

ON-CALL ENGINEERING SERVICES AGREEMENT
between
THE CITY AND COUNTY OF DENVER
and
MOORE IACOFANO GOLTSMAN, INCORPORATED

Contract No.201735049

THIS AGREEMENT entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **MOORE IACOFANO GOLTSMAN, INCORPORATED** (the "Consultant"), a California corporation registered to do business in Colorado, whose address is 800 Hearst Avenue, Berkeley, California 94710.

RECITALS

1. The City wishes to secure professional architectural services, engineering services and related services to support the National Western Center ("NWC") campus development or "Program" on an "as needed" basis; and

2. The Consultant represents that its members include a duly-licensed engineer of the State of Colorado, a duly-licensed architect of the State of Colorado and that the Consultant has the present capacity, experience and qualifications to perform professional architectural and engineering services for the City in connection with the planning, design and construction of various City projects, as specified in this Agreement; and

3. In response to the City's Request for Qualifications, the Consultant submitted a Proposal for such services to the City. The Consultant and the City have negotiated a basic Scope of Services and Rates for such professional services, copies of which are attached hereto and incorporated herein as **Exhibit A.** .

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Consultant with respect to the furnishing of professional architectural and engineering services on an on-call basis, as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of Public Works ("Manager") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager's authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Project Manager, who reports to the City Engineer shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Manager's approval.

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

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

SECTION 2 – CONSULTANT'S SERVICES

2.01 General. The Consultant shall provide professional engineering services as assigned by written task order, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design and engineer each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement shall be adequate and sufficient for their intended purpose.
- (d) All drawings, specifications and other products shall be prepared so that the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules, regulations and executive orders of the City, state and federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, state or federal government, which are enacted after the City's acceptance of Construction Documents, will be outside the scope of the Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Consultant shall prepare the plans, specifications and other documents as requested in a format that complies with all City, state and federal requirements. It shall be the Consultant's responsibility to contact the reviewing agencies to determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing by the Deputy Manager, the Consultant shall produce plans and Record Documents using

AutoCAD Civil 3D and comply with applicable CAD Standards. An electronic copy of all final project documents, filed using CPM standard directory structure, shall be delivered to the Project Manager on completion of the Work. Final payment will be held until the receipt of the Record Documents and electronic documents. The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or other construction management techniques. The Consultant agrees to organize its Contract Documents for the selected construction technique and coordinate the documents into selected bid packages, as appropriate. The City will notify the Consultant prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

- (h) The reports, studies, drawings and specifications and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the Manager and the user agency must represent a thorough study and competent solution as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to the assigned task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any employee, agent, consultant or subconsultant of the City.
- (j) The Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Consultant agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Consultant determine that an assigned task cannot be accomplished within the final proposed cost, the Consultant shall immediately notify the Project Manager, in writing.
- (b) Consultant shall prepare a proposal with a maximum estimated fee for a particular task. Consultant agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all task work exceed such cost, the Consultant agrees to complete the Task at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

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

specific task. If requested, the Consultant shall document conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through subconsultants, professional design personnel in sufficient strength to meet the requirements of the City. Such personnel shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule or authorized in advance by a fully executed written task order.
- (d) Prior to designating an outside professional to perform subconsultant work, the Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the task being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, the Manager shall notify the Consultant and give the Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, the Manager may require the Consultant to reassign or replace such key personnel. If the Manager notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City. Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in

its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

- (i) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Consultant shall submit to the Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the Manager before they are assigned to a specific task.
- (k) The Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) The Consultant shall, under the general direction of and at the written request of the Manager, furnish experienced engineering personnel to support the Department's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved task proposal for the particular task assigned to the Consultant under this Agreement, the Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each task to which it is assigned and its proposal is approved.
- (b) When directed by the Manager to perform a particular task, the Consultant shall prepare a task specific proposal in accordance with the scope or description of Work for that task. A separate task specific proposal shall be prepared for each task for which the Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) A not to exceed maximum fee for the Consultant's proposed services.
 - (2) Itemized fee breakdown. No markup will be allowed on basic services or reimbursables.
 - (3) The additional services budget, if any, for the task.
 - (4) Any reimbursable expenses approved pursuant to paragraph 3.02.
 - (5) A detailed description of the task and scope of work (the "Work").
 - (6) A list of deliverables for the task.
 - (7) An agreed upon schedule for deliverables and completion of the Work.
- (c) Upon approval by the Manager of a task proposal, the approval and appropriation of funding for such task, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform the Work.
- (d) The assigned task shall be performed in conformance with the approved task specific proposal. The terms of this Agreement cannot be altered by task order.

- (e) The Consultant's basic services for each task may consist of any one or combination of the anticipated services described below, in **Exhibit A** or services related to the services described in this Agreement.
- (f) The Consultant shall not proceed with any Task until a Notice to Proceed is executed by the City and issued to the Consultant.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any task beyond the latest task authorized in writing by City. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of tasks assigned under this Agreement.
- (h) If a task which is assigned to the Consultant under this Agreement is funded in whole or part by federal funds, or any other funding source, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference are incorporated into the task specific proposal for such task, and included in the Consultant's basic services responsibilities for such task.
- (i) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Specific. The services described in this Section 2.08, unless specifically noted as omitted in a task order, are included in the agreed to fee for each task.

- (a) **Review and Assessment.** Assess and measure likelihood of Program financial success, and identify and propose improvements to ensure quality of financial information available. Provide a review and assessment of the Program's scope, progress, performance and financial status and forecasts as measured against baseline schedules and budgets.
- (b) **Risk Analysis.** Identify potential issues, risks and cost exposures, and provide early warning of issues in order to mitigate or minimize impacts.
- (c) **Reporting and Communication.** Report and communicate key issues and opportunities to interested agencies including but not limited to Public Works, Arts Venues Denver, the Mayor's Office, Parks and Recreation, City Council members, and outside partners to manage expectations and needs of affected parties.
- (d) **Financial Tracking and Reporting.** Gather necessary data, prepare and deliver financial reports that meet the needs of the City and other stakeholders.
- (e) **Support Financial Tracking.** Consultant will direct City staff on financial reporting requirements and compile financial information to prepare summary level data of project expenses (both projected and actual). Consultant will support "change management" practices to address needed project funding adjustments.
- (f) **Scheduling Support.** Consultant will compile necessary information to prepare summary level data of overall project schedules. Consultant will support "change management" practices to address needed project schedule adjustments.
- (g) **Contract Support.** Consultant will support Intergovernmental Agreements (IGAs) and other contracts related to Program.

- (h) Status Updates. Provide ongoing formal and informal presentations to the City team, City Council, and outside partners on status of the Program, including details on project status and financials.
- (i) Meetings. The Consultant shall attend such meetings as may be required for a complete understanding of each task, and the Consultant shall document all such meetings and distribute minutes to the City within a week of the meeting.
 - (1) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to program needs and budget of the City.
 - (2) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.
- (j) Schematic Design Phase:
 - (1) The Consultant shall not begin work on the Schematic Design Phase of any project unless and until written notice to proceed with such phase is received from the Project Manager.
 - (2) During the Schematic Design Phase for each project, the Consultant shall, in response to the City's requirements, the budget restrictions of the project and the format of design and construction selected by City, prepare for the City's approval schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.
 - (3) The Consultant shall also provide a preliminary Statement of Probable Construction Cost of the project, taking into account the City's project budget.
 - (4) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.
- (k) Design Development Phase:
 - (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design Documents and the Statement of Probable Cost.
 - (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the Manager.
 - (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, civil, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.

- (4) As required, the Consultant shall prepare Design Development drawings which shall include but not be limited to:
 - (i) Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.
 - (ii) Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
 - (iii) Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment and, plumbing and heating, where applicable.
 - (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
 - (v) Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.
 - (vi) Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.
 - (5) The Consultant shall also prepare preliminary specifications. The Consultant must ensure that existing standard details and technical specifications for specific requesting agencies are strictly followed. Alteration and editing of existing standards is not acceptable. Project specific alterations which are necessary to existing standards must be addressed using revision sheets.
 - (6) The Consultant shall provide a proposed project time schedule, including key dates and milestones.
 - (7) The Consultant shall then prepare a Statement of Probable Construction Cost which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
 - (8) The Consultant shall provide, as part of this phase, all services included in applicable portions of the approved project specific Proposal.
- (1) Construction Documents Phase:
- (1) Prior to beginning the Construction Documents Phase, the Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement

shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.

- (2) The Consultant shall prepare the Construction Documents from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.
 - (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
 - (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.
 - (5) Acceptance of the Construction Documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions or errors.
 - (6) All final plans and specifications shall bear the signature(s) and seal(s) of Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
 - (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
 - (8) The Consultant shall provide a list of long lead items to the City's Project Manager.
 - (9) The Consultant shall provide the City with a Final Statement of Construction Cost based upon the submitted Design Documents for the City's consideration.
 - (10) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific Proposal.
 - (11) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.
- (m) Bidding Phase:
- (1) Prior to beginning the Bidding Phase of the project, the Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such

acceptance shall not be construed as approval of the adequacy of the Construction Documents.

- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda. During this phase, the Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents, bid documents, and the invitation for bids for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;
 - (ii) Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
 - (iii) Providing the City with bid documents in accordance with the format required by the City;
 - (iv) Assist the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
 - (v) Assist the Project Manager with the preparation of any necessary addenda;
 - (vi) Participating in the pre-bid conference with prospective bidders;
 - (vii) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
 - (viii) Performing all services included in the applicable portions of the applicable approved project specific Proposal.

(n) Construction Administration Phase:

- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
- (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Consultant because of extensions of the Contractor's period of performance or other performance schedule revisions.

- (3) The Consultant shall attend Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- (4) Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (5) If, in the Consultant's opinion, the Contractor has fallen behind schedule, the Consultant shall immediately notify the Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure its completion within the time specified in the Contract Documents, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Consultant shall immediately notify the City and recommend a course of action.
- (6) The Consultant will assist the City Project Manager with interpreting the requirements of the Project Plans and Specifications. The Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- (7) The Consultant shall notify the City's Project Manager of unacceptable work which, in the Consultant's opinion, does not conform to the Contract Documents. The Consultant shall review and approve all shop drawings, samples and other required submissions of the Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Consultant has ascertained that they are in conformance with the design concept of the project and in compliance with contract documents. Submissions of Contractor(s) shall be acted on and returned to the Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Consultant shall notify Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. Resubmittals shall be acted on and returned to Contractor within five (5) days. The Contractor shall submit to the City Project Manager and Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.
- (8) The Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such requests. The Consultant shall submit written recommendations to the City concerning all requests for Change Orders.
- (9) All change orders shall be on forms supplied by the City. The Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.
- (10) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.

- (11) The Consultant shall use reasonable efforts and professional judgement to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (12) The Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Consultant shall immediately make an oral report of such nonconformance to the City Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- (13) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a written field observation report using the form(s) approved by the Project Manager for each individual project.
- (14) If the Consultant knows or reasonably should have known that the Contractor or any subcontractor fail to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Consultant, the Consultant shall report such failure to the City's project manager immediately. The Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the project.
- (15) If the Consultant becomes aware of any condition or event constituting a material default by the Contractor or that otherwise justify termination of a Contractor for cause, the Consultant shall notify the City immediately.
- (16) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (17) The Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (18) "As-Built Drawings" shall be defined as a revised set of drawings submitted by a consultant or contractor upon completion of a project or a particular job that reflect all changes made in the specifications and working drawings during the construction process, and locations of all elements of the work completed under

the contract. "As-Built Drawings" may also be referred to as "Record As-Built Drawings."

Prior to Final Inspection, the Consultant shall obtain the original "Marked-up As-Built" drawings and final survey, if applicable, as well as a conformed copy of the Project Specifications from each Contractor. Since the original construction drawings are signed and stamped by a Professional Engineer and/ or Architect, the submitted As-Built changes shall also be signed and stamped by the Professional Engineer or Architect of record. These drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As-Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such As-Built Drawings and all Record Documents required are received by the City Project Manager and accepted by PWERA.

- (19) The Consultant shall attend the Final Inspection with the Contractor and the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (20) Prior to final payment to the Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (21) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished to the City.
- (22) The Consultant shall also include as part of this phase all services included in the applicable portions of the approved project specific Proposal.

2.08 Surveying and Testing.

- (a) The Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (b) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City.

- (c) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Consultant shall notify the City in writing immediately.
- (d) Payment to the Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its services performed and expenses incurred under this Agreement and each Task Order as follows.

3.01 Compensation. The City agrees to pay the Consultant, as compensation for any services rendered for a particular Task, either the maximum fee, to be set forth in each approved task order proposal, or an amount based on the Consultant's periodic invoices, whichever is less.

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of an approved task proposal or specified in **Exhibit B**, the City will not compensate the Consultant for expenses such as postage, travel, mileage, parking, telephone, copies or messenger service costs incurred in connection with Work performed under this Agreement. Such costs are included in the hourly rates paid by the City. The inclusion of rates for expenses in a proposal attached to a task order does not authorize reimbursable expenses unless the executed task includes a not to exceed maximum amount for reimbursable expenses.

3.03 Additional Services. The Consultant shall only be compensated for additional services if the additional services are approved in advance by written task order and subject to an additional services budget for that specific task.

3.04 Invoices. The Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in **Exhibit B** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by task order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Consultant.

3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it accepts each proposal for a specific task. The Manager of Finance, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific task.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific task to exceed the amount appropriated for the Consultant's work on a specific task is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Manager of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

3.06 Appropriation and Funding.

- (a) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned Project, at the time it executes the Task Order, form of Task Order attached as Exhibit E, for a Project. The applicable Manager or his designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.

- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific Project to exceed the amount appropriated for the Consultant's work on that Project is expressly prohibited. In no event shall the issuance of any form of order or directive by the City be considered valid or binding if it requires additional compensable services to be performed, which would cause the aggregate amount payable for such services to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the applicable Department Manager that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. Consultant shall work with the City to verify that the amounts already appropriated for the Consultant's services on a Project are sufficient to cover the entire cost of such services. Any services undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on June 30, 2017, and shall expire on June 29, 2019, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager. The term of this agreement may be extended for one additional year at the City's sole discretion by written amendment.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to the City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the task is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

- (f) All documents relating to the work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – COMPLIANCE WITH M/WBE REQUIREMENTS

5.01 This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **25%**.

- (a) Under § 28-72 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Consultant acknowledges that:
 - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.

- (4) Failure to comply with these provisions may subject the Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 6 – GENERAL PROVISIONS

6.01 City's Responsibilities.

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

6.02 Ownership of Documents. Engineering documents and deliverables, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the task for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.

- (a) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (b) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (c) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (d) The Consultant shall be permitted to retain reproducible copies of all of the Documents for their information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if

authorized by the City's Project Manager, upon termination or expiration of this Agreement.

- (e) If the City reuses Design Documents prepared by the Consultant other than for their intended use or at a new location without the Consultant's approval, the City will have no claim against the Consultant arising out of any alleged defects, deficiencies or flaws in the Documents.

6.03 Taxes and Licenses. The Consultant shall promptly pay, when they are due, any taxes, license fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not cause any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

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

6.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Consultant named herein. The Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

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

- (b) Proof of Insurance. Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, 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, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability - if required, 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 Consultant executes this Agreement.
- (g) Commercial General Liability. Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) Business Automobile Liability. Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors & Omissions). Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) Additional Provisions.
 - (1) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (2) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
 - (3) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

6.08 Defense and Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to

persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

6.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 6, which precede the signature page, and the following exhibits, which are incorporated herein and made a part hereof by reference:

- Exhibit A Consultant's Scope of Work
- Exhibit B Consultant's Rates & Reimbursable Expenses
- Exhibit C Consultant's Key Personnel
- Exhibit D ACORD Insurance Certificate
- Exhibit E Form of On-Call Professional Services Task Order

In the event of an irreconcilable conflict between a provision of Sections 1 through 6 and the listed exhibits, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in the following order:

- Sections 1 through 6
- Exhibit A
- Exhibit B
- Exhibit D
- Exhibit C

Exhibit E

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

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

6.13 Conflict of Interest.

- (a) The Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Consultant is performing or anticipates performing for other entities on the same or interrelated tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate the applicable task order or the Agreement.
- (b) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (c) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (d) Consultants shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Consultant providing services pursuant to the Agreement, Consultant obtains information about potential City contracts before that information is publicly available, Consultant shall notify the City in writing. The City, in its sole discretion, will determine if Consultant obtained an unfair advantage and is therefore disqualified from proposing or bidding.

6.14 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant,

and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

6.17 Proprietary or Confidential Information.

- (a) City Information. The Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall include, but not be limited to, geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Consultant's Information. The Consultant understands that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

6.18 Use, Possession or Sale of Alcohol or Drugs. The Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or

refusal to cooperate with implementation of the policy can result in the City's barring the Consultant from City facilities or participating in City operations.

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the

City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

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

6.23 Advertising and Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

6.24 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 this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into this Agreement.

6.25 Notices. Notices, concerning the termination of this Contract, notices of alleged or actual violations of the terms or conditions of this Contract, and other notices of similar importance, including changes to the person to be notified or their addresses, shall be made:

to the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

with a copy to: Assistant City Attorney

201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

to the Consultant:

Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, California 94710

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon personal delivery or upon placing the notice in the United States mail. The addresses may be changed by the Parties by written notice.

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

6.27 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

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

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

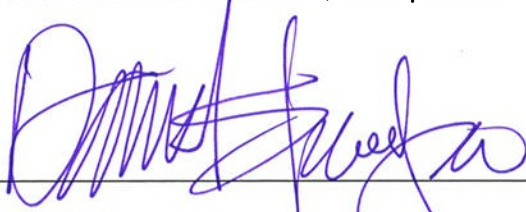
By _____

By _____



Contract Control Number: PWADM-201735049-00

Contractor Name: Moore Iacofano Goltsman, Incorporated

By:  _____

Name: DANIEL S. IACOFANO
(please print)

Title: PRESIDENT / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SCOPE OF SERVICES

EXHIBIT A

A. Objective

This Scope of Services outlines the “Task Order Based Services” that M.I.G (“the consultant”) will furnish the City on an On-Call, Task Order by Task Order Basis for the City, through The Mayor’s Office of the National Western Center (NWC) and Public Works (PW) (“the City”), to deliver the Campus Placemaking Study.

The following Scope of Services is intended to portray the major elements of the Campus Placemaking Study. The Scope of Services may include, but not be limited, to the following tasks to be executed on a Task Order by Task Order Basis at the sole discretion of the City:

1.0 Plan Management

Consultant shall be responsible for managing all activities by the Consultant team, including but not limited to the following:

- 1.1 **Task Proposals:** As a Task Order-based engagement, the City will request proposals from Consultant to complete discrete proposals that shall be submitted and negotiated with the City as necessary, prior to commencement of any activities.
- 1.2 **Study Schedule:** Consultant shall be responsible for the development and ongoing maintenance of the Campus Placemaking Study schedule for each task in coordination with the overall Program schedule (developed and managed by NWC), coordinating all activities by Consultant as well as all coordination with other concurrent studies, into the NWC Master Schedule that incorporates all critical and deliverable milestones.
- 1.3 **Management Plan:** Consultant shall prepare a Campus Placemaking Management Plan that incorporates the Project Schedule and organizes all meetings, milestones, phased deliverables, coordination efforts and team responsibilities in a format consistent with the overall program baseline (developed and managed by NWC). The management plan shall be reviewed and approved by CPLG, and will be updated as follow-on tasks are negotiated and approved.
- 1.4 **Meetings:** Regular meetings during the course of the engagement may include, but are not limited to, the following:
 - Kick-off
 - Biweekly CPLG
 - EOC (Periodic Presentations)
 - CORRAL Alignment Team (Periodic Presentations)
 - Agency Coordination Meetings (As needed, based on scope of each Task)
 - Work Sessions with NWC Founding Partners
 - NWC CAC (monthly)
 - NWC Regeneration/Sustainability Coordination Meetings
 - Coordination meetings with other study teams
 - Other meetings as necessary identifies on a Task Order by Task Order basis to accommodate the Task Order Scope of Work
- 1.5 **Coordination with Other Projects:** Consultant will be responsible to coordinate their activities with other ongoing studies by other Consultant teams. Depending on the task, Consultant may be required to coordinate the development of deliverables with the schedules of other studies, organize joint working sessions or charrettes, or maintain ongoing dialogue with other Consultant teams.

1.6 Monthly Invoicing and Progress Reporting: NWCO and the National Western Center (NWC) Partners are responsible for meeting reporting standards from a number of funding agencies and entities. Consultant will work with NWCO to understand and incorporate all required reporting standards in regular progress reporting. Invoices will be submitted to NWCO on a monthly basis on a date agreed to by the City and County of Denver Project Manager.

Consultant will be required to submit monthly invoices in accordance with NWCO reporting standards and the City and County of Denver compliance requirements.

1.7 Plan Management Support: At the City's sole discretion, the Consultant will provide NWCO additional Plan Management Support as necessary to support the Campus Placemaking Study. The tasks will be negotiated on a Task Order by Task Order basis.

2.0 Public Engagement

2.1 Public Engagement Plan: The Consultant shall develop a Communications, Outreach, and Marketing Strategy Plan (COMS Plan) that supports the overall strategy developed by NWCO to keep the general public and interested stakeholders (local, regional, national and international) meaningfully engaged in the evolving Campus Placemaking efforts. This will include the various methods of collecting feedback and demonstrating responsiveness as the planning advances. All materials prepared for the public by the Consultant should be easily posted on the campus website and corresponding social media platforms.

- The Consultant team shall provide a dedicated communications/community engagement lead that will work closely with the NWCO Director of Communications, Director of Community Engagement, Director of Strategic Partnerships, Partner representatives and NWCO's strategic communications and marketing consultant, collectively herein referred to as the Communications, Outreach, and Marketing Strategy Team or COMS to guide the delivery of information about the Campus Placemaking Study. Additionally, the Consultant team shall provide a marketing collaterals lead who will be integrated both print and electronic formats into the efforts of the overall COMS and will work closely with NWCO's strategic communications and marketing team.
- The Consultant team will work closely with NWCO-COMS team to develop and innovative engagement program for the Campus Placemaking Study that reaches a wide range of public from all walks of life and age groups with the goal of:
 - (1) informing the public about the overall NWC program and the role of the Campus Placemaking project,
 - (2) developing engagement strategies and tools that allow the public to provide timely and meaningful input into the program and design of the public realm and site facilities,
 - (3) providing a meaningful role for the public in advising on the possible range of uses for the campus to create a vibrant and active 365-day-per-year destination at the NWC which may support the campus vision and mission and important be a bridge between rural and urban interests.

2.2 Public Engagement and Community Outreach Implementation

- **Project-specific Outreach:** Based on the engagement plan developed in Task 2.1, the Consultant team shall implement a variety of outreach efforts that actively engage the public, receive meaningful input on the design, help shape the outcomes of the study, and provide engagement methods that go out into the community. Outreach shall include but not be limited to the Globeville, Elyria, and Swansea neighborhoods, Agriculture Associations, Agribusinesses, nonprofits, and the broader public to raise

awareness of the Campus Placemaking Study and to receive input on the overall outcomes of the study. Consultant will work closely with NWCO COMS to develop the overall approach and schedule and to coordinate it with other NWC outreach activities.

- **National Western Center Citizens Advisory Committee:** The Campus Placemaking Study will be a regular agenda item at the monthly CAC meetings. The Consultant will work closely with NWCO to develop a schedule of presentation topics based upon required Program milestones, and a process for gathering CAC input. Topic-specific breakout group meetings may also be required due to the limited presentation time during the CAC meeting.
- **Presentation Graphics and Exhibits:** The Consultant team will be responsible for the development of presentations, presentation graphics, exhibits, maps and visual media for all components covered in the primary elements of the SOW. These elements will be used by the Consultant team and NWCO and its Partners for public presentations, public exhibits and printed media as determined by NWCO.
- **Public Engagement Support:** At the City's sole discretion, the Consultant will provide NWCO additional Public Engagement Support as necessary to support the Campus Placemaking Study and to be negotiated Task Order by Task Order basis.

2.3 Public Agency Engagement and Coordination: Consultant team will attend meetings with key agencies during the course of this engagement (the Design Manager will assist the Consultant team in facilitating the most efficient and effective grouping of CCD departments and agencies throughout the engagement). These sessions should be included in the overall Management Plan. Key agencies may include but not be limited to:

- RTD
- Colorado Department of Transportation (CDOT)
- City of Denver Planning Board
- State of Colorado Office of Economic Development & International Trade
- Office of the State Architect
- Denver Water
- Xcel Energy
- CCD Agencies
- Others as identified through the process

3.0 Evaluation of Built Form, Campus Character and Campus Cultural Plan

3.1 Review of Historic Documentation: A significant amount of work has already been completed regarding the history of the site and its key historic structures and features. It is essential that the Consultant team have a full understanding of the site's history, including the evaluation and inventory of the existing historic structures and artifacts as a first step toward the integration of these historic assets into the overall Campus Placemaking Study.

- Consultant will review and familiarize themselves with the completed NWC Site Historic and Cultural documentation and provide a summary as to how the historic site content will be integrated into the Campus Placemaking Study.

3.2 Documentation/Catalog of Site Historic Features: The Consultant will review historic documentation of the site historic and cultural features and conduct on site reconnaissance and make recommendations on what elements could be reused or integrated into the new campus design.

- Creating specific recommendations for each historic feature. This includes developing recommendations for restoration, documentation, and/or reuse in the campus facilities or public spaces. Recommendations shall be evaluated during Task 5.0.
- Including recommendations on future use, final location, and importance in telling the story of the DUSY and its impact of the state of Colorado and the Rocky Mountain West’s livestock industry.
- Recommend public interpretation and experiential learning integration of site history and artifacts, and adjoining neighborhood history with the DUSY and NWSS.
- For the unique livestock, equestrian, rodeo and showmanship functions, and to gain additional information specific to their significance, the Consultant will conduct four to six work sessions with NWCO and focus area experts.

3.3 Development of Campus Character Areas/Themes: Using the character areas and themes identified in the adopted NWC Master Plan, the Consultant team will further develop and refine the key elements, terminology and character statements that define each character area.

3.4 Development of Campus Cultural Plan: The Consultant shall develop an overall Campus Cultural Plan that identifies the key defining elements and influences of the west (past, present, and future) as it relates to the NWC Campus at its vision to become the global destination for agricultural heritage and innovation. The Consultant shall work closely with the founding partners, targeted stakeholders (agribusiness clusters, associations, educational leaders, etc.), campus branding and communications team, and the NWCO office through a series of team discussions that will help define the campus as a cultural institution that can be woven into the fabric of the campus character and the public realm to help drive year-round programming with a local impact and global reach. The Campus Cultural Plan will address the following topics at a minimum:

- Historic and Cultural Resources
- Public Art
- Surrounding Neighborhoods and Site History
- Stories and Spoken word about the place
- Cultural and Interpretive Education
- Campus Events
- Music
- Future Cultural Programming considerations

3.5 Evaluation of Built Form, Campus Character and Campus Cultural Plan Support: At the City’s sole discretion, the Consultant will provide NWCO additional Evaluation of Built Form, Campus Character and Campus Cultural Plan Support as necessary to support the Campus Placemaking Study. These tasks will be negotiated on a Task Order by Task Order basis.

4.0 Program Refinement of Facilities and Associated Public Spaces

Consultant shall work with members of the CPLG to develop the detail of the programs for the following five primary (RTA) program areas and their associated facilities and public spaces:

- 1) Stockyards and Events Pavilion
- 2) Equestrian Center¹

¹ Not including the CSU Equine Sports Medicine Clinic, the program for which will be developed by CSU. Consultant team will be responsible for coordinating with the CSU team to ensure Equestrian Center functions are properly

- 3) Livestock Center
- 4) Riverfront open space along the South Platte River
- 5) Campus right-of-way (ROW) network, including bridges

For all exercises outlined below, Consultant shall consider the collective activation of the five primary program areas in conjunction with their adjacent public spaces. Additionally, the program areas should be considered for various event configurations that may utilize all of some of the five primary program areas together. For example (and not limited to these examples), the program of Livestock Center should be considered in conjunction with the Livestock Plaza, and (for some activations/events) in conjunction with the Stockyards/Events Pavilion and Riverfront Open Space. This task will also provide refined program information for further analysis and use by the Regeneration Working Group.

Consultant may perform the following activities to be further defined on a task-by-task basis, in close coordination with the CPLG, in order to satisfy Task 4.0 as outlined in this SOW:

- 4.1 Verification of Existing Master Plan Programming Data:** Using the draft framework program from the adopted NWC Master Plan, confirm the details of the program with NWCO and its Partners and update with current or changed expectations through a series of Partner interviews, as necessary. As a starting point, NWCO will provide a template for the master program as part of advancing the base scope, schedule and budget.
- 4.2 Identification and Documentation of Facility Needs (*Buildings*)**
 - Verification of anticipated users and uses and facility requirements as outlined in the RTA application through a series of user interviews
 - Identification of space, adjacency and specialized facility or finishes/ fixture/ equipment/ environmental requirements in support of year-round programming across the campus
 - Identification of site circulation and operational needs in coordination with the NWC Parking and Transportation Demand Management Plan
- 4.3 Identification and Documentation of Event/Activation Needs (*Public Spaces*)**
 - Identification of users and use partnerships
 - Identification of space, adjacency and specialized requirements
 - Suggested locations on the campus to drive event activation synergies (i.e., best in class supports to drive broad-based tourism and recurring visitor uses that would create a unique, authentic experience)
- 4.4 Incorporation of deliverables from related studies:** Additional information will be gathered by NWCO and its Partners through other studies that will inform Consultants work, including:
 - NextGEN Agribusiness Economic Development Phase 2 study, which will identify space, adjacency and facility/service requirements for new R&D, office and educational spaces on campus for uses complementary to the NWC mission.
 - District Infrastructure requirements for energy, waste and water systems to be identified in a separate Net Zero Study, including potential Central Plant or smaller Packaged Plant space/location requirements and specifications, and utility corridor requirements.

aligned to capture the inherent synergies with the CSU facility, including but not limited to fully integrated experiential learning opportunities.

- 4.5 Competitor Analysis:** Investigation of industry best practices and lessons learned from other comparable facilities and event venues around the world.
- 4.6 Collaboration with NWCO on Estimate of Probable Cost**
- Consultant will work with NWCO who will run costing exercises at milestones during the program management refinement process to measure the evolution of the campus program against the Estimate of Probable Cost that was established during the master planning process.
 - Consultant to provide updated quantities and materials for public realm elements to NWCO for inclusion in overall campus baseline.
- 4.7 Market Study and Analysis:** Assessment of development feasibility for specific anticipated program elements, analyzing and verifying program uses and details using market research industry techniques for highest and best use study, commercial market analysis, radiant transit impacts, and other site-specific analysis opportunities. Consultant shall develop recommendations for program details including targeted uses, square footage needs, optimal locations, and adjacencies. Program elements to investigate may include, but are not limited to:
- Transit-oriented development opportunities associated with the North Metro Line Commuter rail station, including retail, office, and mixed-use program that promote the unique nature of the campus, its historical significance, and its adjoining neighborhoods as a northern gateway into Denver (examples may include, but are not limited to hotels, Colorado Welcome Center, and business-to-business connections like linking the Forney Museum, RiNo, or Riverside Cemetery to the campus to drive leveraged activation)
 - Onsite retail opportunities, both attached and detached across the campus
 - Opportunities for integration with neighborhood retail and other commercial product types, bringing the neighborhood “into the site”
 - Sports and entertainment venue-related feasibility analysis, including market appetite and pricing projections for premium seating types, VIP spaces and amenities, and other revenue-generating opportunities within the ticketed venues
 - Study of international opportunities for equestrian and other live-animal shows and programmatic needs to attract these events to the new facilities
 - Other opportunities to be identified that advance the vision of the campus as the global destination for agricultural heritage and innovation
 - Case studies of similar projects.
- 4.8 Program Report:** Consultant shall be responsible for a deliverable package that may include the following components:
- Establishment of a programming approval process for review and approval by the CPLG and CORRAL Alignment Team
 - Draft and final program document, addressing the five primary program areas for Phase 1 and Phase 2, including detailed program narratives for each facility and supporting public space
 - Facility and public space supporting diagrams, space fit diagrams, and adjacency analysis
- 4.9 Program Refinement of Facilities and Associated Public Spaces Support:** At the City’s sole discretion, the Consultant will provide NWCO additional Program Refinement and Associated Public Spaces Support as necessary to support the Campus Placemaking Study. These tasks will be negotiated on a Task Order by Task Order basis.

5.0 Public Realm Study

Based on a review and analysis of the adopted NWC Master Plan, the Consultant will complete a public realm study that includes an analysis of interconnected facilities and public spaces of various scales, character, and typologies that will serve as amenities for daily use while demonstrating adaptability for the multitude of events that will take place throughout the year. Throughout the analysis, the Consultant will emphasize and celebrate forms of public and alternative transportation while considering pedestrian and bicycle mobility as well as Americans with Disabilities Act accessibility.

The public realm study is intended to address all areas of the campus, both indoors and outdoors, that will be used by the public. This includes, at a minimum, lobby spaces, events spaces, plazas, transit facilities, walkways, rights of way and riverfront open space. Consultant to provide an organization and activation strategy for the campus with a focus on the facilities, events and uses identified in Task 4.0.

Consultant shall incorporate the following concepts into all aspects of their plan for the campus:

- Neighborhood and Stakeholder Integration
- Net Zero/Regeneration/Sustainability
- Campus Infrastructure
- Campus Character
- User Experience
- Campus Cultural Plan Elements (Task 3.4)
- Program Baseline Scope, Schedule, and Budget

Consultant shall develop a work plan for the public realm that integrates all aspects of the broader Vision and Goals for the campus. This includes a unified campus character and quality user experience, and the integration of regeneration principles, historic resources, and public art that support the overall vision of the NWC Founding Partners. Consultant will work closely with NWCO, CSU, and WSSA (Equity Partners) to develop a fully integrated campus of facilities and uses that complement each other and provide the potential to attract new users, uses and partners to the campus. Tasks to be performed to complete the public realm study may include, but are not limited to the following:

5.1 Public Right-of-Way: Streets are integral to the public realm and create places where people are able to engage in various activities. The character of each street can provide a visual experience that supports the overall NWC vision and helps define a campus aesthetic quality, economic activity, health, and sustainability. ROW study should be based on the NWC Master Plan cross sections as a starting point and coordinated with the work being done by the Parking and Transportation Demand Management Consultant team.

- Create a streetscape plan that establishes a hierarchy and character for each street in the campus and provides for flexible, year-round uses as well (for example, parking, RV parkway, and street fairs). Take into consideration the streets that surround the campus and connections to the surrounding neighborhoods, including 47th Avenue, Race Court, National Western Drive, Bettie Cram Drive, Brighton Boulevard, 51st Avenue, and Washington Street, as well as connections to the rail corridors, transit station, and bus stops within the campus.
- Identify signature, primary, and secondary streets and create cross sections for each street segment that show the overall width, travel lanes, parking, street and pedestrian lighting, bicycle, pedestrian and other key amenities within the ROW. The street character should relate to the adjacent facilities and public spaces. Develop campus

design concepts that show how the streets connect to plazas and buildings and accommodate mobility, circulation and service needs.

- Analysis of Street ROW cross sections to determine correct walk widths, parking, street lighting, bicycle and utility corridors for all street ROW within the campus.
- Develop cross sections and character sketches of bridges at Bettie Cram Drive and 51st Avenue over the South Platte River. This effort is to align with work being completed as part of the Washington Street Study.
- Provide street ROW recommendations based on analysis if different than what has been developed in the NWC Master Plan.
- Campus ROW planning should also include creative options to help solve for campus programming not yet resolved, including RV parking, cattle ties, experiential learning, etc.

5.2 Facility and Public Space Interface: One of the key components of the public realm study is the integration of the facilities and the outdoor public spaces to create active spaces that connect both inside and outside uses and events. Consultant shall develop concepts that take into account the programming and events information identified in Task 4 and develop an integrated strategy to tie the facilities and public spaces together to create a cohesive and flexible interface.

5.3 Front of House/Back of House: Consultant shall develop a hierarchy of public front of house and service/delivery back of house areas in close coordination with NWCO and its Partners.

- **Front of House:** These areas are public-facing, serving as patron and visitor areas during events, or as the offices and congregating spaces for the workers that will populate the campus during the workweek. Identify optimal building entry locations, primary public zones, transit facilities, pedestrian pathways, and critical wayfinding points of reference that define the front of house activities for the campus.
- **Back of House:** These areas are behind-the-scenes and provide for circulation and operational functions that service and enable the Front of House activities. Identify key service, utility, delivery, animal loading and unloading, animal movement and storage areas for each major facility and diagram and map service flow and circulation. Test fit maximum identified vehicle turning radii for all delivery and event areas.

5.4 Architectural Character: Through a series of design sketches and images, the Consultant shall develop the key architectural character elements for the site facilities base on the character areas identified in the adopted NWC Master Plan. The character studies will be used to develop and diagram the Architectural Design Standards and Guidelines identified in Task 6.1.

5.5 Public Space/Plazas: Consultant shall study and assess the range of campus public spaces resulting in the creation of a hierarchy of public spaces, or public space typologies, with clear roles and proposed programmatic uses that define how each space fits in the overall network of public spaces within the campus. Typologies may include but are not limited to: plazas, passive open space/lawn, active event spaces, courtyards, shade areas, test gardens, retail or restaurant, prominent streets, transit facilities, pedestrian/bicycle corridors and locations for fully integrated public art throughout the campus.

- Test hierarchy of public spaces against the operational requirements of NWSS, CSU facilities, and other large, medium, and small users, along with overall event functionality.
- Propose prototypical design elements for each type of space and characterize its relationship to the mass, form, scale, and function or use of the surrounding buildings.

- Study internal site space-to-space connections that allow for ease of pedestrian flow during events and enable intuitive wayfinding, and minimizing vehicular, service, pedestrian and rail conflicts.
- Evaluate connections, linkages and public spaces near and adjacent to neighborhoods that create a welcoming environment and assure access.
- Provide recommendations for development along the campus edges that consider the built form and character of the adjacent neighborhoods. Recommendations should include scale and massing of buildings, street-level amenities (active uses), and fenestration.
- Analysis of adjacent building functions and entries that allow for efficient event operations, ticketing and site/building security.
- Provide recommendations for onsite water quality integrated into the public spaces.
- Build on and provide character area recommendations to celebrate the historic neighborhood connection to Globeville, Elyria, and Swansea (for example, Elyria Plaza at RTD Transit Station, and integration of Globeville Landing Park into the future redevelopment of the Coliseum site).

5.6 Pedestrian Flow and Wayfinding: Circulation throughout the campus will play a critical role in the public realm and overall campus experience. The Consultant will prepare a circulation analysis and an overall circulation framework that includes pedestrians, bicycles, vehicles, drop off and transit center, parking, services, suggested ticketing locations for multiple event venues, entry points and way-finding strategies.

- Consultant to coordinate closely with the NWC Parking and Transportation Demand Management Plan (by others) related to the following circulation elements:
 - Site access and area circulation plan and capacity
 - Transit/Multimodal stops
 - Bicycle and Pedestrian Facilities
 - Front of House/Back of House circulation
- Verify and capitalize on the new vehicular and bike/pedestrian connections through the NWC site, both north/south and east/west.
- Ensure access for neighbors and visitors to public transportation stops, NWC venues and amenities, and increase connectivity and mobility overall Identify locations for transit stops or concentrated areas where multimodal services will be offered and integrate them into the public realm study.
- Create guidelines for bus stop or transit furnishings along the streetscape to promote bus ridership, including bike lockers at transit stops and centers of employment and bike racks at buildings, parks, and other venues.
- Identify critical intersections, points of interest and destinations.
- Identify recommended vertical circulation strategies to access bridges and catwalks.
- Integrate “smart campus” technologies into the campus general pedestrian flow, wayfinding and overall user experience.

5.7 Signage and Wayfinding: Signage and wayfinding are integral to the public realm and assist in the communication of event programming, destination identification, and the enhancement of the visitor experience. Consultant team shall identify a full range of signage types that support the site uses, building identification, vehicular and

pedestrian flow, service and operations, parking, advertising, and educational and interpretation components. Consultant tasks may include but are not limited to:

- Develop an inventory of relevant signage types that may be utilized on the campus. This list may include traditional wayfinding, advertisements, LED billboards, interactive kiosks and other innovative signage concepts.
- Perform an analysis of existing signage regulations within and around the campus (CDOT, CCD) to identify which elements of the vision and design intent may not align with the current regulations. Provide recommendations on future signage regulations, strategies for mitigating potential adverse impacts, implementation methods, and approval processes.
- Create a Signage Vision Document that utilizes character-areas and identifies key sub character areas that reflect neighborhood and transportation contexts to provide a set of guidelines and flexible uses that align with each zone's intent statements. Integrate historic, public art and regeneration concepts into the sign vision where possible. Propose ways to retain the unique identities of each zone while clearly unifying the campus as a whole.
- Establish a conceptual aesthetic branding for the wayfinding signage to be used across the campus in close coordination with the Campus Branding and Communication efforts by others. Prepare a campus sign type matrix showing common features across all the character areas and sign types along with sample conceptual design graphics for each. Define the hierarchy of Sign Types within each character-area.
- Consider the surrounding streets and connections including I-70, Brighton Boulevard, and Washington Street, as well as the adjacent neighborhoods of Globeville, Elyria, and Swansea, and identify and document opportunities for signage that address the surrounding neighborhoods and thoroughfares.
- Define and map key Gateway opportunities and hierarchy of decision points. Map pedestrian and vehicular flow for external and internal circulation to help determine key wayfinding decision points for patrons using the site.
- Indicate locations of special signs, signature monuments or nodes of varying sign intensity.
- Identify potential locations for revenue-generating signage opportunities and create the primary design Intent Statements that will help guide key decisions related to future Signage design and allowances.
- Coordinate vehicular signage location and types with NWC Parking and Transportation Study team.
- Recommend a Sign Vision implementation and governance strategy.

5.8 User Experience: Based on the user group analysis provided in Task 4.0 and identified in the NWC Parking and Transportation Demand Management Study, Consultant shall organize, identify and develop key goals, strategies and user needs for each of the major user groups for the campus to further inform the site planning and facilities relationships and event coordination including:

- Visitors and patrons
- K-12 students
- Exhibitors, performers, and event operations
- Daily users, employees and adjacent neighborhoods

Consultant shall conduct a series of user interviews with each user group and the NWC Founding Partners to identify and document specific needs.

5.9 Site Security Overlay: Consultant team shall provide a site security and asset protection overlay to identify potential security mitigation measures for daily and event operations. Overlay should provide guidance and next steps in setting up an overall campus safety and security plan. Security overlay should include but not be limited to:

- Integral campus security
- Closed-circuit television
- Lighting
- Fencing
- Vehicle and pedestrian barriers
- Emergency vehicle access
- Fire Access
- Facility standoff distance
- Event screening

5.10 Public Art Integration: Consultant shall work closely with the NWCO Public Art Committee to develop key principles, strategies, and goals for the integration of phased public art into the facilities and public space. Consultant shall identify and document public art opportunities throughout the campus. Consultant shall also look at integration with the identified historic resources for the campus and identify possible educational and interpretive strategies where public art can assist in wayfinding and space activation.

5.11 Site Infrastructure Overlay: Using the NWC Infrastructure Master Plan (January 2015) as a starting point, the Consultant team shall conduct the following integrated campus infrastructure analysis:

- Identify overall site wide waste, water, and energy integration working closely with the NetZero study team to develop a phased approach to implementation of site utilities.
- Identify capacity of existing utilities (i.e. electric, water, storm sewer, sanitary sewer, gas) for use as temporary (construction) and/or permanent use.
- Identify service loads for new facilities based on the program developed in Task 4.0
- Using survey information provided by NWCO, develop an overall grading and drainage strategy for the site that identifies finish floor elevations, street grades, public space grades, water quality facilities and integrates rail corridor grade requirements. Identify site Americans with Disabilities Act routes to all facilities.
- Consultant shall incorporate the information developed by the Washington Street design team for Bettie Cram Drive (Washington to east side of river), 51st Avenue (Washington Street to east side of river) and the conceptual design of the river bridges. Consultant to verify new roadway and bridge information fits with overall campus infrastructure and provide recommendations for modifications to NWCO.
- Provide analysis of pedestrian bridge and catwalk system that identifies required clearances, appropriate spans, and potential structural materials. Provide a vertically layered pedestrian and bike plan for the campus.
- Identify locations for utility corridors that serve the most site area facilities and events and develop approximate size of corridors.
- Provide conceptual street and ROW plan and profile based on current CCD standards and identify any potential variances or special conditions.

- Develop water and electrical load requirements for the Stockyards/Events Pavilion venue based on needs for the NWSS and anticipated events and in coordination with the Net Zero Study team.

5.12 **Incorporation of Deliverables from related studies:**

Codevelopment Opportunities: The Consultant team will study codevelopment opportunities within the campus to encourage active streets and public space edges and reinforce year round mixed-use nodes, which includes but is not limited to the NWC NextGEN Agribusiness Economic Development Study (Nov. 10, 2016). NWCO will provide a codevelopment program (SF, use types) to the Consultant for testing as part of this task. The codevelopment opportunities are envisioned as uses integrated into large buildings that activate plazas and public spaces, or opportunities for smaller-scaled pavilions or buildings within the public realm to activate the campus. The purpose of codevelopment is to provide “everyday” retail, restaurant, and commercial destinations above and beyond the anticipated large event uses. Codevelopment areas should be integrated into the overall public realm study by showing possible locations and concepts in plazas or integrated with large venue buildings. The codevelopment locations should focus on large events venues, signature streets, transit station and support year-round activities.

- Explore codevelopment opportunities based on Market Analysis identified in Task 4.7 that can include (but not be limited to):
 - Food and artisan market spaces for community members, students, and others to test and market new and existing food products and art.
 - Supporting retail uses that build on and support the overall vision and experience of the NWC.
 - Partnering with private restaurants to create an onsite farm-to-table restaurant, which could provide hands-on opportunities for students (for example, CSU Hospitality, Business).
 - Shared art studio space between partners and community groups. This space could also be used by an “artist in residence” program and workshops.
 - Local business and entrepreneurial business incubator spaces/offices.
 - Potential public/private partnerships, such as:
 - Transit-Oriented Development (near the RTD Commuter Rail Station)
 - Joint Development (where multiple partners undertake a development project, using publicly owned land).
 - General and Premium Concessions Spaces (where the NWCO grants the right to operate a business within the arenas and halls or on associated public property), including mobile carts and food trucks.
 - Onsite school programming as part of the campus commitment to demonstrating experiential learning leadership (for example, lab school format for agribusiness literacy)
- Provide an implementation strategy with flexibility for long-term opportunities to add additional partners with complementary vision and goals.

Note: The codevelopment task does not include the Coliseum site south of I-70

Integration with Regeneration Working Group: The Consultant shall work closely with the Regeneration Working Group throughout the Campus Placemaking study and provide support on an as needed basis for this effort.

5.13 Conceptual Site Plans, Perspectives, and Presentation Graphics and Reports
Consultant team shall develop documentation and illustrations that convey the emerging vision for the public realm and prepare plans and presentation materials that will convey a sense of place and identity for the public realm and illustrate the uses proposed for each space and the programs anticipated for the spaces.

Progress plans and graphics to be ready for use at the 112th NWSS (January 2018).
Consultant to prepare a final report documenting the findings of the Public Realm Study. Consultant to submit ten (10) copies of the Draft Public Realm Study Report to NWCO for review and comment and hold a comment review meeting if necessary with NWCO. Submit ten (10) copies of the Final Public Realm Study Report with comments incorporated.

5.14 Campus Model: Consultant shall construct a modular physical campus model to be used for public displays and presentations. Model size, materials, and level of finish will be determined between NWCO staff and the Consultant team.

5.15 Public Realm Support: At the City's sole discretion, the Consultant will provide NWCO additional Public Realm Support as necessary to support the Campus Placemaking Study. These tasks will be negotiated on a Task Order by Task Order basis.

6.0 Campus Design Standards and Guidelines (Campus Placemaking Study): The Consultant shall prepare a Campus Placemaking Study for the overall campus. The study will address key facilities and elements of the public realm Task 5.0 including facility relationships to public spaces, fenestration, architectural character and materials, active edges and ground floors, entries, gateways, landscape, seating, furnishings, and streetscapes. It is anticipated that the organization and format of the document will be consistent with other Design Standards and Guideline documents generated and adopted by Community Planning and Development Department for similar program types. Final organization, format, and contents will be identified jointly between NWCO and the Consultant. The Campus Placemaking Study elements will include, but not be limited to the following:

6.1 Architecture: Consultant shall develop architectural character guidelines for all facilities that reinforce the character of each area and that incorporate relevant regulatory requirements. The architectural guidelines should address the following elements without being prescriptive:

- Building Character
- Fenestration and façade articulation
- Building materials
- Entries and vestibules
- Canopies and coverings (attached or detached)
- Building and site lighting
- Building orientation
- Building identification and signage locations
- Architectural mass and scale
- Utility screening and service areas

6.2 Public Space: Consultant shall develop public space character guidelines that reinforce the character of each area. The public space guidelines should address the following elements without being prescriptive:

- Percent of hardscape
- Paving and landscape materials
- Seating and site furnishings
- Planters and site walls
- Use of temporary shelters or pavilions
- Circulation during large events
- Transit facilities
- Pedestrian and bicycle circulation areas (including B-Cycle locations)
- Gathering areas
- Bicycle facilities
- Signage/wayfinding locations
- Historic messaging and preservation opportunities

6.3 Public Right-of-Way: Consultant shall develop Public ROW guidelines that reinforce the character of each street within the campus. Guidelines are intended to supplement the existing City of Denver Street Standards and should balance the unique interests of an entertainment campus that is pedestrian and bicycle friendly. The guidelines should address the following elements without being prescriptive:

- Illustrative menu of streetscape design elements, including:
 - Opportunity to tie-in living streets concepts based on the Denver Living Streets document
 - Standard design elements
 - Optional design elements
 - Street furnishings
 - Street lighting
 - Street trees
 - Utility corridors

6.4 Civic Infrastructure: Consultant shall develop civic infrastructure character guidelines that reinforce the character of each area. The civic infrastructure guidelines should address the following site elements without being prescriptive:

- Pedestrian bridges over railroad
- Campus catwalk system
- Bettie Cram Drive bridge over the South Platte River
- 51st Avenue bridge over the South Platte River
- Pedestrian plaza and underpass between Stockyards Events Pavilion (Amour Administration Building) and Livestock Center Plaza
- Bicycle and Pedestrian connections under I-70
- Linkage and integration of the South Platte/RiNo Promenade from 38th and Washington Street through the campus

6.5 Signage and Wayfinding: Consultant shall develop signage and wayfinding guidelines based on the identified character areas that align with each zone's intent statements. Integrate historic, public art, regeneration, education and interpretation into the signage guidelines. The signage and wayfinding guidelines should address the following site elements without being prescriptive:

- Sign Hierarchy/Type
- Sign location
- Nodes and Markers
- Offsite wayfinding (in coordination with NWC Parking and Transportation Study)
- Materials
- Sign type details
- Signage lighting

6.6 Lighting: Consultant shall develop site lighting guidelines addressing the following elements without being prescriptive:

- Street lighting
- Service areas and back-of-house lighting
- Bridge and catwalk lighting
- Outdoor event space lighting
- Pedestrian lighting
- Parking lighting
- Public space, plaza, and open-space lighting
- Building lighting
- Accent lighting

6.7 Documentation and Deliverables: Consultant shall work with NWCO staff to develop the following elements without being prescriptive:

- Document format and setup
- Document approval process
- Draft Standards and Guidelines
- Final Standards and Guidelines

Campus Design Standards and Guidelines: At the City’s sole discretion, the Consultant will provide NWCO additional Campus Design Standards and Guidelines as necessary to support the Campus Placemaking Study. These tasks will be negotiated on a Task Order by Task Order basis.

7.0 Design Review Advisory Committee and General Implementation Strategy

Consultant shall propose a review process to ensure implementation and design quality, including recommendations for a Design Review Advisory Committee, to comprise registered design professionals, that is to be established for and report to the EOC and eventual Public Authority. The process and structure will be reviewed and approved by the CPLG and recommended to the EOC for approval as a key milestone of the Campus Placemaking Study.

8.0 30% Infrastructure Design: The Consultant shall develop 30% level infrastructure documents for elements within Phases 1 and 2 as identified by NWCO. The intent of these plans is to move the site infrastructure forward and to develop a basis for construction of the infrastructure facilities. The plans may include, but not be limited to, the following:

1. Base Sheet Development

- a. Existing Conditions/Survey (provided by NWCO)
- b. Drawing Sheet Key Map
- c. Drawing Index
- d. General Notes and Abbreviations

2. Site Grading

- a. 1-foot contours

- b. Finish Floor Elevations/Pad Site Elevations
 - c. Grading tie-ins/boundary tie-ins
 - d. Water Quality ponds-locations/volumes
 - e. Back of house and service areas grading
 - f. Plaza/open space rough grading
 - g. Site cut/fill calculations
 - i. Site
 - ii. Foundations
 - iii. Assumptions on remediation cut/removals
 - h. Erosion Control
 - i. Rail
 - j. Site fill: Coordinate with CCD and CDOT for possible on campus locations for 200,000 CF of fill from the Central 70 project.
- 3. Right-of-Way/Streets**
- a. ROW designation/location/dimensions
 - b. Plan and Profile
 - c. Typical Sections
 - d. Sidewalks/Bicycle plan
 - e. Emergency Access
 - f. Lighting locations
 - g. Rail Crossings/Coordination
 - h. River bridge tie-in points
 - i. Landscape Interface
- 4. Site Utilities**
- a. Determine optimal location for campus Central Plant
 - b. Utility Network Plans/Layout/Depth
 - c. Utility Corridor Locations
 - d. Facility Demand requirements
 - e. Utility design
 - i. Water
 - 1. Facilities
 - 2. Site
 - 3. Fire Hydrants
 - 4. Reclaimed/Reuse/Nonpotable
 - ii. Sanitary Sewer
 - iii. Storm Sewer and Water Quality
 - iv. Electrical
 - 1. Power Distribution, including transformer locations
 - 2. Site Lighting
 - 3. Street Lighting
 - v. Gas
 - vi. IT/Communications
 - vii. Security
 - f. Rail Interface
 - g. Delgany Interceptor Interface
- 5. Stockyards/Events Pavilion Design**
- a. Pavement/Surfacing Options Selection Report
 - b. Water
 - c. Electrical
 - d. Lighting
 - e. Special Events Requirements

6. Site Bridges and Structures

- a. Structures Selection Reports
 - i. River Bridges
 - ii. Catwalks
 - iii. Rail Pedestrian Bridges over Denver and Rock Island Railroad and Burlington Northern Santa Fe Railroad
- b. Denver and Rock Island Railroad Bridge/Livestock Center Plaza below grade connection in coordination with Rail Consolidation team

7. Specifications

8. Campus Traffic Study

9. Phasing and Implementation Recommendations

- a. Infrastructure Phasing Plan Technical Memorandum
- b. Materials Quantities

10. Schedule for 30% Infrastructure Design Scope of Services

- a. Key Milestones (NTP, Deliverable Dates, CCD/NWCO Reviews, Completion, etc.)
- b. Gantt Chart or Critical Path Method Format

11. Submit draft and final plans for review by NWCO, any required City Agency Reviews and outside agencies. (This will include the necessary Engineering, Regulatory, Analytics (ERA) reviews and comment response to complete approval.)

At the City's sole discretion, the Consultant will provide NWCO additional Campus Placemaking Study Support related to the outlined Task and Task areas above as necessary to support the advancement of the National Western Center Program. The specific tasks will be negotiated on an as needed, Task Order by Task Order Basis.

**EXHIBIT B
CONSULTANT TEAM MEMBERS**

PRIME CONSULTANT: MIG, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-in-Charge	Overall oversight of contract, scope, budget and schedule; Quality assurance and quality control; Resource allocation; Community and stakeholder facilitation	\$195
Consulting Principal	Back-up for Principal-in-Charge and Project Manager; Strategic consulting and oversight; Urban planning and design guidance	\$220
Project Manager	Day-to-day project coordination and oversight of contract, scope, budget and schedule; task order staffing and management; Invoicing; Urban planning and design; Community and stakeholder engagement and facilitation; Process design and updating	\$195
Placemaking Specialist	Public space programming and activation strategies; Urban planning and design	\$190
Architect II	Architectural design direction; Quality assurance and quality control; Exhibit Design	\$200
Architect I	Architectural design execution; Task production; Drafting	\$165
Landscape Architect II	Landscape design direction; Quality assurance and quality control; Cultural landscape assessment and interpretation	\$165
Landscape Architect I	Landscape design execution; Task production; Drafting; Cultural landscape documentation	\$125
Civil Engineer II	Engineering design direction; Quality assurance and quality control	\$190
Civil Engineer I	Engineering design execution; Task production; Drafting	\$155
Urban Planner/ Designer II	Urban planning and design direction; Quality assurance and quality control; Content direction and review; Outreach	\$155
Urban Planner/ Designer I	Urban planning and design execution; Task production; Drafting; Writing; Research; Graphics and mapping; Outreach	\$130
Visualization/ Graphics Director	TBD	\$135
Project Associate II	Task management, oversight and production; Drafting; Writing; Research; Graphics and mapping; Outreach	\$110
Project Associate I	Task production; Drafting; Writing; Research; Graphics and mapping; Layout; Outreach	\$90

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CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: MIG, Inc., *continued*

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

Title/Classification	Responsibilities	Rate/Hr.
Project Assistant	Copy editing; Scheduling; Filing; Contract execution; Invoicing	\$75
Executive Assistant	Scheduling; Quality assurance and quality control; Layout; Contract tracking	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.7

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: studioINSITE, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Partner	Principal-in-Charge, urban design, visualization	\$200
Sr. Urban Designer	Project manager, senior urban designer, director of public realm study, campus design standards and guidelines	\$115
Planner / Urban Designer	Supporting urban designer, production management, documentation	\$105
Assoc. Principal Designer	Senior design leadership - public realm design, campus placemaking	\$125
Landscape Designer	Supporting landscape architecture, production management, documentation	\$75
Assoc. Landscape Designer	Landscape design, production, documentation	\$90
Administration	Project support, communications liaison	\$70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2-4

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Matrix Design Group

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal engineer responsible for contractual requirements of the firm	\$255.00
Exec. Vice President	Senior engineer responsible for contractual requirements of the firm	\$240.00
Senior Vice President	Senior project manager with over 20 years of experience	\$215.00
Vice President	Project manager with over 15 years of experience	\$205.00
Principal/Associate Planner	Senior project manager with over 20 years of planning experience	\$205.00
Executive Associate	Engineering manager with over 15 years of experience	\$190.00
Senior Associate	Licensed engineer or planner with over 20 years of experience	\$175.00
Associate	Project manager, engineer or scientist	\$165.00
Senior Consultant	Project manager engineer or planner with 15 years of experience	\$150.00
Director of Survey Services	Survey Department Manager	\$150.00
Environmental Manager	Senior Environmental project manager/scientist	\$190.00
Environmental Scientist	Environmental scientist with 10-15 years of experience	\$140.00
Consultant III	Engineer or planner with 10-15 years of experience	\$125.00
Consultant II	Engineer or planner with 5-10 years of experience	\$115.00
Consultant I	Engineer or planner with 0-5 years of experience	\$100.00
Professional III	Manager of GIS services	\$130.00
Professional II	GIS specialist with over 10 years of experience	\$110.00
Professional I	GIS specialist with 5-10 years of experience	\$90.00
GIS Technician I	GIS specialist with 0-5 years of experience	\$80.00
Lead CAD Designer	CAD designer with over 15 year of experience	\$135.00
Sr. CAD Designer	CAD designer with over 10 years of experience	\$125.00
CAD Technician II	CAD designer with 5-10 years of experience	\$110.00
CAD Technician I	CAD designer with 0-5 years of experience	\$100.00

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SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Matrix Design Group

Sr. Project Accountant	Project accountant with over 10 years of experience	\$120.00
Project Accountant II	Project accountant with 5-10 years of experience	\$100.00
Project Accountant I	Project accountant with 0-5 years of experience	\$90.00
Administrative Manager	Manager of Administrative staff	\$95.00
Sr. Administrative Assistant	Administrative assistant with over 10 years of experience	\$90.00
Administrative Assistant II	Administrative assistant with 5-10 years of experience	\$75.00
Administrative Assistant I	Administrative assistant with 0-5 years of experience	\$60.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 2.85

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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Attachment 2
SUB-CONSULTANT TEAM MEMBERS

Firm Name: 505Design

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

Title/Classification	Responsibilities	Rate/Hr.
Managing Partner, President	Orchestrates overall conceptual approach, brand positioning, and project direction	\$200
Director of Interiors	Directs the overall design vision and aesthetic through project realization	\$165
Project Team Lead	Provides project management with a clear understanding of the design process	\$150
Director of Environmental Graphic Design	Translates the vision into the built environment (signage and wayfinding)	\$135

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

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Attachment 2
SUB-CONSULTANT TEAM MEMBERS

Firm Name: Winter & Company

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

Title/Classification	Responsibilities	Rate/Hr.
Principal in charge	Project overview and direction, public presentations and meetings	\$190
Senior Planner/ Designer	Project management, public outreach and presentations, document development, junior staff supervision	\$140
Junior Planner/ Designer	Writing, research, graphics, document production	\$95
Support staff	Proofing, editing, billing	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: HR&A Advisors

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

Title/Classification	Responsibilities	Rate/Hr.
Partner	Project Director	\$330
Principal	Senior Advisor	\$300
Director	Day to Day Project Manager	\$275
Senior Analyst	Lead analyst	\$210
Analyst	Additional analytic support	\$165
Research Analyst	Additional analytic support	\$145
Analyst Fellow	Additional analytic support	\$145

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: GH2 Equine Architects

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

Title/Classification	Responsibilities	Rate/Hr.
Equine Project Manager	Main point of contact, coordinate schedule, attend client meetings, develop design/program guidelines.	\$133/Hr.
Principal, Architect	Overall project supervision, point of contact for contractual agreement, coordinate schedule/staffing, project deliverables review/oversight.	\$211/Hr.
Project Architect	Review/oversight of project deliverables.	\$143/Hr.
Construction Cost Specialist	Assist with equine-related construction cost information/estimate development as needed.	\$116/Hr.
Intern Architect	Assist with design/program guidelines development/production.	\$109/Hr.
Administrative	Main point of contact for invoicing.	\$82/Hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.57

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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SUB-CONSULTANT TEAM MEMBERS

Firm Name: _____

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

Title/Classification	Responsibilities	Rate/Hr.

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

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

Attachment 2
SUB-CONSULTANT TEAM MEMBERS

Firm Name: 505Design

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

Title/Classification	Responsibilities	Rate/Hr.
Managing Partner, President	Orchestrates overall conceptual approach, brand positioning, and project direction	\$200
Director of Interiors	Directs the overall design vision and aesthetic through project realization	\$165
Project Team Lead	Provides project management with a clear understanding of the design process	\$150
Director of Environmental Graphic Design	Translates the vision into the built environment (signage and wayfinding)	\$135

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: OV Consulting, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project mngmt, transportation management, mobility planning, design, strategic outreach	\$ 155
Senior Engineer	Transportation Engineering	\$ 125
Senior Planner	Transportation and related Planning	\$ 115
Planner	Transportation Planning, Public Engagement	\$ 105
Engineer	Transportation Engineering	\$ 105
GIS Analyst	GIS, Data Review	\$ 85
Graphic Designer	Graphic design, meeting materials, web-based materials	\$ 85
CAD Technician	CAD Drafting	\$ 70
Clerical/ Administrative	Word processing & administrative organization	\$ 70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Two Hundred, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Communication Designer	Support the Public Engagement program through web development, 3D modeling/animation, video and simulations.	\$140/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

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Attachment 2
SUB-CONSULTANT TEAM MEMBERS

Firm Name: Arland LLC OBA Arland Land Use Economics

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Primary analyst, project management	\$165
GIS	Mapping to support analysis	\$120
Associate	Research support	\$105

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Livable Cities Studio, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal 1	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices.	\$200
Principal 2	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices	\$175
Principal 3	A senior officer of the company; Lead project and development of content. Lead project and development of content, complex project management.	\$150
Project Designer 1	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Project Designer 2	Project management. Development of content. Limited design production.	\$115
Project Designer 3	Some project management and high level design production and technical design resolution.	\$100
Project Designer 4	Design production. Research and design production.	\$90
Project Designer 5	Performs design production work directed by mid and senior level staff	\$75
Project Designer 6	Recent design graduate. Focus on design production and/or administrative help	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: SSG MEP, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal in Charge, responsible for establishing overall goals and objectives and coordinating implementation plans. Is responsible for overall project goals and technical design.	\$175
Project Manager	Responsible for administering all phases of project through construction. Responsible for budgeting, scheduling, planning, design, specification, and working drawings on a given project with authority to direct, control, and monitor all activities.	\$145
Senior Engineer	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria.	\$145
Staff Engineer	Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs.	\$115
Designer	Has diversified design experience and ability to perform work of greater complexity with minimal supervision. Normally has 10 years of drafting and design experience.	\$100
CAD/BIM Drafter	Junior-level individual with some specialized technology relating to CAD or engineering such as Associates Degree or CAD Drafter 1 experience. Copies detailed plans and drawings.	\$85
Business Manager	Responsible for handling office administrative support activities (i.e. human resources, purchasing, facilities maintenance, leasing, clerical support, etc.). Also serves as Accounting Manager in coordinating all accounting functions.	\$100
Clerical	Primary responsibility is answering phones, filing, incidental typing and/or routine clerical work as assigned.	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.3143

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: San Engineering, LLC

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Consultant may copy this page or modify it to conform to the services being offered.

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Manager	Design/Management	\$130.00
Structural Engineering Manager	Design/Management	\$130.00
Senior Project Engineer	Design	\$120.00
Staff Engineer	Design/Production	\$115.00
Sr. CAD Drafter	Drafting/Design	\$105.00
Drafter	Drafting	\$95.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.53

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Herrfeldt Project Development

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

Title/Classification	Responsibilities	Rate/Hr.
Manager	Evaluate, discuss, and suggest alternate uses for the National Western Master plan process. Include industry standards and practices as appropriate.	\$150.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

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EXHIBIT C
LIST OF KEY PERSONNEL

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Principal-in-Charge / Project Manager	Jay Renkens (MIG)
Consulting Principal	Mukul Malhotra (MIG)
Consulting Principal	Rick Barrett (MIG)
Landscape Architect II	Laurie Matthews (MIG)
Landscape Architect I	Samantha Suter (MIG)
Architect II	Alissa Rupp (MIG)
Architect II	Dennis Meyers (MIG)
Placemaking Specialist	Phil Myrick (MIG)
Visualization/ Graphics Director	Chase Mullen (MIG)
Civil Engineer I	Nathaniel Riedy (MIG)
Partner	Dennis Rubba (studioINSITE)
Partner	Jim Leggit (studioINSITE)
Associate Principal Designer	Chris Sutterfield (studioINSITE)
Senior Urban Designer	Cheney Bostic (studioINSITE)
Landscape Designer	Art Malito (studioINSITE)
Executive Vice President	James Price (Matrix)
Senior Associate	Jason Rutt (Matrix)
Executive Associate	Drew Beck (Matrix)
Consultant II	Jeff Killion (Matrix)
Principal	Julie Skeen (CIG)
Principal-in-Charge	Nore Winter (Winter)
Senior Planner / Designer	Julie Husband (Matrix)
Partner	Amitabh Barthakur (HR&A)
Principal	Candace Damon (HR&A)

continues on next page

LIST OF KEY PERSONNEL , continued

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Director	Thomas Jansen (HR&A)
Principal	Michael Hall (GH2)
Equine Project Manager	Kala Ade (GH2)
PI Project Manager	Lisa Zoeller (Zoeller)
Managing Partner, President	John Ward (505Design)
Director of Environmental Graphic Design	Kevin Penland (505Design)
Principal	Chris Vogelsang (OV Consulting)
Principal	Beth Vogelsang (OV Consulting)
Principal 1	Meredeth Wenskoski (Livable Cities)
Project Designer 1	Maren McBride (Livable Cities)
Communication Designer	Marjorie Alexander (Two Hundred)
Project Manager	Arleen Taniwaki (ArLand)
Principal	Gregg Adams (SSG MEP)
Civil Engineering Manager	Eduardo San (San Engineering)
Manager	Bob Herrfeldt

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: jlusk@dealeyrenton.com	FAX (A/C, No): 510 452-2193
	INSURER(S) AFFORDING COVERAGE	
INSURED Moore Iacofano Goltsman, Inc. 800 Hearst Ave. Berkeley, CA 94710	INSURER A : Travelers Property Casualty Co	
	INSURER B : Travelers Indemnity Company	
	INSURER C : Atlantic Specialty Insurance Co	
	INSURER D :	
	INSURER E :	
	INSURER F :	
		NAIC # 25674 25658 27154

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6801H899998	08/31/2016	08/31/2017	EACH OCCURRENCE \$1,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6801H845960	08/31/2016	08/31/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$1,000,000
	OTHER:						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA2G258325	08/31/2016	08/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP0H758762	08/31/2016	08/31/2017	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$10,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3J040141	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPL647317	01/20/2017	08/31/2017	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

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

Re: Project #NDCC2017-001, National Western Center Campus Placemaking Study CCD
 The City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insureds as respects General Liability and Auto Liability coverage.

CERTIFICATE HOLDER

City and County of Denver
 Department of Public Works
 Contract Administration, 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

EXHIBIT E

On-Call Professional Services Task Order

Department of Public Works
 The Mayor's Office of the National Western Center
 201 W. Colfax Avenue, Denver, CO 80202
 p: 720-913-4511 f: 720-913-4544
<https://www.denvergov.org/>



Contractor: _____	Business Unit: _____
Vendor ID No. _____	Project No.: _____
Master Contract _____	Project Name: _____
Task Order Contract #: _____	Project Manager: _____
Fund/Org/Acct _____	Alfresco/CCN #: _____

When this TASK ORDER has been signed by the approving parties, the work described in the consultant's proposal, without changing the terms of the Master Contract except as herein stipulated and agreed

SEE ATTACHED
PROPOSAL

COST SUMMARY FOR TASK ORDER		
Original Work Order Amount	\$ _____	
Previous Work Order Add/ Deducts	\$ _____	
Net Prior to this Work Order	\$ _____	
This Work Order Change – <input type="checkbox"/> Add or <input type="checkbox"/> Delete	\$ _____	
Revised Work Order Amount	\$ _____	<hr/> Approved – Manager of Public Works
Previous Task Orders to Date (current contract)	\$ _____	<hr/> Approved – Director of Engineering
Current Task Order (Add/Deduct)	\$ _____	<hr/> Approved – Project Supervisor
Current Master Contract Amount:	\$ _____	<hr/> Approved – Project Manager
Maximum Contact Amount:	\$ _____	<hr/>
Remaining Contract Balance:	\$ _____	<hr/>
		<hr/>
		<hr/>

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us, Project Manager e-mail, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).