.
- (c) The Design 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 Design 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 project 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 Design 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 Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design 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 Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design 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 Design 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 a project to which they may be assigned, and the Design 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 Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design 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 Design Consultant and approved by the Director before they are assigned to a specific project.

- (k) The Director shall respond to the Design 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.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design 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 Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design 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 project 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 Design 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 Project for each phase.
- (e) The Design 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 Design 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.

2.07 Basic Services - Phase Specific. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

2.08 Additional Services.

- (a) If the Design 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 Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the

Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).

- (b) Before providing any such services, the Design 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 Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design 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 Design 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 Design 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 time card 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 Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design 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 Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing.

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate

subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.

- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

2.10 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 Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **15%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **14%**.
- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that: (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

- (c) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- (d) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.
- (e) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

Section 3 – Compensation, Payment, And Funding.

The City shall compensate the Design 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 Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$1,799,386.88)**, 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. Except for those reimbursable expenses specifically identified in **Exhibit A** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **THREE HUNDRED SIXTEEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$316,300.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the

Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00)**.

3.04 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Design 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 Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design 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 Design 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 Design 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 Design 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 **TWO MILLION ONE HUNDRED NINETY THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$2,190,686.88)** (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 Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design 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 Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made

available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term.

The Agreement will commence on March 31, 2018 and expire on December 31, 2020, unless sooner terminated.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design 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 Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design 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 Design 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 Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design 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 Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design 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 Design 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 Design 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 Design 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 Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

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

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design 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 Design 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 Design 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 Design 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 Design 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 Design 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.

5.03 Taxes and Licenses. The Design 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 Design 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 Design 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.

5.04 Design Consultant's Records. Records of the Design Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Design Consultant shall be kept on a generally recognized accounting basis. The Design Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design Consultant, involving transactions related to this Agreement.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design 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 Design 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 Design 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 Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

5.07 Insurance.

- (a) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor 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, contractor 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 Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor 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:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor 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 Contractor'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
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor'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:** Contractor 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:** Contractor 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):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**
 - (a) 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.
 - (b) 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
 - (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense & Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or

fault of the Consultant or the Consultant’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

- (b) Consultant’s obligation to defend and indemnify may be determined after Consultant’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant’s duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

Exhibit A	Scope of Work
Exhibit B	Key Personnel/Rates
Exhibit C	ACORD Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows:

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C

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

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

5.13 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 Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design 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 Design 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 Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design 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 Design Consultant written notice which describes the conflict. The Design 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.

5.14 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design 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 Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

5.17 Proprietary or Confidential Information.

- (a) **City Information:** The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design 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 Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in

the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design 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 Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) **Design 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 Design Consultant of such request in order to give the Design 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 Design 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 Design 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 Design 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.

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

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

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

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

5.21 Waiver of C.R.S. 13-20-802, et seq. The Design 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.

5.22 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 Design 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."

5.23 Advertising And Public Disclosure. The Design 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 shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

5.24 Legal Authority. Design 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 Design Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design 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 Design Consultant or the person signing the Agreement to enter into this Agreement.

5.25 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 of Mayor's Office of the
National Western Center
201 West Colfax Avenue, Dept. 205
Denver, Colorado 80202

to the Design Consultant: Wilson & Company, Inc., Engineers &
Architects
PO Box 3305
Salina, Kansas 67402

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

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

5.27 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have

any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

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

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201840631-00

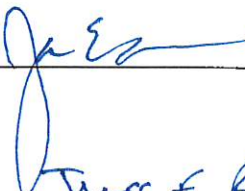
Contractor Name: Wilson & Company, Inc., Engineers & Architects

By:  _____

Name: Andrew Leitheit
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By:  _____

Name: JAMES F. ROSS
(please print)

Title: CFO
(please print)



Exhibits
A through C

Exhibit A

Scope of Work/Rates

SCOPE OF WORK

**NATIONAL WESTERN CENTER
RAIL CONSOLIDATION DESIGN
SCOPE OF SERVICES**

**FOR
THE MAYOR'S OFFICE OF THE NATIONAL
WESTERN CENTER**

**February 21, 2018
FINAL**

National Western Center
Rail Consolidation Design-Scope of Work

Acronyms and Abbreviations

AREMA	American Railway Engineering and Maintenance Association
BNSF	BNSF Railroad
CCD	City and County of Denver
CDOT	Colorado Department of Transportation
CPUC	Colorado Public Utilities Commission
CSU	Colorado State University
DRIR	Denver Rock Island Railroad
ERA	City and County of Denver, Public Works Engineering, Regulatory, Analytics
HIC	Horizontal Integrated Contractor
MFEI	McDonald Farm Enterprises Incorporated
NWC	National Western Center
NWCO	Mayor’s Office of the National Western Center
NWSS	National Western Stock Show
RFQ	Request for Qualifications
ROW	right-of-way
SOW	Scope of Work
WSSA	Western Stock Show Association

Effort Overview

The City and County of Denver’s Mayor’s Office of the National Western Center (NWCO), in partnership with the Western Stock Show Association (WSSA), Colorado State University (CSU), Denver Museum of Nature & Science, and History Colorado, hereinafter referred to as the National Western Center (NWC) Founding Partners, requires a professional consulting team to design the rail consolidation component of the new National Western Center campus.

Currently, the Denver Rock Island Railroad (DRIR) has two (2) existing active rail corridors through the NWC campus: 1) the River Corridor, and 2) the National Western Drive Corridor. This scope of work consolidates the DRIR rail corridors adjacent to the west side of the BNSF Brush Subdivision line. The DRIR also has a maintenance facility on the existing NWC Campus. This scope of work will relocate the maintenance facility off the NWC campus to the 5300 Franklin site. This scope of work focuses on providing Construction Issue bid-ready design and specifications “Construction Documents” to be provided to the proposed Horizontal Integrated Contractor (HIC) to construct the rail consolidation of the DRIR rail corridors, as well as the DRIR maintenance facility. See **Exhibit A** for conceptual layout of tracks, which reflects the Approved Site Plan (February 2, 2018) and **Exhibit B** for ALTA survey of Maintenance Facility site.

Consultant shall meet the following NWC Capital Build Goals:

- **Cost:** Deliver the Capital Build Program within the defined budget while respecting funders' investments, maintaining fiscal transparency and sustainability, and maximizing the value of every dollar spent.
- **Schedule:** Deliver the Capital Build Program on time and predictably to achieve program milestones.
- **Health, Safety, Security, and Environment (HSSE):** Achieve world-class health, safety, security, and environmental performance.
- **Concurrent Operations:** Ensure that Capital Build Program activities consider and integrate with ongoing campus operations and events.
- **Design:** Design the campus and its facilities to reflect the desired character, be cost-effective, and be accessible, functional/operational, safe/secure, and sustainable while preserving and enhancing its historic and cultural value.
- **Regeneration:** Integrate an ethic of regeneration across the program to secure a sustainable legacy.
- **Community:** Meaningfully engage and activate the community to improve quality of life and integrate the adjacent communities into the campus and vice versa.
- **Pioneering:** Foster innovation, independent entrepreneurship and ingenuity across the program.

The Consultant will be provided a cost budget and schedule on receipt of NTP that will guide the design development decisions, risks and value engineering/constructability reviews.

Overview of Scope

- Redesign the trackage serving, and on the property of, McDonald Farms Enterprises, Inc. (MFEI) located at 4647 National Western Drive, which will remain on its present site through and beyond the time of this project, ensuring MFEI and its customers' uninterrupted access to rail service without loss of capacity;
- Provide through tracks and rail design, crossovers, switches and turnouts for DRIR through the NWC site from the connection point to the BNSF at the south end of the site to the South Platte River rail bridge and from the north end of the South Platte River rail bridge to the proposed maintenance facility (note – no redesign of South Platte River Rail Bridge);
- Develop two (2) safe vehicular and pedestrian at-grade crossings of the DRIR tracks, coordinating closely with the Colorado Public Utilities Commission at National Western Drive (McDonald Farms) and at Race Court. This will include the design of grade crossing automatic at-grade warning devices as required for vehicles, bicycles and pedestrians;
- The corridor south of Race Court will be fully fenced to prevent cross track pedestrian movement.
- Provide driveway access across the DRIR tracks into the proposed maintenance facility at 5300 Franklin Street;
- Provide design for a new rail bridge over the new Bettie Cram Drive underpass that will provide either three tracks or two tracks and one service road with 14' vertical clearance over future Bettie Cram Drive underpass;
- Provide design for a new double 20' wide/12' clear height box culvert underpass under the new DRIR tracks at the north end of the NWC site, including parallel access ramps to tie in to wider

site grading (to be coordinated with horizontal designer). The Rail Designer will be required to agree to the functional requirements of the underpass with NWCO and WSSA prior to determine the appropriate right sizing the underpass;

- Provide rail structure and retaining wall design for DRIR tracks adjacent to the BNSF ROW. Appropriate wall type to be determined through the design process, including aesthetic treatments as appropriate;
- Consultant will be in charge of exhibits for permitting required for CPUC approvals;
- Consultant will be responsible for CCD and Adams County permitting and regulatory requirements as related to this scope of work. CCD ERA process will be used for rail design work. Maintenance Facility will follow CCD Development Services requirements.
- Develop opinion of probable costs for all scope improvements in coordination with the NWC Capital Build program scope, schedule and budget.
- Work with the Horizontal Integrated Contractor to carry out value engineering/constructability reviews and cost and schedule alignment to enable delivery
- Provide sequencing plans to accommodate the operational switchover required by the overall program by no later than June 2020.
- Provide design for a new DRIR maintenance facility at 5300 Franklin to replace the current DRIR facility located on the Existing DRIR River Corridor. Design shall include architecture, site utilities, site grading, site drives and parking, regulatory signage, site lighting, landscape and irrigation design, including permitting and approvals required.
- Per Executive Order 123, the City and County of Denver has set the minimum target level of certification for buildings as the LEED Green Building Rating of “Gold”.

The American Railway Engineering and Maintenance Association (AREMA) and BNSF design standards, ‘Guidelines for Industry Track Projects’, most current versions will be utilized for the track work, supplemented as required with Federal, State and local standards, as required.

The professional services for the NWC Rail Consolidation effort will include, but will not be limited to, the following:

- Management and Coordination of the various project stakeholder groups for the rail consolidation effort, including numerous meetings, stakeholders interactions and recording and tracking of minutes for all design and coordination meetings;
- Engineering services for concept through “For Construction” documents including but not limited to subgrade, track, retaining structures, bridge, underpass, rail service road, at-grade crossing active warning devices, signage, utility relocation, new utilities, drainage, maintenance facility and all necessary components for a complete project design package;
- Site survey and subsurface utility exploration to the extent needed for design for anticipated project area, building off the work already completed by the Mayor’s Office of the National Western Center (NWCO) for the site and providing new survey for the 5300 Franklin site;
- Subsurface investigations (non-environmental), geotechnical analysis and report for trackway, structures and maintenance facility;
- Development of an acceptable staging/phasing plan, schedule and estimate quantities that minimizes disruption to rail operations and maintenance;

- Design coordination with NWCO’s Campus Placemaking and Horizontal Enabling Works consultants and, in later phases, the proposed Horizontal Integrated Contractor (HIC) that will construct the work;
- Provision of construction issue drawings and specifications to support the bidding and award of construction contract through the HIC
- Permitting and other regulatory approvals required for development to include City and County of Denver Public Works Engineering, Regulatory, Analytics (ERA) review and approval, and CPD Development Services for the maintenance facility
- Rail Operations reviews with DRIR and BNSF
- Constructability and operational design reviews with NWCO, WSSA, CSU and the Horizontal Design Team and Horizontal Integrated Contractor (HIC)
- Commissioning support required to activate the new rail alignment, maintenance facility and railyard for service
- Coordination with the Integrated Horizontal Contractor as necessary during the design and pre-construction process
- Architectural and engineering services for concept through “For Construction” documents for a new maintenance facility to replace existing DRIR facilities at 5300 Franklin site.

Construction Services Support to include, but not be limited to, contractor coordination, Requests for Information, Architect’s Supplemental Instructions (as needed), change order review, site visits as necessary, and other typical/traditional engineering and architectural support to ensure that the construction in place is consistent with the approved Construction Documents.

Project Timeline

This is a scope of work for a Final Design and Construction Administration Contract. We anticipate that the following tasks will be completed within eight (8) months from the issuance of the Notice to Proceed, with the exception of the Construction Support Services which will be executed during the construction phase of the project. The For Construction documents are to be completed no later than December 31, 2018.

The proposed schedule for design of the rail consolidation and facilities (if activated) is as follows and has been provided for information only. All durations noted in calendar days and are subject to change:

- | | |
|-------------------------------|-----------|
| • Notice to Proceed | Day 1 |
| • 30% Conceptual Design | + 42 days |
| • Review Period | + 30 days |
| • 60% Design | + 42 days |
| • Review Period | + 30 days |
| • 95% Final Design | + 56 days |
| • Final Review Period | + 30 Days |
| • 100% Construction Documents | + 15 days |

Scope of Work

The following are the specific tasks for the DRIR Rail Consolidation Final Design. Unless noted otherwise, deliverables shall be provided to the PM in electronic format in both PDF and CAD, if applicable. Delivery shall be via a mutually agreeable medium (CD, flash drive, FTP or other secure transfer protocols). The following tasks are to be specifically approved by NWCO before work can commence. The final SOW will be negotiated with the selected firm, and the SOW listed below can be modified at the sole discretion of NWCO as necessary for the execution of a complete Rail Consolidation Project.

The following scope of work is based on the Site Plan approved by the National Western Center Steering Committee (SteerCom) on February 2, 2018. The consultant shall be responsible for the development of construction ready documents for the rail consolidation and maintenance facility. NWCO will be responsible for the development of demolitions, site clearing and enabling works documentation to allow for the rail corridor and maintenance facility to be constructed.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

1.1 NWCO Project Manager Responsibilities

NWCO Project Manager (“PM”) for the DRIR Rail Consolidation Design will be responsible for the day-to-day management of the Consultant team and satisfactory completion of the scope of work. Specifically, the NWCO PM will:

- Serve as the primary liaison between the Consultant and NWC Program, ensuring that the NWC program, goals, budget and schedule for the project are met by the Consultant;
- Have primary authority for contract management, direction and enforcement;
- Review and approve the Consultant’s monthly progress reports and invoices;
- Review and approve any significant schedule changes and any contract modifications;
- Review and approve meeting agendas, minutes and meeting materials prepared by the Consultant;
- Hold regular meetings with the DRIR Rail Consolidation Project Management Team (“PMT”). The Project Management Team will include, but is not limited to, representatives from Public Works, Office of the National Western Center (“NWCO”), DRIR, Western Stock Show Association, and other agencies as needed.

1.2 Consultant Project Manager Responsibilities

The Consultant Project Manager will be in charge of all project coordination anticipated with numerous NWC Program stakeholders including but not limited to: City and County of Denver, DRIR, BNSF, Union Pacific Railroad (UP), NWCO, Western Stock Show Association, Colorado Public Utilities Commission, Denver Water, Denver Wastewater, Horizontal Design Team, HIC and MFEI. In addition, coordination with the site wide Campus Placemaking and Horizontal Infrastructure Design Team will be required to assure that the project is coherently coordinated with the wider design of the campus (including site

grade elevations, utilities coordination, design integration, and ROW interfaces). The Consultant PM will:

- With input from the PMT, develop and maintain a Project Management Plan for the final design (See Section 1.4 for details)
- Enable weekly coordination with the PM
- Coordination with the HIC
- Monitor and Manage the project scope, budget, schedule, and deliverables
- Actively Manage design risks and opportunities and report actions/decisions to NWCO PM required to mitigate
- Oversee and manage the sub-consultants
- Prepare and send monthly invoices to the NWCO PM
- Provide monthly written project updates to NWCO's Project Manager with regard to the status of the scope of work, project schedule and budget
- Prepare and distribute meeting minutes for PMT and design meetings, at a minimum
- Obtain right-of-entry certification for Consultant team (eRail Safe)

No changes in Consultant project management or lead design personnel will be made without written notice to and approval by the NWCO's Program Director. NWCO will notify Consultant of any changes to NWCO project management personnel per contract requirements.

1.3 Project Component Coordination

Initial coordination of railroad meetings and correspondence will be conducted by the NWCO Project Manager, who will serve as the single point of contact with DRIR. The Consultant will not contact DRIR or BNSF directly unless authorized by NWCO's Project Manager. In conjunction with NWCO's Project Manager, DRIR and BNSF will provide design oversight and review during the design process.

Railroad coordination meetings will be scheduled as required to coordinate the track design, rail operations, maintenance facility and railyard requirements, and ensure timely reviews and approval of the design. Railroad coordination meetings will coincide with bi-weekly project meetings. Consultant is responsible for ensuring that coordination process aligns with the project delivery schedule.

1.4 Coordination with other contracts

The Consultant will be required to coordinate the work of the rail consolidation design with the overall design work that is occurring simultaneously with the NWC Campus Program. This coordination will be managed through the PM and include the following contracts:

- Campus Placemaking Infrastructure Task Order (MIG)
 - Site Utilities
 - Site Grading and Water Quality
 - National Western Drive
 - Bettie Cram Drive
 - Race Court

- Bettie Cram Drive River Bridge
- 51st Avenue River Bridge
- Site traffic study
- Public Realm study
- NWC Horizontal Designer (Enabling Works)
- NWC Demolition Contract
- NWC Subsurface Investigation Contract
- NWC Horizontal Integrated Construction Services Contractor

1.5 Project Management Plan

Project Management Plan (PMP): The Rail Consolidation Designer shall prepare a Project Management Plan to describe their approach to managing the project. The PMP will incorporate the NWC Program and Project Schedule, identify staff and firms and their associated responsibilities, and organize meetings, milestones, phased deliverables, coordination efforts, and team responsibilities in a format consistent with the overall NWC Program Baseline (developed and managed by NWCO). The Management Plan shall be submitted to PM for review and approval within the first three (3) weeks of the engagement and updated by the Consultant as necessary and reviewed with the PMT at biweekly meetings. Key elements in the Project Management Plan include but are not limited to:

1. Approach to managing the project
 - a) Including overall goals and the plan to achieve them
2. Organizational Chart
 - a) Narrative of team roles and responsibilities
 - b) Anticipated level of effort for each key team member (full time, part time, as needed, etc.)
3. Meetings and Logistics
 - a) Define the proposed approach to project logistics including formal coordination meetings, frequency, duration, and required attendees
4. Risk Analysis
 - a) This should identify major risks (schedule, budget, quality, 3rd party approvals, etc.) to the execution of the work
 - i) Risks should be qualified with probabilities and impacts
 - ii) Mitigations plans for risks should be explained
5. Overall Design Schedule
 - a) Critical path should be clearly identified
 - b) Document review should be clearly identified
 - c) Meetings should be identified
 - d) Schedule float areas should be indicated as well
6. Program Interface Plan
7. Program Document/Drawing/Data Interface Plan
8. Document Controls Approach
9. Quality Plan (as an appendix to the PMP)
 - a) The QMP must specify how Consultant will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements.

10. Health, Safety, and Environment Plan (as an appendix to the PMP)
a) This should consider and supplement the NWCO HSSE Plan

The deliverables for this subtask will be a draft and final Project Management Plan.

1.6 Project Meetings

Consultant will schedule and facilitate meetings at key milestones of the design process and will include the PM, NWCO Design Manager, NWCO Horizontal Portfolio Manager, project working group, WSSA Project Manager, DRIR Representative and other personnel as proposed by the NWCO program.

The following meetings are anticipated as part of this design process:

- Project Kick Off/Site Visit
- Project Management Team (bi weekly)
- DRIR Coordination Meetings (bi weekly)
- Campus Placemaking Design Coordination Meetings (assume 3 meetings)
- Horizontal Design Team Coordination Meetings (bi weekly after May 1)
- Horizontal Integrated Contractor Meetings (bi weekly after 60 % submittal)
- BNSF Coordination Meetings (monthly)
- City and County of Denver Agency Coordination Meetings (assume 20 meetings)
- CPUC Coordination Meetings (assume 6 meetings)
- Comment Review Resolution Meetings (assume 2/submittal)
- NWCO Project Alignment Team (3 meetings)
- NWC-Citizens Advisory Committee (2 meetings)
- Urban Drainage and Flood Control District (Maintenance Facility Site) (3 meetings)
- Adams County (Maintenance Facility Site) (3 meetings)

Consultant will develop written agenda and record and furnish meeting minutes within three working days of each meeting.

Consultant will participate in the project kick-off meeting to establish the project schedule and decision-making strategy, and to discuss the Right of Entry application process. The kick-off meeting will be held in conjunction with the initial meeting for the conceptual design process. The kick-off meeting will include a site visit to identify issues and preliminary conceptual ideas for replacement options and assist the group in identifying site constraints and selection of potential options which will be carried forward into more detailed conceptual design.

Consultant will coordinate additional meetings with project stakeholders as directed by NWCO's Project Manager.

The deliverables for this subtask will include the schedules of meetings as necessary, and meeting minutes for PMT and design meetings.

1.7 Access Permits/Approvals

Consultant to obtain right-of-entry certification for Consultant team and eRail Safe certifications for each employee working on any railroad right of way. eRailSafe certification can be obtained at <http://www.e-railsafe.com/>. There is a revised FRA regulation, 49 CFR Part 219 requirement, called “FRA Part 219 Drug/Alcohol” policy requirements for employees and contractors working on railroad property. Contractors’ employees may be required to comply with this FRA Policy.

NWCO will be in charge of all PUC orders required for CPUC approvals. Consultant will provide Exhibits required for the approvals to the CPUC applications for each public crossing.

TASK 2: GEOTECHNICAL ANALYSIS AND DESIGN RECOMMENDATIONS

2.1 Consultant Coordination and Responsibility

Consultant shall coordinate subsurface work with NWCO. Consultant to provide geotechnical and environmental information for areas within the rail corridor and at 5300 Franklin Street.

Consultant will perform subsurface investigations and geotechnical analysis to provide foundation and subgrade recommendations in accordance with the applicable design criteria for rail, bridge, underpass and maintenance facility structures.

2.2 Deliverables

- Proposed and final boring plan and boring logs;
- Draft and final geotechnical report addressing and track substructure design and recommendations. The Consultant will be responsible for revising the geotechnical findings to adequately address comments from the project stakeholders.

TASK 3: SITE SURVEY

Consultant to perform Site Survey as necessary to complete the design effort. Consultant to supplement existing survey information provided by NWCO for areas south of Race Court including the new rail corridor, tie in points with BNSF, South Platte River Bridge north of Race Court, and McDonald Farms. Consultant to tie new survey information into the existing site survey prepared for NWCO by 105 West. Control point information to be provided by NWCO.

Consultant to provide supplemental survey for areas within the rail corridor to coordinate utilities and grading.

Consultant to provide full new survey for the Maintenance Facility site at 5300 Franklin.

TASK 4: 30% RAIL DESIGN

4.0 30% Design

Conceptual development of track alignment, at-grade crossings, maintenance facility, rail bridge, underpass and wall structures.

Consultant shall work in close coordination with the NWCO Project Manager to develop alternatives for the project components for review by the NWCO team. Alternatives shall include track layout and configuration for both DRIR and McDonald Farms trackage, bridge structure types, wall structure types, underpass configurations, crossing options, and maintenance facility layout and configuration options. Consultant to develop selection criteria for each elements and work with the NWCO team to eliminate or modify alternatives to reach a preferred alternative that works with the overall rail design, site constraints and budget constraints.

4.1 Utilities Coordination

Consultant shall work closely with NWCO, the Campus Placemaking Infrastructure design team, utility agencies, and the Horizontal design team to coordinate utilizes that will either be relocated or are needed for the rail design. Demolition and relocation plans will be completed by others, but this Consultant is required to assist in identification and resolution of any utility conflicts or needs for this project.

4.2 Conceptual Design Process (30%)

The conceptual design process will, at a minimum, consist of the following:

- Kick off meeting to be held at City offices;
- Update design schedule as needed;
- Develop design criteria memorandum covering, at a minimum, track, cross overs, switches, at-grade crossings, structures, railroad at-grade crossing signals, clearance requirements, rail operational requirements, and drainage with references to applicable regulatory criteria such as but not limited to AREMA, BNSF Design Standards based on coordination with NWCO, CCD, DRIR, BNSF and CPUC;
- Collection of field survey and utility data in accordance with City requirements;
- Assessment of corridor options and verification of preferred alignment;
- Development of a 10% level of design draft track alignment identifying corridor width, track horizontal and vertical alignment, switches and cross overs, maintenance service road, tie in locations;
- Development of draft drainage plans to address all drainage requirements associated with the construction and operation of the final rail corridor and maintenance facility including addressing drainage requirements from the BNSF.
- Rail Bridge and Underpass Structures selection report;
- Consultant will lead a workshop, and give a presentation of the Conceptual Design to NWCO Program Team followed by a presentation to DRIR and BNSF;

- Submit final conceptual design based on updating the initial concept based on feedback obtained in the workshop through the CCD Engineering, Regulatory and Analytics (ERA) process and Development Services process for the maintenance facility;
- Initial meetings with CPUC to review the overall project concept and to identify grade crossing requirements, process and schedule for grade crossing approvals.

4.3 Conceptual Design & Preliminary Plan Deliverables

Consultant will prepare and submit the Conceptual Design package to the PM. The Draft Conceptual Design submittal will, at a minimum, include the following:

- Design schedule update;
- Design criteria memorandum covering, at a minimum, track, cross overs, switches, at-grade crossings, structures, railroad at-grade crossing signals, clearance requirements, and drainage with references to applicable regulatory criteria such as but not limited to AREMA, BNSF Design Standards;
- Topographic and engineering survey;
- Subsurface and surface utility information; Goodbye to review SUE QLB data provided by NWCO and direct SUE QLA utility test holes (approximately 50 test holes are assumed) to confirm vertical locations near potential conflicts.
- Plan, profile, and typical sections of proposed track alignment identifying both existing grade conditions and permanent grade conditions;
- All special track work including crossovers, derails and turnouts;
- Drainage plan for rail corridor and maintenance facility with anticipated pipe sizing, routing and tie in points with NWC utilities;
- Utility coordination plan for all utilities to be placed under the rail corridor. Consultant will coordinate with NWCO who will provide preliminary utility plans for the overall NWC campus;
- Rail bridge design plans;
- Maintenance facility design plans, site plan, site grading and drainage;
- Draft phasing and construction plan;
- Bettie Cram Drive-Maintenance of Traffic Plan during construction;
- Grade crossing concepts at National Western Drive (McDonald Farms) and Race Court;
- Identification of any additional property required for the alignment;
- Identification of any existing or proposed utility conflicts for the alignment;
- Draft construction phasing and rail operations plan narrative;
- Concept cost estimate and construction schedule;
- Identification of value engineering opportunities to help reduce overall project construction cost;
- 30% drawings of all scope elements;
- Outline specifications.

4.4 Structures Design-Refer to Task 6 for Structural Scope of Work.

4.5 Maintenance Facility Design-Refer to Task 9 for Maintenance Facility Scope of Work

4.6 At-Grade Crossing Field Diagnostics and Colorado PUC Coordination

Consultant will coordinate and conduct at-grade crossing field diagnostics with the NWCO, DRIR, and Colorado PUC staff. The diagnostics shall identify grade crossing criteria and proposed grade crossing active warning devices and other safety requirements. All materials required to effectively conduct the meeting shall be provided in addition to meeting notes.

4.7 Design Review Process

The draft conceptual design package will be completed and submitted to NWCO for review. A maximum 30-day review period by stakeholders is anticipated at each submittal. The submittal will include the plan, profile and typical sections. During the 30-day review period, design shall continue.

Consultant to submit 30% documentation to NWCO, ERA, Development Services, DRIR and BNSF for review. Consultant to consolidate comments into a comment matrix and provide resolutions for each comment. Coordinate comment review with each agency and provide a summary of comments received, comment resolutions, and status of any outstanding comments.

TASK 5: 60% RAIL DESIGN

5.0 60% DESIGN

Consultant will conduct 60% Design and prepare plans in accordance with the project design criteria, incorporating comments from conceptual design reviews, and provisions detailed below. If necessary, the consultant shall identify modifications to the design criteria and submit revisions to NWCO for review and approval.

60% Design Plans will include final proposed profile, alignment, structure type and arrangement and general configuration of the track and structures. 60% Design Plans will be completed by Consultant based on initial project conceptual design development meetings and workshops and incorporate feedback and comments on the 30% submittals. 60% Design Plans will include sufficient detail addressing the required final construction to be proposed and will include at a minimum, further iterations of the 30% package elements, as well as engineered plans for the following:

- Grade adjustments: clearances, track profile, roadway grade profiles, vertical clearance;
- Track alignment, profile, and cross section including special track work and at-grade crossing profile design as required;
- Automatic at-grade warning signal plans for at-grade crossings;
- Signing plans;
- Drainage design in coordination with overall site drainage work being completed by the Horizontal Design Team;

- At-grade crossing design and layout including pedestrian and vehicular safety including proposed signing and signal layout;

5.1 Railway Design

Consultant will conduct railway design, including the establishment of rail cross sections, alignments, switches, turnouts and crossovers and profiles to support the rail consolidation design.

Consultant will conduct railway design, including any drainage design, access road requirements, siding tracks and grade crossings (pedestrian and vehicular) and signalization.

5.2 Structures Design-Refer to Task 6 for Structural Scope of Work.

5.3 Maintenance Facility Design-Refer to Task 9 for Maintenance Facility Scope of Work

5.4 Deliverables

Consultant will submit a 60% Design package to the NWCO Project Manager which will be considered the 60% Submittal. The NWCO Project Manager will in turn provide the deliverable to DRIR and submit to ERA for review and comments. 60% Design deliverables will include, at a minimum, the following:

- Demolition/Removal plans
- Track and access road typical sections, geometry, plan, profiles, and cross sections
- Drainage and grading plans showing all existing and proposed drainage features and all drainage tie in points
- Drainage Report
- At-grade signal design criteria and maintenance requirements, per BNSF standards
- At-grade crossing plans and details per BNSF standards
- Wall plans (if required)
- Utility plans showing all existing and proposed utilities on the DRIR existing and proposed right of way
- Construction schedule, phasing, and staging plans to accommodate service continuation requirements
- Quantity Tabulations
- Opinion of Probable Costs
- Construction Specifications
- Draft PUC crossing applications, preliminary and final crossing PUC applications to be approved by the CPUC after an on-site visit with CCD Public Works, NWCO, DRIR and CPUC.

5.5 Design Review Process

The draft conceptual design package will be completed and submitted to NWCO for review. A maximum 30-day review period by stakeholders is anticipated at each submittal. The submittal will include the plan, profile and typical sections. During the 30-day review period, design shall continue.

Consultant to submit 60% documentation to NWCO, ERA, Development Services, DRIR and BNSF for review. Consultant to consolidate comments into a comment matrix and provide resolutions for each comment. Coordinate comment review with each agency and provide a summary of comments received, comment resolutions, and status of outstanding comments.

Consultant will include other items in the submittal that are deemed necessary in order to accomplish the design intent and reflect the 60% design milestone.

Note: The Rail Consolidation Project will be constructed by the HIC. Consultant shall coordinate with the HIC starting at the beginning of the 60% design level and provide documentation and calculations to the HIC for their review and input. Consultant shall work closely with NWCO and the HIC to coordinate construction phasing and sequencing plans and to verify construction schedule and costs.

TASK 6: FINAL RAIL DESIGN AND CONSTRUCTION DOCUMENTS (95% and 100%)

Consultant will address CCD, ERA, NWCO, BNSF, DRIR, PUC and other regulatory agency comments from the 60% Plan Review and conduct appropriate comment resolution meetings. Consultant will submit a 95% Design package to the PM which will be considered the 95% Submittal. The NWCO Project Manager will in turn provide the deliverable to CCD, ERA, NWCO, BNSF, DRIR and regulatory agencies for review and comments. Following review at that level of design, the consultant will prepare the 'For Construction' Document design package (100% deliverable) addressing comments received from project stakeholders on the 95% submittal.

Consultant is responsible for the completeness and accuracy of the work. Consultant responsible to rectify comments provided by the reviewing agencies.

6.1 Deliverables will include 95% design milestone documents, at a minimum:

- Demolition/Removal plans;
- Track and access road typical sections, geometry, plan, profiles, and cross sections;
- Drainage and grading plans showing all proposed drainage features;
- Drainage Report;
- At-grade crossing plans including grade crossing active warning devices with required commercial and back-up power feeds
- Wall plans (if required)
- Utility plans showing all existing and proposed utilities on the DRIR Right of Way with crossing locations shown for all NWC planned utilities
- Construction phasing and staging plans
- Quantity Tabulations
- Final Opinion of Probable Costs, coordinated with NWCO Program Team
- Construction Technical Specifications and Project Special Provisions;
- Final PUC crossing application exhibits
- Anticipated Construction Schedule
- Final design calculations

- Electronic copies of all design files in native format and PDF
- Surveyor will create legal descriptions and exhibits for new and existing utilities and the proposed new DRIR right of way

Consultant will include other items in the submittal that are deemed necessary in order to accomplish the design intent, satisfy regulatory requirements, and reflect the 95% design milestone.

6.2 Design Review Process

The draft conceptual design package will be completed and submitted to NWCO for review. A maximum 30-day review period by stakeholders is anticipated at each submittal. The submittal will include the plan, profile and typical sections. During the 30-day review period, design shall continue.

Consultant to submit 95% documentation to NWCO, ERA, Development Services, DRIR and BNSF for review. Consultant to consolidate comments into a comment matrix and provide resolutions for each comment. Coordinate comment review with each agency and provide a summary of comments received and final comment resolutions.

After addressing comments and approval of final plans, Consultant will deliver final 'For Construction' (100%) Documents, calculations, and report signed and sealed by a Colorado Professional Engineer and Colorado Registered Architect, as appropriate. This 'For Construction' document set will be considered the design document submittal for this scope of work.

6.3 Signal at BNSF Jersey Cutoff at National Western Drive (if required)

Consultant to provide signal design at the Jersey Cut off at National Western Drive to accommodate signalization, crossing arms, pedestrian and vehicular interaction and coordination with BNSF and PUC.

Task 7: MCDONALD FARMS RAIL DESIGN

The Consultant shall develop rail plans for the McDonald Farms Enterprise Incorporated (MFEI) parcel. The new rail for this site is intended to replace existing storage tracks that McDonald Farms currently uses that will be displaced by the future Bettie Cram Drive. It is intended that the current location of the DRIR river corridor south of Bettie Cram Drive would be the new location for the replacement tracks for MFEI. Due to construction timing, the McDonald Farms improvements would not be able to be implemented until the new DRIR consolidated track is complete and operational.

The rail design for McDonald Farms will include the following elements:

- Develop operational requirements with MFEI, BNSF and DRIR for rail service, track spacing and transload operations;
- Develop conceptual rail layouts for review by NWCO, MFEI, BNSF and DRIR that identify track location, track spacing, track vertical profile, ties ins to DRIR track, grade crossing at National Western Drive and switches;
- Develop drainage concepts for MFEI tracks;

- Coordination of track grades and locations in relation to proximity to the Delgany Interceptor, new Bettie Cram Drive and the CSU Water Resources Center;
- Coordination with CPUC for at grade crossing and review of distance and proximity analysis to Jersey Cutoff at grade crossing;
- Develop concept for the removal of the McDonald Farms diamond interchange at the BNSF Jersey Cutoff;
- Develop quantities, cost estimates and construction sequencing at 30%, 60%, 95% and 100% design submittals;
- Design review meetings with NWCO, DRIR, BNSF and MFEI;
- Coordination with Metro Wastewater for rail work over the Delgany Interceptor;

Design

The consultant shall provide professional services for a complete rail design for MFEI. Coordination, deliverables and meetings shall be combined with rail design efforts (kick-off meeting, update to the overall design schedule, design criteria etc.).

7.1 30% Design

The 30% design should include, at a minimum, the following:

- Kick off meeting to be held at City offices (in conjunction with overall project kick off meeting);
- Develop design criteria based on coordination with NWCO, DRIR, and relevant regulatory agencies;
- Site Planning to include Land Utilization, Site Grading and Drainage, Structure Placement, Access and Circulation, Landscape Concepts, Parking Analysis, Site Lighting, and Utility design for new facilities;
- Collection of field survey and utility data in accordance with City requirements;
- Confirmation of the MFEI operational program;
- Necessary project meetings with stakeholders to gather information and refine the initial concepts;
- Submit 30% design for rail, utilities, drainage, and at-grade crossing.
- Provide demolition plans for existing DRIR and MFEI tracks south of Bettie Cram Drive;
- Identification of any existing or proposed utility conflicts;
- Perform Survey and Geotechnical Investigations as necessary
- Consultant will be responsible for all disciplines and contract documents necessary for a complete conceptual design submittal;

The 30% design package can be combined into one design set with the rail design efforts and submitted to the NWCO Project Manager for review. A maximum 30-day review period by stakeholders is anticipated, but will be confirmed at the time of contract execution with the selected design consultant. Conceptual design will consider site drainage and utility impacts. During the 30-day review period, the preliminary design phase shall continue.

7.2 60% Design

The 60% Design Development phase shall include, at a minimum, the following:

- Demolition/Removal plans
- Track and access road typical sections, geometry, plan, profiles, and cross sections
- Drainage and grading plans showing all existing and proposed drainage features and all drainage tie in points
- Drainage Report
- At-grade signal design criteria and maintenance requirements, per BNSF standards
- At-grade crossing plans and details per BNSF standards
- Wall plans (if required)
- Utility plans showing all existing and proposed utilities on the DRIR existing and proposed right of way
- Construction schedule, phasing, and staging plans to accommodate service continuation requirements
- Quantity Tabulations
- Opinion of Probable Costs
- Construction Specifications
- Draft PUC crossing applications, preliminary and final crossing PUC applications to be approved by the CPUC after an on-site visit with CCD Public Works, NWCO, DRIR and CPUC.

The 60% Design Development design package can be combined into one design set with the 60% rail design efforts and submitted to the NWCO Project Manager for review. A maximum 30-day review period by stakeholders is anticipated, but will be confirmed at the time of contract execution with the selected design consultant. Conceptual design will consider site drainage and utility impacts.

7.3 95% and 100% Design

The Design Team shall provide Construction Documents (CDs) to obtain necessary permits, and for bidding to Contractors. The construction documents shall include detailed technical specifications in the form of a project manual. The Design Team is responsible for incorporating the City's standard Division One Specifications into the project manual.

The design team is responsible for submitting the required permit documents to the authority having jurisdiction for plan review. The plan review fee will be reimbursable at cost.

Documents supplied in the 95% and 100% submittal shall include, but not be limited to, the following:

- Demolition/Removal plans;
- Track and access road typical sections, geometry, plan, profiles, and cross sections;
- Drainage and grading plans showing proposed drainage features;
- Drainage Report;

- At-grade crossing plans including grade crossing active warning devices with required commercial and back-up power feeds
- Final National Western Drive crossing design
- Wall plans (if required)
- Utility plans showing all existing and proposed utilities on the DRIR Right of Way with crossing locations shown for all NWC planned utilities
- Construction phasing and staging plans
- Quantity Tabulations
- Final Opinion of Probable Costs, coordinated with NWCO Program Team
- Construction Technical Specifications and Project Special Provisions;
- Final PUC crossing application exhibits
- Anticipated Construction Schedule
- Final design calculations
- Electronic copies of all design files in native format and PDF
- Surveyor will create legal descriptions and exhibits for new and existing utilities and the proposed new MFEI holdings

7.4 Construction Cost and Construction Scheduling

Consultant shall provide quantities, cost estimates and Construction schedule/phasing services for the maintenance facility. The Consultant shall include this in the 30%, 60%, 95% and 100%% submittal for review by the NWCO Program Team. HIC will review the 60%, 95% and 100% estimates with the Consultant.

TASK 8: STRUCTURES DESIGN

The Consultant shall analyze, design, and develop contract documents for structures including rail bridge, underpass, and rail retaining walls. Contract documents shall display economical solutions for the given conditions. Consultant shall work closely with NWCO, the Horizontal Designer and the HIC to develop structural solutions for the rail corridor that meet the needs of rail operations and maintenance and conform to the budget requirements of the NWC Program.

The Consultant shall provide Design Documentation to NWCO with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of structural elements. These calculations shall be neatly and logically presented on digital media or, at NWCO's request, on 8 ½" x 11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Colorado-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

8.1 Rail Bridge Structure

The Rail Bridge structural documentation shall contain the following elements:

- Bridge type and material recommendations
- Bridge Geometry
- Structure Alternatives
- Structural Steel
- Foundation and Substructure Alternatives
- Data Collection and Design Criteria
- Deck System Evaluation
- Framing Plan Development
- Main Girder Preliminary Design
- Conceptual Pier Design
- Foundation Analysis
- Bridge Aesthetics
- Construction Requirements
- Constructability Requirements
- Load Rating
- Materials Quantities
- Wall Type Justification
- Structures Selection Report for approval by NWCO
- Structural calculations

8.2 Retaining Walls

The Retaining Wall structural documentation shall contain the following elements:

- Wall Selection Report and recommendations for approval by NWCO
- Key Sheet
- Wall type/material recommendations
- Horizontal Wall Geometry
- Vertical Wall Geometry
- Standard Drawings
- Wall Plan and Elevations
- Details – includes 2-3 wall aesthetic concepts, aesthetic detail sheets
- Structural calculations

8.3 Vehicular Underpass

The vehicular underpass structural documentation shall include the following elements:

- Key Sheet
- Structure type/material recommendations
- Horizontal Wall Geometry
- Vertical Wall Geometry

- Standard Drawings
- Approach ramp wall and pavement
- Underpass drainage design (in coordination with Horizontal Designer)
- Wall Plan and Elevations
- Structure Selection Report for approval by NWCO

TASK 9: RAIL MAINTENANCE FACILITY DESIGN

The DRIR Rail Maintenance Facility is intended to replace the existing DRIR facilities located along the River Corridor. The Rail Maintenance Facility is intended to replace the existing facilities along the River Corridor. All new facilities to be designed to meet current codes and requirements. Any betterments or additional elements over and above what is provided in the current facilities will need to be approved by NWCO.

The Rail Maintenance Facility is located at 5300 Franklin Street. This approximately 4 acre site is adjacent to the South Platte River. Consultant to identify 100-year flood elevation and design building improvements to be out of the 100-year floodplain. Consultant to coordinate with UDFCD and NWCO to establish the 100-year elevation. A LOMR or CLOMR will not be required.

The DRIR Maintenance Facility Design will include the following elements:

A. Terminal Office (part of Maintenance Shop and Parts Warehouse)

This facility will be a pre-engineered metal building on concrete slab containing approximately 5,000 sf with HVAC, water, sewer, and lighting. The building will be provided with communications service infrastructure as required to host security cameras, connection to DRIR main offices (likely on tower), and dispatching equipment (computers, monitors, radios, etc.). Communications equipment such as computers, cables, cameras, servers, etc. is anticipated to be provided by the Owner and is not included. The floor plan of the building will include 4 offices for management, locker rooms (showers, toilets, benches, and lockers), restrooms, break room, training room, electrical and mechanical rooms, and rooms for custodial and storage functions to match existing elements provided at the current maintenance facility. Utilities for water, gas, electric and fire suppression (wet-pipe) will also be provided.

Sustainable design services for this facility will be provided in accordance with USGBC LEED Gold certification based on savings in energy and water conservation; as well as improved indoor air quality, site features, and the use of sustainable products and materials. This scope does not include provisions for power generation such as solar/photovoltaic and wind turbine systems. LEED services provided assumes there will be a third party commissioning agent (required for LEED Gold and not part of this scope/proposal).

B. Maintenance Shop and Parts Warehouse

This facility will be a pre-engineered metal building on concrete slab containing approximately 8,200 sf with maintenance bays, shop area, and parts storage. Perimeter walls of the building will be provided with 8'-0" high CMU wainscot to improve durability. Maintenance area will have high ceilings. Storage will be on two levels with small parts on a mezzanine level that overlooks a parts/chemicals storage area. Exterior storage space for large parts or parts racks also needs to be provided. 3 phase power, water, gas, and lighting for both interior and exterior areas are needed including welding outlets.

Sustainable design services for this building have been added to the scope for USGBC LEED Gold certification. LEED services for this building assumes will be based on savings in energy and water conservation; as well as improved indoor air quality, site features, and the use of sustainable products and materials. This scope does not include provisions for power generation such as solar/photovoltaic and wind turbine systems/. LEED services provided assumes there will be a third-party commissioning agent (required for LEED Gold and not part of this scope/proposal).

C. Inspection Pit

40' long concrete inspection pit with access, lighting, power, and floor drains with sump pump to oil/water separator and holding tank. The track will have 80' clear on either end of the pit and single ended access to the main track. A 20-ton overhead crane, will span over the pit. The pit should be located adjacent to the shop to allow access to parts and space to maneuver heavy parts between the pit and shop. A separate canopy or extension of the shop roof over the pit is preferred. Safety features such as railings should be incorporated into the pit.

D. Track

Track will have 80' clear on either end of the pit and single-ended access to the main track.

E. Outside Service

Approximately 1 acre of security fenced outside storage for vehicles, MOW materials. The storage can be gravel surfaced, and include lighting. Additional paved parking for employee and RR vehicles should be provided adjacent to each building. Site drainage, landscape to meet CCD and Adams County Standards and driveway access will also be provided.

F. Other Misc.

- Security and safety components will be incorporated into designs. Conduit will be provided where needed for security contractor use, such as door access, gate access or cameras.
- Building finishes and material types will be typical for the use. For example, metal buildings are acceptable, but adjacent to heavy work areas masonry up to 8' from the ground is preferred for durability.

- All design, permits, approvals, and construction are considered part of the replacement of the facilities.
- Site will be cleared of all existing improvements by others and demolition/removal plans is not included in this scope.

9.1 Plan/Project Management

Consultant shall provide Plan/Project Management effort necessary to include the maintenance facility design project into all of the TASK 1 activities as outlined above. If activated, these services will occur concurrently with the rest of the consolidated rail design, so all fees should be considered within the context of the same design schedule as the rest of this SOW.

Design

The consultant shall provide professional services for a complete the maintenance facility design. If coordination, deliverables or meetings can be combined with rail design efforts (kick-off meeting, update to the overall design schedule, design criteria etc.) the consultant should note this and reflect the efficiencies in the fee proposal.

Pre- Design Services:

- Register project with USGBC for LEED V4
- Workshop with Owner and Design Team to review LEED Design Strategies and Opportunities to achieve LEED Gold Certification
- Develop LEED Responsibility Matrix with Owner, Architect and Consultants.
- Preparation of LEED Credit Checklist

9.2 30% Design

The 30% design should include, at a minimum, the following:

- Kick off meeting to be held at City offices (can be in conjunction with overall project kick off meeting);
- Update design schedule as needed;
- Develop design criteria based on coordination with NWCO, DRIR, and relevant regulatory agencies;
- Site Planning to include Land Utilization, Site Grading and Drainage, Structure Placement, Access and Circulation, Landscape Concepts, Parking Analysis, Site Lighting, and Utility design for new facilities;
- Preliminary roadway improvements to approximately 750 feet of the east side of Franklin Street requiring coordination with DRIR and CCD;
- Collection of field survey and utility data in accordance with City requirements;
- Confirmation of the maintenance facility programmed space plans with DRIR and the NWC Program scope, schedule and budget;

- Necessary project meetings with stakeholders to gather information and refine the initial concepts;
- Consultant will lead a workshop, and give a presentation of the Conceptual Design to NWCO Program Team followed by a presentation to DRIR and BNSF;
- Submit 30% design based on updating the initial concept based on feedback obtained in the workshop through the CCD Engineering, Regulatory and Analytics (ERA) process and CCD Development Services;
- Identification of any existing or proposed utility conflicts;
- Consultant will be responsible for all disciplines and contract documents necessary for a complete conceptual design submittal. Goodbee will direct QLB utility designation (estimated up to 3000 LF and QLA utility test holes (approximately 20 test holes are assumed) to confirm vertical locations near potential conflicts;
- Consult with Design Team on building design issues;
- Provide alternatives, when appropriate, for Design Team and Owner consideration;
- Provide Materials selection recommendations related to LEED credits

The 30% design package shall be a stand-alone design set and shall not be combined with the rail design efforts. This 30% design package shall be submitted to the NWCO Project Manager for review. A maximum 30-day review period by stakeholders is anticipated, but will be confirmed at the time of contract execution with the selected design consultant. Conceptual design will consider site drainage and utility impacts. During the 30-day review period, the preliminary design phase shall continue.

9.3 60% Design

The 60% Design Development phase shall include, at a minimum, the following:

- Consultant shall lead the refinement effort of the preferred conceptual design of the maintenance facility illustrating the scale and relationship of the project components;
- Preliminary recommendations for major building systems and construction materials;
- Preliminary elevations and outline specifications;
- Sustainability / LEED Requirements, as necessary;
- Code analysis;
- Roadway Improvement Plans
- Technical Specifications
- All coordination meetings necessary to advance the maintenance facility design
- MEP Equipment layout;
- Perform Survey and Geotechnical Investigations as necessary;
- Review all information uploaded to LEED Online for Design Review;

The 60% Design Development design package shall be a stand-alone design set and shall not be combined with the 60% rail design efforts. This 60% design package shall be submitted to the NWCO Project Manager for review. A maximum 30-day review period by stakeholders is anticipated, but will

be confirmed at the time of contract execution with the selected design consultant. Conceptual design will consider site drainage and utility impacts.

The Design Team shall provide Construction Documents (CDs) to obtain necessary permits, and for bidding to Contractors. The construction documents shall include detailed technical specifications in the form of a project manual. The Design Team is responsible for incorporating the City's standard Division One Specifications into the project manual.

The design team is responsible for submitting the required permit documents to the authority having jurisdiction for plan review. The plan review fee will be reimbursable at cost.

9.4 95% and 100% Design

Documents supplied in the 100% submittal shall include, but not be limited to, the following:

- Code Plan (showing occupancy and egress)
- Floor Plans
- Reflected Ceiling Plans
- Interior Elevations, Sections, and Details
- Interior Design and Finish Selection
- Door Hardware Schedule
- MEP Drawings
- Equipment Selection
- Structural Drawings
- Technical Specifications
- Civil Design (as required)
- Geotechnical and Environmental Reports
- Drainage Design Documents
- Transportation Engineering Plans and Submittal
- Performance Specifications (for fire sprinklers)
- Provide Energy Models for buildings
- Provide LEED related Specifications
- Coordinate project information in preparation for LEED design application submittal.
- Provide and upload required LEED drawings for Design Review.
- Submit LEED Templates for Design Review.
- Review re-submittal comments from USGBC and coordinate with Design Team

9.5 Construction Cost and Construction Scheduling

Consultant shall provide quantities, cost estimates and Construction schedule/phasing services for the maintenance facility. The Consultant shall include this in the 30%, 60%, 95% and 100% submittal for review by the NWCO Program Team. HIC will review the 60%, 95% and 100% estimates with the Consultant.

9.6 Environmental Study

NWCO has completed a Limited Phase II Environmental Site Assessment on the 5300 Franklin property and this should be reviewed and used if applicable. This Limited Phase II Environmental Site Assessment is attached as **Exhibit C**. The Consultant shall perform additional work required for a complete Phase II Environmental Site Assessment, as required, to provide the following: development of a Materials Management Plan and a Dust Control Plan. The additional work will be limited to five additional soil borings/groundwater monitoring wells, up to 10 trenches/test pits, and corresponding samples/expendables. Additional work will be completed to address data gaps from the initial Limited Phase II ESA, and to create a site-specific waste profile necessary for disposal of soil at the Denver-Arapahoe Disposal Site (DADS). Development and vetting of final work plan will be completed in coordination with the Department of Public Health and Environment and Public Works prior to commencing any investigation activities. These work efforts are to be completed within the limits of the existing project site. Any demolition, including abatement or remediation for existing structures will be completed and paid for by others, and are not included in this scope of work. The project site is located within the City and County of Denver and Adams County. The Consultant shall be responsible for all required deliverables to the governing jurisdictions.

The deliverables for this subtask shall include, but shall not be limited to, the following:

- Phase II Environmental Site Assessment, if required based on the existing Limited Phase II Environmental Site Assessment
- Material Management Plan (MMP)
- Dust Control Plan

TASK 10: COST ESTIMATE AND CONSTRUCTION SCHEDULE

Consultant will prepare quantities, cost estimate and anticipated construction schedule for the proposed track consolidation inclusive of all related work at 30%, 60%, 95% and 100% level of design. The estimate and schedule will be coordinated with the NWCO Program Team to verify the schedule and budget is in conformance within the overall NWC Program. HIC will review the 60%, 95% and 100% estimates with the Consultant.

Consultant to provide an estimate of annual operational costs for the at-grade crossings including the automatic at-grade warning devices for review by NWCO.

Deliverables:

- Engineers Estimates of Cost at 30%, 60%, 95% and 100% design milestones;
- Construction Schedule iterations at 30%, 60%, 95% and 100% Design;
- 5-year Operations and Maintenance Plan

TASK 11: BIDDING AND CONTRACT AWARD

Consultant shall support the NWCO Project Manager in the preparation and assembly of the bid package to be provided to the HIC for procurement.

TASK 12: CONSTRUCTION SUPPORT SERVICES

Consultant shall support the NWCO Project Manager through the bidding process (as necessary) and provide Construction Support Services. For the purposes of the fee proposal, the Consultant should assume a 19-month construction duration for the following services which may include, but not be limited to, the following:

- Responses to RFI's and providing ASI's as requested
- Submittal / Shop Drawing review / approval
- Attendance at weekly Construction meetings
- Submission of bi-weekly field observation reports
- Change order reviews
- Substantial completion, Punchlist walk with City and Contractor
- As Built construction drawings and technical documentation
- Assistance with Final Acceptance determination
- Commissioning and operational documentation. A third party commissioning agent will be retained by the Owner for the LEED Gold certification process.

- Construction LEED elements:
 - LEED Coordination Workshop with Owner, Design Team, Contractor and Major Subcontractors
 - Review submittals for LEED specified material
 - 4 - On-Site observations to assess compliance with LEED construction requirements
 - Review Contractor LEED Templates and submittal prior to upload to USGBC
 - Prepare final submittal and upload
 - Review re-submittal comments from USGBC and coordinate with Design Team

TASK 13: ADDITIONAL SERVICES

At the request NWCO's PM and with written confirmation, the Consultant will provide additional services to support the final design. Before any additional services are provided, the additional services scope and required level of effort will be agreed upon by NWCO's PM and the Consultant PM.

REIMBURSABLE EXPENSES

The following reimbursable expenses shall be itemized for this project:

- Plan Submittal Fees (list separately for each submittal type and agency requirement)
 - Building Department Fees
 - Sewer Use and Drainage Permits
 - Survey Fees – Subdivision Plans, Site Plans, Legal Descriptions
 - Site Development Plan Review

- Industrial Site Plan Review
- Parking Lot Landscape Plan Review
- Sanitary and Storm Sewer Design Review
- Survey Expenses for control, staking, etc.
- Railroad Flagging
- Rail access permits and fees for BNSF
- Roadway access permits
- CPUC Application Fees
- Geotechnical Borings and Laboratory Analysis
- Metal Building Design by Fabricator
- LEED Registration/Certification fees with USGBC for two buildings
- Travel Expenses for Wilson & Company Staff for LEED Certification
- Travel Expenses for technical disciplines to attend workshop or review meetings

END SCOPE OF WORK

Rail Consolidation Design

Consultant Fee Worksheet

Fee: \$ **1,874,386.88**
 Reimbursable Expenses: \$ **316,300.00**

Task 7: McDonald Farms Rail Design					Task 8: Structures Design					Task 9: Rail Maintenance Facility Design					Task 10: Cost Estimate and Construction Schedule					Task 11: Bidding and Contract Award					Task 12: Construction Support Services					Grand Totals											
7.1. 30% Design	7.2. 60% Design	7.3. 95% and 100% Design	7.4. Construction Cost and Construction Scheduling	Task 7 Total Hours	Task 7 Total Fee	8.1. Rail Bridge Structure	8.2. Retaining Walls	8.3. Vehicular Underpass	8.4. Construction Cost and Construction Scheduling	Task 8 Total Hours	Task 8 Total Fee	9.1. Plan/Project Mgmt	9.2. 30% Design	9.3. 60% Design	9.4. 95% & 100% Design	9.5. Construction Cost and Construction Scheduling	9.6. USGBC LEED effort for two buildings (Main Shop/Warehouse and office)	Task 9 Total Hours	Task 9 Total Fee	10.1. 30% Design	10.2. 60% Design	10.3. 95% Design	10.4. 100% Design	10.5. 18 Operations and Maintenance Plan	Task 10 Total Hours	Task 10 Total Fee	11.1. Track Corridor	11.2. Maintenance Facility	Task 11 Total Hours	Task 11 Total Fee	12.1. Track Corridor	12.2. Maintenance Facility	12.3. Commissioning and Operational Documentation	12.4. LEED - Construction Phase (does not include commissioning)	Task 12 Total Hours	Task 12 Total Fee	Hours	Fee			
24	12	12	12	60	\$ 13,500.00							40	40	4	4	2	90	\$ 20,250.00	8	8	8	8	8	40	\$ 9,000.00	12	20				32	\$ 7,200.00	24	40				64	\$ 14,400.00	1,003	\$ 225,675.00
40	80	40	40	184	\$ 23,000.00							12	12	4	8		36	\$ 7,000.00	4	4	8	4	20	\$ 2,500.00	4	4				8	\$ 1,000.00	8	8				16	\$ 2,000.00	607	\$ 75,875.00	
												12	12	4	8		36	\$ 4,800.00	8	8	8	8	32	\$ 4,320.00	8	40				48	\$ 5,400.00	8	40				48	\$ 5,400.00	266	\$ 35,910.00	
												2	2	2		80	86	\$ 18,050.00	4	4			4	\$ 840.00	8	8				16	\$ 2,000.00	8	8				16	\$ 2,000.00	98	\$ 20,580.00	
												12	49	20	40	16	90	227	\$ 34,050.00	20	20			20	\$ 3,000.00	42	40				82	\$ 12,300.00	42	40				82	\$ 12,300.00	337	\$ 50,550.00
												12	44	26	48	28	100	258	\$ 41,796.00	20	20			20	\$ 3,240.00	16	16				32	\$ 4,000.00	50	40				90	\$ 14,580.00	384	\$ 62,205.00
												150	76	104	10	320	660	\$ 66,000.00								16	16				32	\$ 4,000.00	718	\$ 71,800.00							
												8	8	8			24	\$ 5,220.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												94	94	120	20		328	\$ 52,480.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												12	12	16	16	110	166	\$ 16,600.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												252	252	336			840	\$ 94,080.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	4	4			12	\$ 720.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
8	12	12		32	\$ 5,184.00							12	8	48	6	4	78	\$ 17,550.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
10	18	18		46	\$ 5,750.00							12	200	120	16		348	\$ 43,500.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
10	18	24		52	\$ 5,200.00							12	220	120	8		360	\$ 36,000.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	4				4	\$ 920.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												10	10				10	\$ 1,590.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												26	26				26	\$ 2,847.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												32	32				32	\$ 2,517.12								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												12	82	18	20		132	\$ 20,592.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												25	235	60	40		360	\$ 31,320.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												20	140	40			200	\$ 20,400.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
92	140	106	36	374	\$ 52,634.00	685	250	380	60	1,375	\$ 151,560.00	76	872	1,455	1,070	192	912	4,577	\$ 574,064.12	20	20	24	20	52	136	\$ 22,900.00	22	102	0	0	124	\$ 19,528.00	152	734	108	322	1,316	\$ 186,668.00	10,302	\$ 1,364,367.84	
												18	18				18	\$ 2,767.86								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												22	22				22	\$ 2,348.72								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												6	6				6	\$ 475.38								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												16	16				16	\$ 2,267.58								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												6	6				6	\$ 520.92								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	4				4	\$ 497.48								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												20	20				20	\$ 1,183.60								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												20	20				20	\$ 1,463.20								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	0	112	0	0	0	112	\$ 10,524.84	0	0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	450	\$ 43,157.04		
												4	4	8	8	2	26	\$ 4,160.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	24	40	40	2	110	\$ 12,100.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												30	30	2			62	\$ 6,820.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	8	4			16	\$ 2,320.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	12	24	16	2	58	\$ 7,540.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												16	16	16			48	\$ 5,040.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
2	4	4	2	12	\$ 1,560.00	92	48	48	6	194	\$ 24,640.00	12	60	126	114	8	0	320	\$ 37,980.00	0	0	0	0	0	0	\$ -	4	4	0	0	8	\$ 1,000.00	0	31	0	0	31	\$ 3,610.00	1,077	\$ 133,515.00	
												24	16				40	\$ 4,600.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												2	2				4	\$ 732.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												16	10	10			36	\$ 3,060.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												6	2				8	\$ 1,112.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	4				4	\$ 340.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												40	8				56	\$ 9,128.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												70	30	20			120	\$ 13,800.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												70	20	10			100	\$ 10,600.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	0	196	104	68	0	368	\$ 43,372.00	0	0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	0	0	0	0	0	\$ -	584	\$ 67,902.00		
												1	1				1	\$ 215.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												4	4	1			5	\$ 1,075.00								16	16				32	\$ 4,000.00	24	\$ 5,220.00							
												2	1	2	4	2	11	\$ 1,925.00								16	16				32	\$ 4,000.00	24	\$ 5,22							

Exhibit B

Key Personnel

ATTACHMENT 2
CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Wilson & Company, Inc., Engineers & Architects

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

<u>Title/Classification</u>	<u>Responsibilities</u>	<u>Rate/Hr.</u>
Principal-in-Charge, Quality Manager	Ensure all company resources; Quality Assurance	\$255.00
Senior Project Manager	Overall project management; Contract Manager	\$225.00
Civil Design Task Manager	Task management of civil/site design	\$225.00
Civil Design Engineer	Civil Engineering Design Lead	\$135.00
Civil Designer	Civil Engineering Design	\$115.00
Structures Task Manager	Task management of bridge and miscellaneous structures	\$175.00
Structures Engineer	Structure design and design check	\$130.00
Rail Design Manager	Task management of railroad design process	\$225.00
Rail Design Engineer	Railroad track design	\$130.00
Railroad Drainage Engineer	Corridor and yard drainage design	\$162.00
Drainage Task Manager	Task management of drainage and water quality	\$235.00
Drainage Engineer	Drainage system analysis and design	\$130.00
Traffic Engineer	Traffic engineering – signing, pavement marking, WZTC	\$140.00
Survey Manager	Manages survey/ROW department and QC	\$230.00
Survey Project Manager	Registered Land Surveyor	\$159.00
Party Chief Surveyor	Provides Survey duties	\$85.00
Instrumentation	Provides assistance for survey duties	\$60.00
Senior CADD Technician	Senior CADD project design for engineering and survey	\$112.00
CADD Technician	CADD project design for engineering and survey	\$102.00
Senior Mechanical Engineer	QC and LEED Design	\$210.00
Lead Mechanical Engineer	Task management of mechanical engineering	\$162.00
Lead Electrical Engineer	Task management of electrical engineering	\$150.00

Senior Architect	QC of Architecture	\$218.00
Lead Architect	Task management of architecture	\$160.00
LEED Architect	Task management of LEED design	\$160.00
LEED Intern Architect	LEED design	\$100.00
Administrative/Clerical	Contracting; project administration; invoicing	\$95.00
Graphic Designer	Develops graphics for reports and presentations	\$125.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 3.00

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

REIMBURSABLE EXPENSES

Prime Consultant: Wilson & Company, Inc., Engineers & Architects

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

1. Actual cost of reproduction of drawings and specifications, requested by the city.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 ½ x 11")	\$ 0.65 / each
Copies (8 ½ x 14")	\$ 0.81 / each
Red-line copies	\$ 3.00 / S.F.
Reproducibles	At Cost

Exhibit C

ACORD



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

2/2/2018

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 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Insurance Corporation		42404
INSURER B : Liberty Mutual Fire Insurance Company		23035
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES 2 CERTIFICATE NUMBER: 15191938 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 INSP	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	TB7-Z91-467382-027	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-Z91-467382-017	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> 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	N/A	WC7-Z91-467382-037	6/1/2017	6/1/2018	<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: CCD PROJECT: NDCC2017-004. NATIONAL WESTERN CENTER RAIL CONSOLIDATION DESIGN. CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS AND THE WESTERN STOCK SHOW ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 15191938 CITY AND COUNTY OF DENVER MAYOR'S OFFICE OF THE NATIONAL WESTERN CENTER 201 WEST COLFAX AVENUE DENVER CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)
2/2/2018

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 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1048828 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109	INSURER A: XL Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES 2 **CERTIFICATE NUMBER:** 15191942 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input 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:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input 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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CPP9486269-06	6/1/2017	6/1/2018	\$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CCD PROJECT: NDCC2017-004. NATIONAL WESTERN CENTER RAIL CONSOLIDATION DESIGN.

CERTIFICATE HOLDER 15191942 CITY AND COUNTY OF DENVER MAYOR'S OFFICE OF THE NATIONAL WESTERN CENTER 201 WEST COLFAX AVENUE DENVER CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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