

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **PARSONS BRINCKERHOFF, INC.**, a New York corporation doing business at 555 17th Ave., Suite 500, Denver, Colorado 80202 (the “Consultant”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Manager of Public Works (“Manager”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

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

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

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

3. TERM: The Agreement will commence on April 21, 2014 and will expire on May 21, 2015 (the “Term”). Subject to the Manager’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered under the Agreement an amount not to exceed Seven Hundred Ten Thousand Eight Hundred Nineteen Dollars and Fifty-seven Cents (\$710,819.57). Amounts billed shall be in accordance with the “Consultant Team Fee Summary” for the various service providers as set forth on **Exhibit B**, and may not exceed the rates set forth in **Exhibit B**.

b. Additional Services: If the Consultant performs services in addition to the services described in Exhibit A, as a result of changes in the work or due to other circumstances beyond the Consultant's control, and if such services (1) are pre-approved in writing by the Manager or the Manager's designee; and (2) will not cause the total compensation payable to the Consultant to exceed the Maximum Contract Amount, then the Consultant will be reimbursed its pre-approved cost for performance of such service(s). Before providing any such services, the Consultant first shall 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 Exhibit B. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the Maximum Contract Amount. The maximum amount to be paid by the City for all additional services under this Agreement is Thirty-Five Thousand Dollars (\$35,000.00).

c. Reimbursable Expenses: Except for copying/printing costs and out of town travel reflected as "Reimbursables" in the fee summary contained in Exhibit B, there are no reimbursable expenses allowed under the Agreement.

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

e. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Seven Hundred Forty-five Thousand Eight Hundred Nineteen Dollars and Fifty-seven Cents (\$745,819.57) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A, or pre-approved additional services pursuant to section 4(b) above, are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

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

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

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver

all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described 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 and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-

renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

c. Additional Insureds: For Commercial General Liability and Auto Liability, Consultant and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers'

Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

i. Professional Liability(Errors & Omissions): Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Additional Provisions:

- (i) For Commercial General Liability, the policy must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) Defense costs are outside the limits of liability;

- (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage:
- (a) 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
 - (b) 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.

10. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

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

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

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

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

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

17. CONFLICT OF INTEREST:

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

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement

in the event it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

Manager of Public Works or Designee
201 West Colfax Avenue, Dept. 507
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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 either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required 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.

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

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant 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 variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

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

24. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to

all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

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

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

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

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period

equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature 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.

34. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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-201415642-00

Contractor Name: PARSONS BRINCKERHOFF INC

By: 


Name: JAMES L. PRICE
(please print)

Title: VICE PRESIDENT
(please print)



My Commission Expires 11/20/2014

ATTEST: [if required]

By: 

Name: Debbie Barbre-Price
(please print)

Title: Executive Assistant
(please print)



NWC MASTER PLANNING

EXHIBIT A

SCOPE OF WORK

NATIONAL WESTERN CENTER DEVELOPMENT MASTER PLAN

Scope of Work | North Denver Cornerstone Collaborative Project

An Initiative of Mayor Michael B. Hancock

03.20.14

Overview

The City and County of Denver, in partnership with the Western Stock Show Association, Colorado State University, Denver Museum of Nature & Science and History Colorado (hereinafter referred to as the “NWC Partners”), seek a professional consulting team to lead the planning of the National Western Center Development Master Plan (“Master Plan”). This effort offers a series of new, highly visible urban “*placemaking*” opportunities given the National Western Complex and Coliseum’s location immediately adjacent to the South Platte River, I-70, a new, soon to be constructed RTD commuter rail station on the National Western Complex and Brighton Blvd., which serves as a critically important gateway into downtown Denver. Additionally, the planning effort offers an important opportunity to help reconnect and support the emerging neighborhood plans for Globeville, Elyria and Swansea.

North Denver Cornerstone Collaborative (NDCC)

The creation of the NDCC was announced by Mayor Michael B. Hancock in January 2013 to strategically align the planning, implementation and financing of six major projects all converging on the Denver communities of Globeville, Elyria, and Swansea. One of the six projects includes the transformation of the National Western Complex and Coliseum into a modernized, year-round destination, bringing together education, economic development, entertainment and tourism. The other NDCC projects include – River North, Brighton Blvd, RTD’s transit stations, the I-70 east project and the Globeville, Elyria and Swansea neighborhood planning – which combined with the National Western Center project, total over 3,000 acres located at the door step (gateway) into downtown Denver.

Study Area

The primary Study Area for the planning effort encompasses the National Western Complex and Denver Coliseum. Study Area Map attached at the end of this detailed scoping document, here in referred to as the “Study Area”.

National Western Center Plan Development Process

The Consultant Team will work under the direction of the North Denver Cornerstone Collaborative Projects Office (NDCC) and will be assigned a City Project Manager (CPM), who will serve as the primary interface with the consulting team throughout the engagement. The CPM will work in close collaboration with the National Western Center consulting team alongside representatives from each of the five NWC Partners to help guide the master planning work.

Development of Final National Western Center Master Plan Report

The “Final Report” shall serve as the official guiding document for the long term vision and implementation of the National Western Center for the NWC Partners. The report will go through a City and County of Denver adoption process, including but not limited to review by the City’s Planning Board and City Council. The report will bring together the key components of the foregoing detailed scope. Format and organization of the report shall be collaboratively determined between the City and Consulting Team through the planning process. Of equal importance, the report will make a strong connection to the Globeville, Elyria and Swansea neighborhood planning documents and will, where appropriate, specifically reference efforts to support the adjoining neighborhood planning principles.

NATIONAL WESTERN CENTER DEVELOPMENT MASTER PLAN

Scope of Work | North Denver Cornerstone Collaborative Project

An Initiative of Mayor Michael B. Hancock

03.20.14

Master Planning Tasks:

1.0 Development of Study Area Baseline Information

1.1 Consultant and NWC MOU Partners Kickoff

The Consultant Team will conduct a kick off meeting in conjunction with the key stakeholders.

1.2 Base Map development/Site Analysis Documentation for Study Area

The Consultant Team will use existing base aerial mapping and topography information to develop project specific study area mapping (*preliminary survey data to be provided by Denver*) to establish baseline map.

The Consultant Team will prepare a site analysis document in 11 x 17 format that will identify the following elements:

- Study area boundaries
- Transportation and street network within and adjacent to the study area
- Environmental constraints mapping
- South Platte River/Open Space system within study area
- Utility Facilities Easements (from survey to be provided by others)
- Property ownership within the study area
- Historic site/facilities assessment map
- Site barriers
- Site opportunities and constraints
- Views
- Solar diagram
- Existing site drainage
- Site photo inventory

1.3 Existing Utilities Research (information to be provided by SEH through an existing city contract)

Consultant Team will integrate existing utilities within the study area. Existing utilities will be identified through existing survey data, GIS, or utility as-built information as is available and provided to the team by the City. Consultant Team is not responsible for the accuracy of the data provided by the City. Sizes and capacities and service areas of the existing utilities will be identified as part of this scope of work. The data will be incorporated into an existing conditions map and will serve as the basis for the Master Utility Plan.

The Consultant Team will work with the City and County of Denver, Denver Water, and Metro Wastewater capital improvement and master plans to determine what infrastructure is currently undersized or will require upgrades as part of future development. The information will be incorporated into the Infrastructure Master Plan.

Documents from SEH shall be provided to Consulting Team on or before April 22, 2014

1.4 Environmental and Geotechnical Information Review (to be completed by SEH under an existing city contract)

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Preliminary information to be provided to the Consultant Team for inclusion in the NWC Development Master Plan by the City. Consultant Team is not responsible for the accuracy of the data provided by the City. Consultant Team shall make recommendations for any additional suggested studies that may be required to aid the NWC MOU Partners in future site/facilities planning decisions.

Documents from SEH shall be provided to Consultant Team on or before April 22, 2014.

1.5 Historic Assessment Review (to be completed by SlaterPaul Architects under an existing city contract)

Consultant team is not responsible for the accuracy of the data provided by the City. Consultant Team will review historic assessment information provided by the City and provide comments on the information and work with the City to determine next steps. Next steps for the Historic Assessment are not included in this scope of services.

Documents from SlaterPaul shall be provided to Consultant Team on or before April 11, 2014.

1.6 Facility Specific Studies

The Consultant Team shall provide facility specific studies for up to two (2) existing buildings as determined in collaboration with the NWC Partners. Further, the consulting team will review and incorporate any pending facility specific studies into the master planning effort as may be directed by the City's PM. Studies to include 4-hr walkthrough of each of the two buildings, to observe general condition and to note character-defining historic features; an abbreviated code review will be provided to identify major deficiencies along with commentary on appropriate adaptive reuse scenarios that would comply with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings. It is assumed that floor plans of the existing building configurations (necessary for the study) will be provided by the City or building owner.

1.7 Rail Consolidation Study

The primary objective of the study will be to determine the feasibility of consolidating the branch line operations of the BNSF, UP, and DRI in the study area near and adjacent to the property being studied as part of the NWC Master Plan. The City of Denver has also identified the desire to have better access to the South Platte River from the east as part of the planning process.

1.7.1 Rail Consolidation Study Project Approach

Evaluate Current Rail Operations and Infrastructure

The study will evaluate the operations of the three railroads in the project study area. This will include numbers of trains per day on each rail line as well as most likely hours of operation for the two branch lines operating in the study area. Typical size of trains and commodities will also be identified. As noted earlier, the BNSF Brush Sub-division is a heavily traveled mainline we assume will continue to operate in its current

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location carrying through freight trains between Denver and Chicago and also unit coals trains between the Powder River basin in northeast Wyoming and Texas coal-fired electric utilities. This line also carries Amtrak's California Zephyr between Chicago and Denver. The branch lines in the area provide rail service to local businesses and industries.

Current Adverse Rail Impacts

The issues created by the slow moving freight train traffic providing rail switching service (deliveries/pickups) to local industries in the area will be documented. The slow moving trains as well as their pick-up and delivery operations create conflicts with local traffic on the streets in the study area. The study will include an analysis of the amounts of time that highway/rail crossings are blocked in the study area. The typical number of vehicles being delayed will also be determined by evaluating the traffic count data on the street network.

Related Projects

The Colorado Department of Transportation is currently evaluating its options for the reconstruction/replacement of the 50 + year old I-70 viaduct which currently bisects the NWSS property as it carries east-west traffic across the United States. The I-70 corridor also serves as a critical mobility corridor for the Denver metropolitan area as well while serving as a key access point for NWSS activities and the industrial base in the study area. While specific options are only now being identified for I-70 improvements, these various options and possible impacts to the possible rail consolidation will be discussed in the study.

RTD has awarded the contract for the design and construction of the North Metro Commuter Rail line which will begin construction in 2015 and be open for revenue service in 2018. The new ROW for the North Metro line and the station location has been set by RTD. The City of Denver has also identified possible options for crossing the RTD corridor that will be studied by the North Metro team and coordinated with the NWC Master Plan team.

1.7.2 Field Reconnaissance

A detailed field survey of facilities and rail operations will be conducted. This will include an evaluation of grade crossing surface conditions, crossing protective devices and signing, sight distances, track conditions, drainage facilities and existing use of adjacent properties. Valuation maps will be obtained from the railroads and will be evaluated to determine the extent of the railroads' rights-of-way. Aerial mapping utilizing Google Earth and information provided to the team from SEH will be utilized in the study.

1.7.3 Railroad Coordination

Officials of the three railroads affected by the proposed track consolidation will be interviewed early in the study. The individuals identified by the railroads as contacts for this study will be regularly updated of study progress throughout the course of the study activities.

Freight User Interviews

Those businesses identified by the railroads as their current or prospective rail freight customers will also be interviewed. These interviews will determine the historical and future business plans of these businesses as they relate to current and future rail service. The potential for future relocation will be discussed with these businesses as well as associated opportunities and/or challenges associated with such possible relocation.

Utilities Inventory

The City and County of Denver's GIS based inventory of sewer, water, storm water and street pavement will be obtained and evaluated through work by SEH. Locations of other utilities such as telephone, gas/electric, fiber optics, and cable TV lines will be evaluated. These are critical in that many utilities have easements in the railroad rights-of way. The railroads will also be contacted as to their records related to rights-of-way 'sharing' with utilities as well as any railroads' signal systems that may be impacted by any rail consolidation.

1.7.4 Evaluating a Range of Alternatives

The potential to remove either one, or both, of the two railroad branch lines in the study area will be evaluated. There may also be opportunities to close access off either the north or south end of these branch lines while leaving the remainder of the line in place. A full range of options between the "No-build Alternative" and "Full Relocation of Both Branch Lines" will be discussed.

1.7.5 Abandonment Process

In the event that any consolidation of the rail facilities in the study area eventually take place, those lines not being used in the future would need to be abandoned. The study will describe the current abandonment procedures/timing as they may be applicable depending on study recommendations.

1.7.6 Recommended Plan

A final plan recommendation for possible consolidation of the branch line tracks and possible closure of at-grade rail/highway crossings in the area will be included in the final report and the findings of this study will be reflected in the overall National Western Center Master Plan.

The consultant will incorporate findings from Rail Consolidation Study into the NWC Development Master Plan Report, including commentary on possible site and/or facility expansion that could occur when and if existing rail spurs are eliminated from the site over time.

1.8 I-70 East Project (by CDOT)

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Consultant Team will review and comment on Supplemental Draft Environmental Impact Statement (SDEIS) on issues that impact the planning of the National Western Center. Full technical review of the SDEIS is not part of this scope

1.9 Stakeholder Review

Consultant Team to distribute site analysis information for review by stakeholders.

Task 1 Deliverables:

- Planning Base Mapping provided by City in GIS and AutoCad format:
 - Transportation and street network mapping within study area
 - Environmental Constraints mapping (provided by others)
 - South Platte River/Open Space system map within study area
 - Utility Easements mapping (provided by others)
 - Property ownership inventory and mapping within study area
 - Historic site/facilities assessment map (provided by others)
- Deliverables provided by Consultant Team:
 - Site photo inventory
 - Site Analysis Atlas- 11 x 17
 - Historic Assessment Review comments
 - Facilities Specific Study memo (Draft and Final)
 - Rail Consolidation Study plan recommendation (Draft and Final)
 - Review memo of I-70 East SDEIS (comment spreadsheet)

2.0 National Western Center Vision, Guiding Principles, Goals/Objectives and Design Character & Integration into Denver's Corridor of Opportunity

2.1 Vision Workshop – "The Roundup"

The Consultant Team will attend and participate in, and where necessary, facilitate aspects of the 1- 1/2 day session with the NWC Partners to refine and update the vision, guiding principles, goals, objectives and preliminary design character for the National Western Center, as a new year-round destination linking education, economic development, tourism, neighborhood revitalization and entertainment. Up to four staff will attend.

Consultant Team will lead the vision discussion on the morning of the second day of the workshop to review previous day's discussion and to provide additional visual material to help the partners finalize their vision.

At the conclusion of the Roundup, the NWC Partners (via the facilitator) will provide workshop meeting minutes, copies of presentation materials, diagrams, etc. to aid the consulting team in the preparation of a refined/consolidated NWC Visioning Framework document as described in 2.5.

2.3 Guiding Principles

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The NWC Partners will provide refinements of the Guiding Principles to the consultant team following the Roundup.

2.4 Goals and Objectives

The NWC Partners will provide refinements of the Goals and Objectives to the consultant team following the Roundup.

2.5 Vision Framework Document

The NWC Partners will provide the final Vision Framework to consultant.

Task 2 Deliverables:

3.0 Integrated Facilities Program

3.1 Feasibility Study Review

The Consultant Team will review the findings of the Feasibility Study (completed by Strategic Advisory Group) with the key stakeholders and compare the findings to the draft program for the National Western Center and identify any discrepancies or differences for review. Consultant Team is not responsible for the accuracy of the data provided by the Strategic Advisory Group (SAG).

3.2 NWC MOU Partners Work Sessions for program refinement and alignment

The Consultant Team will work with the NWC Partners to update any additional program information that has been developed since the publishing of the draft program dated May 15, 2013. The NWC Partners facilities programming process will occur over a 2-3 day period and will include two-hour meetings with each of the proposed stakeholders. These meetings will be held at the National Western Complex or at a mutually agreed upon location. Following the completion of meeting with each NWC Partner, the Consultant team will host a ½ day review session with all NWC Partners for a final review and group discussion based upon the individual partner sessions.

3.3 Updated NWC Summary Site & Facilities Program

Based upon feedback provided by the NWC Partners, the Consultant Team will update the NWC Summary Facilities Program. The revised summary facilities program will generally describe each of the facilities to be included in the NWC Master Plan. Document will include the following elements:

- Document Summary
- Facility Description
- Primary Use
- Secondary/Shared Uses
- Size
- Functional Adjacencies
- Materials
- Furnishings and Equipment
- Facility diagram

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3.4 Approved National Western Center Program by the MOU Partners

From the program presentation comments and review, the Consultant Team will seek approval through the CPM of the Updated Site and Facilities Program from the NWC Partners. The approved program will be used as the guiding document for all future NWC master planning tasks.

Task 3 Deliverables:

- Updated Site and Facilities Program Summary (Draft and Final)

4.0 Site Master Plan Alternatives

4.1 Concept Development

The Consultant Team will explore multiple options for site configuration through meetings and design charrettes. From the outcome of these meetings, the Consultant Team will develop two (2) conceptual alternatives (sketch level plans) with key over-arching assumptions that identify: key facility relationships, building placement, transportation and circulation, parking, parks/open space, adjacent neighborhood connectivity and major utility corridors. These alternatives are intended to be quick studies of possible site layouts. These alternatives will be organized around location of the major facilities and required adjacencies.

4.2 Stakeholder Review Process

The two (2) alternatives will be further refined and additional information will be added for review by the NWC MOU Partners and then Citizens Advisory Committee (CAC). Once reviews have been completed with the MOU Partners and CAC, a public meeting will be scheduled, in collaboration with the NDCC Planning Team, which provides the general public an opportunity to learn about the NWC concepts.

4.3 Alternatives Refinement

Using the two (2) alternatives and the feedback provided by the MOU Partners, CAC and general public, the consultant team will further refine the site and facilities design alternatives. The two (2) refined alternatives will be presented to the MOU Partners and then the Citizens Advisory Committee. These refinements will focus on more detail related to key aspects of the site planning and connectivity work depending on the issues that need to be resolved for each alternative. The alternatives will identify the following elements:

- Facilities location, sizes and arrangement and multi-use opportunities
- Building reuse studies (beyond those already completed by City) as identified in Task 1.6:
 - Stadium Arena
 -
 - One other facility (TBD by City)
- Transportation and Circulation
 - Transit/Multimodal
 - Vehicles
 - Pedestrian

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- Bicycle
- Service
- Animal Movements
- Design Character and Form
- Neighborhood, Cultural and Community Integration
- Parking and access/egress
- Public/Open Space/River Connection
- South Platte River experience
- Public Art opportunities
- Major utilities/easement requirements
- Land (building footprint) requirements
- RTD Impacts, mitigation and opportunities

4.4 Preferred Conceptual Site Master Plan

Based upon review comments received on the two (2) refined shortlisted alternatives, the Consultant Team will recommend a “Preferred Conceptual Master Plan” for the National Western Center to the MOU Partners and NWCAC. The “preferred” alternative site plan and summary report will identify and describe the following elements:

- Facilities location, sizes, arrangement and multi-use opportunities
- Transportation and Circulation
 - Transit/Multimodal
 - Vehicles
 - Pedestrian
 - Bicycle
 - Service Areas
 - Animal Movements
- Design Character and Form (*refer to 4.4.1 for details*)
- Neighborhood, Cultural and Community Integration
- Parking and access/egress
- Public/Open Space/River Connection
- South Platte River experience
- Public Art opportunities
- Service Areas
- Major trunk utilities/easement requirements
- Major Infrastructure elements
- RTD impacts, mitigation and opportunities
- Task Graphics shall include:
 - Overall master site plan rendering
 - Overall parking, transportation and circulation plan
 - Public open space/pedestrian circulation plan
 - Up to 8 full color, guest-level experience renderings across the NWC
 - Two (2) full color, free hand aerial renderings showing overall National Western Center (1 during NWSS and 1 during another big event)

4.5 Infrastructure Master Plan

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Based on the preferred alternative plan adopted by the MOU Partners_____, the team will develop an Infrastructure Master Plan (IMP). The IMP will focus on the street network and proposed cross section, existing utilities, proposed utilities, and drainage and water quality facilities.

- Roadway Network – The team will provide a conceptual layout of the roadway network along with non-dimensional cross sections.
- Existing Utilities – Data from Task 1.3 will be incorporated into the IMP. Utilities that will be reused will be shown on the plan as well as points of connections of the proposed trunk utility line.
- Proposed Dry Utilities – Through coordination with the franchise utility companies the project team will determine upgrades that are planned. These facilities will be included on the map with conceptual alignments.
- Proposed Water Improvements – The consultant team will identify trunk utility corridors within the plan. Planned upgrades and improvements required by Denver Water will be included in the IMP as well as the proposed water distribution system need to serve the NWC.
- Proposed Wastewater Improvements – Improvements for sanitary sewers will be shown on the IMP. The consultant team will work with the City and County of Denver Wastewater Management Division to determine any upgrades that will be needed within the master plan area. Metro Wastewater Reclamation District will also be engaged to determine connections to the outfall system.
- Drainage Improvements – The IMP will determine approximate locations on detention facilities as well as drainage outfalls and upgrades. The consultant team will coordinate with the City to determine the alignment and outfall connections to the proposed lower I-70 East outfall channel.

4.6 Design Character and Form

As part of the Preferred Conceptual Site Master Plan, the development of both written and visual story boards, based upon the vision for the National Western Center will serve as the basis for future design guidelines for the Center and will be integrated into the master plans final report.

- Consultant Team will define design intent for NWC that incorporates the vision and guiding principles developed by the NWC Partners.
- Consultant Team will develop optional architectural theme (story) boards
- Consultant Team will develop urban form/site character theme boards

4.7 Area Connectivity, Traffic and Circulation Study

The focus of this effort will be on connecting multi-modal transportation opportunities. The first step of this task will be to identify and map all existing and anticipated (i.e. future Brighton Blvd improvements) auto, pedestrian and bicycle facilities in the vicinity of the National Western Center using aerial base maps and existing databases. These existing facilities will then be assessed during a field survey to identify the character and condition of the external pedestrian and bicycle network. Factors that will be considered include:

- Directness – does the network provide the shortest possible route in the system or are there gaps in the system?
- Continuity – are there sidewalks on both sides of the local roadways and arterials?

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- Street Crossings – can the pedestrian and bicyclist safely cross streets?
- Visual Interest and Amenities – is the environment attractive and comfortable to promote bicycle and pedestrian activity?
- Security – is the environment secure and well lit with good line of sight to see the pedestrian and bicyclist?

Based on the results of the assessment, consultant will develop innovative and creative solutions designed to fill in the gaps, correct existing safety problems, and compliment/support the on-site planning and deliberate neighborhood connections, especially to the river. Each proposed solution will then be evaluated and a connectivity plan will be created that meets the needs of users, regardless of age, ability or mode of transportation.

Based upon the preferred alternative site plan, the consultant team will coordinate with the City of Denver on internal and adjacent roadway access into and out of the NWC site to effectively and efficiently operate the center, both from a visitor and participant experience. The Consultant Team will provide recommendations and related design solutions specifically for the following:

- Brighton Blvd between I-70 and the NWSS Station
- 46th Avenue from Brighton Blvd to Washington Street
- 47th Ave from Brighton Blvd to Washington Street
- National Western Drive
- Race Court
- Other key connections that are identified during the master planning process to facilitate and aid ingress/egress from the Study Area.

4.8 Sustainability Strategies Framework Plan

The Consultant Team will coordinate with and support Denver's Office of Sustainability and Colorado State University who will take the lead in framing and identifying a range of possible sustainability strategies for the National Western Center that will be used to guide the overall Master Plan effort. The consultant team will attend two Sustainability Advisory meetings.

Preliminary Sustainability Framework Plan to be provided by City/CSU on or before April 30, 2014. Consultant Team will review the findings of the Sustainability Advisory Group and incorporate those findings into the final Master Plan document as determined by the City.

4.9 Drainage and Water Quality

Consultant Team will identify the space demands for drainage and water quality on the NWC site. The consultant will review the preferred land use plan to develop the drainage and water quality master plan for the service area. Onsite and offsite drainage basins will be established from GIS data and Denver Storm Drainage Master Plan. Once the basins have been identified the storm sewer system will be laid out and major outfalls will be identified. The consultant team, along with City of Denver and CSU, will identify innovative solutions to limit the imperviousness and directly connected impervious areas.

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The Consultant Team will identify volumes and locations of detention facilities required to serve the proposed development and water quality facilities. Coordination with the City and County of Denver, RTD, CDOT, and Urban Drainage will be required to develop the overall drainage and water quality plan to determine if the regional master planning needs to be revised and which of those regional facilities may impact the site. Consulting team will attend meetings with the City, CDOT, RTD and Urban Drainage (2 meetings assumed, see Task 7.2) on a potential regional drainage solution and incorporate regional solution into the Master Plan.

4.10 Preliminary Parking and Transit Management Strategy

The Consultant Team will recommend the number of on-site and off-site parking spaces that should be provided in the Master Plan to support multiple venues, events and employment. The first step of this task is to identify the number and type of anticipated events per year and to review that information with the NWC partners for approval (most of this baseline information is included in the SAG Feasibility Study Report). Of this total, 10 events will be used to calculate a range of parking demands from low to average to maximum. Key factors used in this analysis include type of use, anticipated event attendance, number of employees required for an event, mode split (number of people arriving by automobile), and average vehicle occupancy. Typical mode split and vehicle occupancy values will be used in the initial analysis but a sensitivity analysis will be conducted to test the variability of demand. The initial demands will then be adjusted as necessary based on input from key stakeholders. Once the various parking demands are established, supply alternatives will be identified.

These alternatives will include but are not limited to the following:

- Accommodate all parking for both patrons and employees on-site for the maximum event.
- Accommodate all parking for patrons on-site and employees off-site for the maximum event.
- Accommodate all parking for both patrons and employees on-site for an average event. This alternative will require off-site parking for all events that exceed an average event.
- Accommodate all parking for patrons on-site and employees off-site for an average event. This alternative will require off-site parking for all events that exceed an average event.
- Accommodate the optimal number of parking spaces on-site that balances event parking revenue with the land required for parking spaces. This alternative will require off-site parking for all events that exceed this optimal supply.

After the proposed on-site parking supply is identified, the Master Planning process will be used to locate/disperse the parking throughout the site. Vehicular access, pedestrian connectivity, proximity to key buildings, and land availability will be some of the factors used to incorporate the parking into the site. Potential off-site parking supplies will also be identified. With any shared parking options, the availability by time of day and day of week will be critical to test the reliability of this supply. The location is also important to determine if it is within acceptable walking distances or if there is a need for a shuttle bus

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system. The entire system must be sufficient, balanced and convenient to minimize the potential of on-street parking spill-over into adjacent neighborhoods.

Task 4 Deliverables:

- Two (2) Site Master Plan Alternative (sketch) Diagrams
- Stakeholder Review Process notes/findings of alternatives
- Sustainability Goals and Strategies Framework Plan (by City and CSU)
- Design Character and Intent
- Two (2) Refined Alternatives with supporting plan and section graphics
- Site Drainage and Water Quality Plan-based on preferred alternative (Draft and Final)
- Parking Strategy Technical Memorandum-based on preferred alternative (Draft and Final)
- Transportation Management Strategy Memorandum (Draft and Final)
- Area Connectivity Study-based on preferred alternative (Draft and Final)
- Infrastructure Master Plan (Draft and Final)
- Recommended Preferred Conceptual Site Master Plan with supporting plan and section graphics to support final master plan report

5.0 Concept Phasing Plan & Opinion of Probable Costs

5.1 Opinion of Probable Cost Format. Consultant will meet with the CPM and NDCC Finance Committee to determine the cost estimate format to be used.

5.2 The Consultant Team will develop an overall project phasing plan to identify implementation opportunities and constraints for the redevelopment of the site, recognizing the need to have the site function to support the ongoing operation of the NWSS event. At a minimum, the Phasing Plan will address the following items:

- RTD Mitigation
- Building sequencing/location
- Major Infrastructure sequencing
- Identification of other projects (i.e. Brighton Blvd, South Platte River, etc). Other project schedules to be provided by City and will be incorporated into the overall National Western Center phasing plan.

5.3 The Consultant Team will prepare a Rough Order of Magnitude Opinion of Probable Cost (range) based upon the preferred conceptual site master plan. Estimate will include the overall project cost and cost per phase of development.

Task 5 Deliverables:

- Site phasing and sequencing diagrams
- Rough Order of Magnitude Cost Estimate

6.0 National Western Center Development Master Plan Document

The Consultant Team, in collaboration with the MOU Partners, shall prepare a "National Western Center Development Master Plan Report", bringing together in one document, the following

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elements (final elements to be mutually developed between Consultant Team, the City and the NWC MOU Partners). Master Plan may include the following components:

- Table of Contents
- Executive Summary
- Introduction and Background
- Context: Neighborhood, Agriculture, Livestock, Rodeos and our Western Heritage
- Public Process
- Neighborhood Plan Integration (Globeville, Elyria and Swansea)
- NWC Vision: Creating a Year-Round Destination
- Guiding Principles and Objectives
 - Education
 - Economic Development
 - Tourism and Entertainment
 - Neighborhood Revitalization
- Sustainability Framework Plan
- Conceptual Site Master Plan
- Phasing Plan and Opinion of Probable Costs

Task 6 Deliverables:

- 50 copies of the NWC Development Master Plan Report (Draft and Final)
 - 8 ½ x 11 format
- PDF version of NWC Master Plan Report
- Electronic working files of Master Plan at Final completion

7.0 Process Coordination

Consultant Team will attend the following regular project meetings, prepare agendas, prepare meeting notes and distribute the notes to attendees. NDCC Projects Office and NWC PMT staff will assist and support the consultant team in the administration of the master planning effort

7.1 Regular Meetings

Regular meetings during the course of this engagement shall include (the CPM will assist the consultant team in facilitating the most efficient and effective grouping of city departments and agencies during the master planning process):

7.1.1 National Western Center Project Management Team (PMT) (monthly)

7.1.2 Project Planning Technical Team (two times per month)

7.1.3 Consultant Team Internal Team Design Meetings (two times per month)

7.1.4 Peer Review Meeting (2 half day meetings). Consultant team will prepare presentation materials and present progress findings at (2) Peer review meetings, organized and led by the City of Denver and NWC Partners.

7.1.5 Design Charettes. Consultant team will participate in the following design charettes:

- Vision "Roundup Retreat" (1.5 days)
- Concept Design Charette (1 day session)
- Alternatives Design Charette (1 day)

7.1.6 NDCC Finance Committee (3 meetings)

7.2 Agency Coordination

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Consultant Team will attend meetings with the following agencies during the course of this engagement (*the NDCC will assist the consultant team in facilitating the most efficient and effective grouping of city departments and agencies during the master planning process*):

- Western Stock Show Association
 - Bucket Committee Updates (two meetings)
- Mayor's Office leadership team (4 meetings)
- Denver Planning Board (2 meetings over the course of the planning process)
- National Western Center Council Committee (every other month)
- City Council briefings (up to 4 meetings)
- Regional Transportation District (2 meetings)
- Colorado Department of Transportation (2 meetings)
- Communication Providers (Comcast, Century Link, etc.) (1 Meeting)
- Denver Water (1 meetings)
- Metro Wastewater (2 meetings)
- Xcel Energy (2 meetings)
- SAG Feasibility Study Coordination Meetings (2 meetings)

7.3 Adoption Process

The Consultant Team will prepare PowerPoint presentation material and attend the following adoption process meetings:

- CSU Board of Governors (1 meeting)
- National Western Center Board of Trustees (1 meeting)
- Denver Museum of Nature and Science Trustees (1 meeting)
- History Colorado Trustees (1 meeting)
- City of Denver Planning Board Informational (1 meeting)
- City of Denver Planning Board Public Hearing (1 meeting)
- City of Denver Land Use and Transportation Committee (1 meeting)
- City of Denver National Western Stock Show Council Committee (1 meeting)
- City of Denver City Council, first and second reading (1 meeting)

7.4 Public Process

7.4.1 National Western Citizens Advisory Committee (NWCAC) (monthly)

The consultant team will prepare presentation materials and present progress findings at the monthly NWCAC meeting.

7.4.2 Public Open Houses (3 Open Houses)

The Open Houses will be part of the regular NDCC Town Hall format. Consultant team will provide presentation materials including PowerPoint presentations, plan graphics and written project information for use as presentation tools and hand-outs at the public open houses.

7.4.3 Grass Roots Community Outreach

The consultant team will attend up to three (3) community events beyond those already listed and prepare project informational materials as hand-outs for distribution to attendees and provide general project information and updates. Specific events to be determined between the consultant team and City.

7.4.4 Newsletters and Website

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Consultant team to provide project update information to be included in the NDCC eNewsletter and the Friday Round Up newsletter as information is developed. Project website information (maintained by NDCC) postings will be coordinated through the NDCC Communications/Community Outreach Coordinator.

7.5 Project Schedule

The Consultant Team will prepare a milestone-based project schedule to monitor the progress of the work. The schedule will be updated monthly as needed and reviewed at each Project Planning Technical Team and at monthly NWC PMT Meetings.

7.6 Administration

This task will include the following elements:

- Monthly Invoicing/Progress Reports
- Document Control/Administration
- Project Administration/Contract Management

7.7 Quality Assurance/Quality Control (QA/QC)

This task will include the following elements:

- QA/QC Plan
- Tracking and review of all deliverables

Note: Where deliverables listed above identify a draft and final document, the Consultant Team assumes one round of comments from the City and MOU Partners. Comments from each agency and/or partner are to be provided to the Consultant Team as a combined set of comments provided to the Consultant Team by the City. It is assumed that conflicting comments from the City and/or Partners will be resolved prior to the Consultant Team receiving the comments. Typical City/MOU Partner comment review period is to be 2 weeks from date of submittal.

Reimbursable Expenses

The following items are identified as reimbursable expenses:

- Project related travel for airfare, lodging, meals, rental car, mileage and parking for out of town staff only.
- Copying, and printing for Client meetings and Client deliverables only. Internal printing is not a reimbursable expense.
- Project supplies for meetings and presentations
- Draft Master Plan Document printing and distribution
 - 8 ½ x 11 format-double sided, full color, 100 pages (50 sheets)
 - GBC bound
 - 50 copies
 - lightweight cover/back
- Final Master Plan Document printing and distribution
 - 8 ½ x 11 format-double sided, full color, 100 pages (50 sheets)
 - spiral bound
 - 50 copies
 - heavyweight cover/back
- 3D Master Plan Renderings

NATIONAL WESTERN CENTER DEVELOPMENT MASTER PLAN

Scope of Work | North Denver Cornerstone Collaborative Project

An Initiative of Mayor Michael B. Hancock

03.20.14

- Five (5) full color 3D renderings for use in Master Plan and project presentations

NWC MASTER PLANNING CONTRACT

EXHIBIT B

BUDGET SUMMARY AND RATES

National Western Center Master Plan
 Consultant Team Fee Summary
 March 20, 2014

FINAL

Firm	Base Fee	Reimbursables	Total
Parsons Brinckerhoff	\$ 285,828.27	\$ 24,880.00	\$ 310,708.27
Civitas	\$ 98,865.00	\$ 1,977.30	\$ 100,842.30
Populous	\$ 119,942.00	\$ 13,082.00	\$ 133,024.00
OV Consultants, LLC*	\$ 37,880.00		\$ 37,880.00
Shine*	\$ 20,400.00	\$ 350.00	\$ 20,750.00
J. F. Sato and Associates*	\$ 22,110.00		\$ 22,110.00
Kiewit	\$ 33,620.00		\$ 33,620.00
Anderson Hallas	\$ 16,135.00	\$ -	\$ 16,135.00
Walker Parking	\$ 17,265.00	\$ 330.00	\$ 17,595.00
Terracon	\$ 1,980.00	\$ -	\$ 1,980.00
M-E Engineers	\$ 2,000.00	\$ -	\$ 2,000.00
Raindrop Partners	\$ 5,175.00	\$ -	\$ 5,175.00
Pete Rickershauser	\$ 9,000.00	\$ -	\$ 9,000.00
Totals	\$ 670,200.27	\$ 40,619.30	\$ 710,819.57
Additional Services			\$ 35,000.00
Total Not To Exceed Contract Amount			\$ 745,819.57

*12% DBE/WBE Participation

CONSULTANT TEAM MEMBERS

PROPOSER: Parsons Brinckerhoff, Inc.

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Area Manager	Principal-In-Charge	Jamie Price	\$272.86
Senior Project Manager	Project Management, Team Coordination	Eric Anderson	\$257.86
Senior Engineer	Infrastructure Lead/Civil Engineering	Jason Rutt	\$174.83
Senior Urban Designer	Sustainability Task Force Lead / Neighborhood Integration	Laura Aldrete	\$226.84
Senior Designer	Site Planning , Urban Design	Mark Naylor	\$159.60
Senior Drainage Engineer	Infrastructure - Drainage & Water Quality	Matt Buster	\$183.09
Senior Transportation Planner	Transportation Planning, Circulation, Parking	Lee Kellar	\$128.17
Traffic Engineer	Traffic Engineering	Will Johnson	\$160.81
Structural Engineer	Infrastructure – Structures	Paul Greco	\$210.65
Senior Planner	Sustainability	Meg Cederoth	\$156.83
Urban Designer	Planning, Graphics, Analysis, Research	Will Wagenlander	\$107.65
Urban Designer	Planning, Graphics, Analysis, Research	Michael Sobol	\$76.62
Contract Administrator	Contracts and Invoicing	Jane Gustafson	\$121.90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.624

CONSULTANT TEAM MEMBERS

PROPOSER: Parsons Brinckerhoff, Inc.

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Lead Rail Engineer	Rail Consolidation Study	Jack Tone	\$276.58
Rail Planner	Rail Consolidation Study	Randy Grauberger	\$243.79
Senior Planner	QA/QC	Lindsey Sousa	\$129.86
CADD	CADD Support		\$90.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.624

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Civitas, Inc.

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Site Planning Lead	Mark Johnson	\$250
Principal	Site Planning – Framework Plan / Urban Design / Site Planning / Design Character / Public Art / Riverfront Integration	Craig Vickers	\$225
Project Manager	Site Planning – Framework Plan / Urban Design / Site Planning / Design Character / Public Art / Riverfront Integration	Isa Reeb	\$100
Designer	Site Planning/Urban Design	Jason Newsome	\$70.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Populous

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Senior Principal	Facilities Lead	Jerry Anderson	\$350
Senior Principal	Facilities – Integrated Facilities Program / Facilities Architecture / Service and Operations / Signage and Wayfinding / Sustainability (Buildings) / Olympic Overlay / Vehicle Marshaling / Animal Movements	Charlie Smith	\$292
Associate Principal	Facilities – Integrated Facilities Program / Facilities Architecture / Service and Operations / Signage and Wayfinding / Sustainability (Buildings) / Olympic Overlay / Vehicle Marshaling / Animal Movements	Kevin O'Grady	\$150
Architect	Sustainability Task Force	Heather Stewart	\$180
Principal Planner	Facilities – Integrated Facilities Program / Facilities Architecture / Service and Operations / Signage and Wayfinding / Sustainability (Buildings) / Olympic Overlay / Vehicle Marshaling / Animal Movements	David Forkner	\$258
Director	Equestrian Planning	Todd Gralla	\$240

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.75

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Populous

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Architect	Arena Specialist	Admundsen	\$185
Architect	Expo Hall Designer	Lockwood	\$185
Technical	Technical Design/Architecture		\$85.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.75

SUB-CONSULTANT TEAM MEMBERS

Firm Name: OV Consulting, LLC

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Site Planning – Public Involvement	Beth Vogelsang	\$155
Principal	Infrastructure – Transportation Planning / Bicycle/Pedestrian Planning	Chris Vogelsang	\$155
Planner	Public Involvement		\$100.00
Graphics	Public Involvement		\$85.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: n/a (direct bill amount)

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Kiewit

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Senior Vice President	Phasing & Implementation Lead	Darron Rolle	\$180
Vice President Business Development	Phasing & Implementation – ROM Costs / Phasing / Implementation Strategies / Constructability	Matt Christensen	\$150
Senior Cost Estimator	Phasing & Implementation – ROM Costs / Phasing / Implementation Strategies / Constructability	Jake Piegel	\$140
Senior Cost Estimate Manager	Phasing & Implementation – ROM Costs / Phasing / Implementation Strategies / Constructability	Brown	\$140

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.3

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Anderson Hallas Architects, PC

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Facilities – Historic Architecture / Landmark Designation / Building Reuse	Nan Anderson	\$135
Architect	Conservation Specialist	Craig	\$122
Administrator	Project Administration	Andres	\$90
Draftsman	General Drafting/Technical/Architecture		\$90

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: M-E Engineers

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Facilities – Mechanical / Electrical / Lighting / Sustainable Energy Systems	Jeff Sawarynski	\$200
Senior Associate	Facilities – Mechanical / Electrical / Lighting / Sustainable Energy Systems	Mohit Mehta	\$180
Principal	Mechanical/Electrical	McCoy	\$200
Senior Associate	Mechanical/Electrical	Grouix	\$180
Project Engineering	Mechanical/Electrical	Theimer	\$120
Draftsman	CADD Technician	Roybal	\$95
Draftsman	CADD Technician	Condie	\$95
Administration	Project Administration	Seabaugh	\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2

SUB-CONSULTANT TEAM MEMBERS

Firm Name: J.F. Sato and Associates, Inc.

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Project Manager/ Engineer	Infrastructure – Utilities Coordination / General Civil Support	Luke Myers	\$105
Principal	Infrastructure	Jim Sato	\$195
Engineer	General Engineering/Utilities/Infrastructure	Das Mohapatra	\$70
Drafter	Technical Drafting/CADD Technician	Lee	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.5

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Terracon

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Infrastructure – Geotechnical / Site Environmental	Dan Schneider	\$165
Department Manager	Infrastructure – Geotechnical / Site Environmental	Scott Myers	\$145
Geotechnical/Environmental	Geotechnical/Environmental Engineer	Dellaport	\$135
Draftsman	Drafting/Technical	Motisi	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.50

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Shine, Inc.

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Site Planning – Branding / Graphic Design	Debra Johnson	\$120

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: n/a (direct bill rate)

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Walker Parking Consultants

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Infrastructure – Parking Demand / Parking Configuration / Parking Systems	Larry Hofmockel	\$230
Engineer / Planner	Infrastructure – Parking Demand / Parking Configuration / Parking Systems	Jeremiah Simpson	\$185
Designer	Parking Layout/Design	Rose	\$145

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.60

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Raindrop Partners – Doug Elenowitz

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal	Advisor – Environmental / Development	Doug Elenowitz	\$225

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: n/a (direct bill rate)

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pete Rickershauser (Consultant)

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Consultant	Advisor – Rail Coordination	Pete Rickershauser	\$250

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: n/a (direct bill rate)

NWC MASTER PLANNING CONTRACT

EXHIBIT C

CERTIFICATES(S) OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Liberty Insurance Corporation</td> </tr> <tr> <td colspan="2" style="text-align: right;">NAIC #</td> </tr> <tr> <td colspan="2" style="text-align: right;">42404</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Liberty Insurance Corporation		NAIC #		42404		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																									
INSURER F:																									
INSURED PARSONS BRINCKERHOFF INC. 1319027 ONE PENN PLAZA NEW YORK NY 10119																									

COVERAGES PARBR02 CERTIFICATE NUMBER: 12839300 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	TB7-621-094060-023	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS7-621-094060-033	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-013 (AOS) WC7-621-094060-043 (WI)	10/1/2013 10/1/2013	10/1/2014 10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (PB #201014251) NATIONAL WESTERN CENTER MASTER PLAN. PWC2013-3009. THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH REGARD TO COMMERCIAL GENERAL LIABILITY AND AUTO LIABILITY.

CERTIFICATE HOLDER 12839300 CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS 201 WEST COLFAX, DEPT 614 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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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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____														
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	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED 1326708 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119															

COVERAGES PARBR02 CERTIFICATE NUMBER: 12839304 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			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"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			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 \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ XXXXXXXX</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ XXXXXXXX														
E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX														
E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX														
A	PROFESSIONAL LIABILITY	N	N	EOCS87103611	11/1/2013	11/1/2014	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (PB #201014251) NATIONAL WESTERN CENTER MASTER PLAN. PWC2013-3009.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12839304 CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS 201 WEST COLFAX, DEPT 614 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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