

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CDM SMITH INC.**, a Massachusetts corporation, doing business at 555 17<sup>th</sup> Street, Suite 1100, Denver, Colorado 80202 (the “Design Consultant”), jointly “the Parties”.

### RECITALS:

**A.** The City and the Design Consultant previously entered into a Design Services Agreement on February 14, 2013 to provide professional architecture and engineering design services in support of the South Platte River Recreation and Habitat Improvements: Grant Frontier/ Overland Pond Parks (the “Project”); and

**B.** The City and the Design Consultant wish to amend the Agreement to increase total compensation, revise the scope of work and add a new Certificate of Insurance; and

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

1. All references to “...Exhibit A and C...” in the Existing Agreement shall be amended to read: “...Exhibit A, A-1, C and C-1, as applicable...”. The scope of work marked as Exhibit A-1 and the Certificate of Insurance, marked as C-1 are attached hereto this Amendatory Agreement are incorporated herein by reference.

2. Paragraph 3.01(a) and (b) of the Agreement, entitled “**Fee for Basic Services.**” is hereby deleted in its entirety and replaced with:

**3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed:

“(a) **Fee for Design Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase I basic services rendered hereunder, a fee not to exceed **FOUR HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$466,675.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and A-1.**”

“(b) **Fee for Design Support During Construction Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase II basic services rendered hereunder, a fee not to exceed **ONE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED THIRTY DOLLARS AND 00/100 (\$194,530.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and A-1.**”

3. Paragraph 3.02 of the Agreement, entitled “**Reimbursable Expenses.**” is hereby

deleted in its entirety and replaced with:

**“3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibits A** and **A-1** (and any supplements thereto) or approved in writing by the City as reasonably related to or necessary for the Design Consultant’s services, all other expenses shall be included in the Design Consultant’s fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **TWO THOUSAND SIX HUNDRED THIRTY DOLLARS AND NO/100 (\$2,630.00)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant’s maximum fee amount accordingly.”

4. Paragraph 3.03 of the Agreement, entitled **“Additional Services.”** is hereby deleted

in its entirety and replaced with:

**“3.03. Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **NINETY-ONE THOUSAND SIXTY DOLLARS AND NO/100 (\$91,060).**”

5. Paragraph 3.05 of the Agreement, entitled **“Maximum Contract Amount.”** is hereby deleted in its entirety and replaced with:

**“(a)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND NO/100 (\$754,895.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibits A** and **A-1**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

6. Paragraph 4.01 of the Agreement, entitled **“Term.”** is hereby deleted in its entirety and replaced with:

**“4.01 Term.** The term of this Agreement commenced on February 14,

2013 and shall terminate on December 31, 2015.”

7. Paragraph 5.07(b) of the Agreement, entitled “**Proof of Insurance:**” is hereby deleted in its entirety and replaced with:

“(b) **Proof of Insurance:** Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. Design Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Design Consultant certifies that the certificate of insurance attached as **Exhibit C-1**, 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 Design 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.

5. Paragraph 5.07(c) of the Agreement, entitled “**Additional Insureds:**” is hereby deleted in its entirety and replaced with:

“(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Design Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. In addition, Design Consultant shall name the State of Colorado, Urban Drainage and Flood Control District and The Greenway Foundation as an additional insured on the Commercial General Liability policy.”

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

**EXHIBIT LIST:**

Exhibit A-1 Scope of Work  
Exhibit C-1 Certificate of Insurance

**[SIGNATURE PAGES TO FOLLOW]**

**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: PARKS-201209248-01

Contractor Name: CDM SMITH INC

By: Bruce R. Barnes

Name: Bruce R. Barnes  
(please print)

Title: Vice President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# **Exhibit A-1**



555 17<sup>th</sup> Street, Suite 1100  
Denver, Colorado 80202  
tel: 303 383-2300  
fax: 303 383-2429

August 25, 2014

Mike Bouchard, RLA  
Project Manager, River Vision Implementation Plan  
Denver Parks and Recreation  
201 W. Colfax, Dept. 601  
Denver, CO 80202

Subject: Amendment for River Vision – Grant-Frontier/ Overland

Dear Mr. Bouchard:

CDM Smith appreciates the opportunity to submit the enclosed revised proposal for additional services on the River Vision – Grant-Frontier/Overland project (Contract Control No. PARKS-201209248-00). The proposal is based on discussions with the City on March 21, 2014 and June 9, 2014, July 2, 2014, July 28, 2014, and August 22, 2014, and information provided by the City on the anticipated level of effort for the additional work.

CDM Smith understands that the City, in consultation with your funding partners, has decided to break out Schedule B into two separate scopes of work in order to get the maximum value of the grant dollars. Schedule B has been re-scoped to include all river and bank work along Overland Park Golf Course while Schedule C includes all park and trail improvements in Grant Frontier and Pasquinel's Landing. CDM Smith will honor our contractual obligations to deliver a project within the City's construction budget (\$3,300,000 for Schedule B and \$4,200,000 for Schedule C); however, CDM Smith's scope of services included in the Design Services Agreement explicitly states that the CDM Smith assumes only one 60%, 90%, and 100% submittal for the overall project will be prepared. This submittal included one drainage report, one SWMP, and one OPCC. In addition, the scope of services included preparation of one floodplain permit and one CLOMR. CDM Smith understands that the City still plans to use one Project Number for the Public Works Electronic Review and Analytics (PWERA); however, the City has decided permit schedule B and Schedule C separately because of the different schedule and contractors for each project.

The additional engineering and landscape architecture services described above are currently beyond our Phase I – Design Basic Services scope of work. Therefore, CDM Smith respectfully requests additional funding to complete this additional work. CDM Smith is also requesting additional Phase I – Design Basic Services funding for ongoing coordination with the CM/GC and design of South Platte River Drive (east) that was originally to be designed by Public Works.



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CDM Smith also understands the City is requesting services during construction for both Schedule B and Schedule C. In addition, the City has requested CDM Smith prepare record drawings at the completion of the project and a Letter of Map Revision (LOMR). These new tasks fall under the Design Services Agreement as Phase II – Design Support during Construction services.

Each additional scope item/task is described in detail below.

## **Scope of Services**

### **Phase I – Design Basic Services**

Phase I services include preparing Schedule B and Schedule C bid packages, coordination with the CM/GC, and design of South Platte River Drive (east). Each task is described in detail below.

#### **Prepare Schedule B and Schedule C Bid Packages**

CDM Smith understands because of the City's decision to separate the project in to two separate schedules that will be bid separately, the drawings and specifications must be broken into two separate bid packages. Additionally, separate final opinions of probable construction costs (OPCC) must also be prepared as well as stormwater management plans (SWMP) and Construction Activities Stormwater Discharge Permits (CASDP). Furthermore, CDM Smith will prepare a drainage memorandum for Schedule B and final drainage report for Schedule C, and prepare an engineering no rise certification in addition to the floodplain permit for Schedule B. CDM Smith will also revise the CLOMR previously prepared for the overall project to only include Schedule C and submit it along with a standalone floodplain permit for Schedule C. CDM Smith is requesting additional funding to prepare the no rise certification and associated documentation; however, fee for the Schedule C CLOMR is included in the original design scope of services and excluded from this task.

The drawings for Schedule B will include the revisions to the design to remove the items previously identified by the City and CDM Smith as shown on the redlined version of the 90% drawings submitted to the City in September 2013 and included in the UDFCD Best Value solicitation. The effort to remove these items from the AutoCAD files is not included in the fee estimate. However, per the direction of City, individual drawing sheets and details will not be renumbered; any drawing from the 100 percent design submittal approved by PWERA that is not relevant to Schedule B will be removed and noted as "Not Used" on the drawing index; details will similarly be removed and noted as "Not Used", where applicable.

The Schedule B drawing set will include the following sheets:

- cover sheet with drawing index,
- notes and legend sheet,





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- existing conditions and demolition sheets (Sta. 0+00 to 44+00),
- tree preservation/removal plans (Sta. 0+00 to 44+00),
- erosion and sediment control sheets (Sta. 0+00 to 44+00),
- site plan sheets (Sta. 0+00 to 44+00),
- grading plan sheets (Sta. 0+00 to 44+00),
- plan and profile sheets (Sta. 0+00 to 44+00),
- cross section sheets (Sta. 0+00 to 44+00),
- Florida Avenue multi-purpose structure plans and details,
- pump station plans and details,
- Florida Avenue underpass details,
- irrigation plans (Sta. 0+00 to 44+00),
- revegetation and restoration plans (Sta. 0+00 to 44+00), and
- detail sheets.

CDM Smith will provide the final Schedule B drawing set to the City, UDFCD, and the selected contractor. Electronic (PDF) copies will be provided; printing of hard copies is not included in this proposal.

The drawings for Schedule C will include the revisions to the design to remove the items previously identified by the City, CDM Smith, and THK Associates. The effort to remove these items from the AutoCAD files is not included in the fee estimate. However, per the direction from the City, individual drawing sheets and details will not be renumbered; any drawing from the 100 percent design submittal approved by PWERA that is not relevant to Schedule C will be removed and noted as “Not Used” on the drawing index; details will similarly be removed and noted as “Not Used”, where applicable.

The Schedule C drawing set will include the following sheets:

- cover sheet with drawing index,
- notes and legend sheet,
- existing conditions and demolition sheets (Sta. 44+00 to 66+00),
- tree preservation/removal plans (Sta. 44+00 to 66+00),
- erosion and sediment control sheets (Sta. 44+00 to 66+00),
- site plan sheets (Sta. 44+00 to 66+00),
- grading plan sheets (Sta. 44+00 to 66+00),
- cross section sheets (Sta. 44+00 to 66+00),
- Grant-Frontier parking lot plans
- enlarged site plans (Pasquinel’s Landing and Grant-Frontier),
- Evans Avenue underpass details,
- irrigation plans (Pasquinel’s Landing and Grant-Frontier),



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- revegetation and restoration plans (Pasquinel's Landing and Grant-Frontier),
- eco playground plans,
- interpretive plans and details,
- Montana City plans and details, and
- detail sheets

In addition, CDM Smith assumes the two schedules will have separate specifications, including bid forms and measurement and payment sections. The specifications for Schedule B will be prepared using UDFCD standard specifications as described in the UDFCD Best Value Support task in Supplemental Services Authorization (SSA) No. 5. The fee to prepare the Schedule B specifications is included in that SSA and excluded from this task. The Prepare of the final technical specifications will be performed as part the existing contract; however, preparation of the bid schedule and measurement and payment for Schedule C will be performed under this task. Electronic (PDF) copies will be provided; printing of hard copies is not included in this proposal.

The City has also instructed the CDM Smith team to prepare separate SWMPs for Schedule B and Schedule C so the City can issue two separate CASDPs for Schedule B and Schedule C. The SWMPs will include a narrative, site drawings with BMP details, and any additional supporting information, including a contingency plan. The SWMPs prepared for the 60 percent submittal will be used as a starting point and updated with input from the Schedule B and Schedule C contractors. The Schedule B and Schedule C SWMPs will be finalized and included with the 100 percent submittal. The SWMP will include a two-phased approach to BMPs (interim and final) discussed with the City on June 26th.

Developing the separate design packages for Schedule B and Schedule C will be undertaken by the Team prior to the submittal of the 100 percent design. The Team will submit separate 100 percent design packages for Schedule B and Schedule C to PWER for final approval. Both 100 percent submittals will address comments on 90 percent design submittal, and a comment response form will be included with each submittal. Because the Team assumes Schedule B will be submitted prior to Schedule C, our responses to comments for Schedule B will include a response for all comments related to Schedule C that indicates those comments will be addressed as part of a subsequent submittal.

CDM Smith will prepare separate final OPCCs for both Schedule B and Schedule C based on the 100 percent drawings. This estimate will serve as Engineer's Estimate for bid evaluation.

### **On-Going Coordination with CM/GC**

The City requested the CDM Smith team review ECI's comments and attend meetings to review and discuss their comments on the original Schedule B design. CDM Smith's scope of service does not include coordination with the City's CM/GC; therefore, we request additional funding for attending



meetings and ongoing coordination with the CM/GC. The CDM Smith team attended the meetings listed below:

- August 19, 2013 – River Vision Partnering Workshop
- September 10, 2013 – Project Funding
- November 6, 2013 – Grant Frontier Cost Review Meeting
- November 18, 2014 – Grant Frontier follow up with UDFCD
- January 17, 2014 – GFO Cost Review

In addition, we reviewed ECI's cost estimates and provided comments on them and met with the City and the CM/GC to discuss options to reduce the overall project cost while maintaining the integrity of the project goals. This work accounted for 12 hours of out-of-scope work for both CDM Smith and THK Associates. These 12 hours do not account for the effort required to revise the design to meet the budget.

CDM Smith assumes there will be additional meetings and coordination on Schedule C. For budgeting purposes, CDM Smith has assumed an additional 8 hours of time for both CDM Smith and THK will be required prior to the start of construction.

### **Design of South Platte River Drive (east)**

Denver Public Works was originally going to design and contract South Platte River Drive (east). However, the City determined that the proposed improvements should be included in overall contract for Schedule B, and therefore, design drawings would be required. The City requested CDM Smith develop design drawings for South Platte River Drive (east). The required drawings include overall plan sheet, two detailed grading sheets, and a centerline profile sheet.

### **Phase II – Design Support during Construction**

Phase II services include construction services for Schedule B and Schedule C, preparing record drawings, and preparing a letter of map revision. Each task is described in detail below.

#### **Construction Services for Schedule B**

During the construction phase of Schedule B the CDM Smith team will:

- Attend and facilitate weekly progress meetings with the City, UDFCD, and the Contractor. CDM Smith assumes the City will be responsible for preparation and distribution of progress meeting minutes. CDM Smith assumes weekly progress meetings will occur during a five (5) month substantial construction period.
- Provide resident project representation services based on a substantial construction period of five (5) months at a staffing level of one-quarter time (or approximately 2 trips per week),

and a final construction period of two (2) months at a staffing level of four (4) hours per week (or approximately 1 trip per week). The Resident Project Representative (RPR) will serve as the liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and serve as the City's liaison with the Contractor. The RPR will also assist in obtaining from the City additional details or information, when required for proper execution of the Work. The RPR will keep log book, recording weather conditions, data relative to questions of Change Orders or changed conditions, daily activities, decisions, observations in general, and specific observations in more detail as needed and send copies to the City.

- Review and provide appropriate comments and/or approval of submittals provided by Contractor. For budgeting purposes, CDM Smith has assumed 10 submittals, each taking four (4) hours to review and respond to.
- Review and provide appropriate comments and/or responses to requests for information (RFI) provided by the Contractor. For budgeting purposes, CDM Smith has assumed 12 RFIs, each taking two (2) hours to review and respond to. This level of effort assumes significant changes to the design and/or substitution requests are not included in this scope.
- CDM Smith will participate in a final inspection in the company of the City, UDFCD, and the Contractor and prepare a final list of items to be completed or corrected.
- CDM Smith assumes the City and/or UDFCD will manage all proposed Change Orders and Work Change Directives. However, CDM Smith will assist the City and UDFCD in obtaining backup material from Contractor and provide a recommendation to the City/UDFCD on accepting or denying Change Orders, Work Change Directives, and Field Orders. For budgeting purposes, we have assumed up to 40 hours for this effort.

### **Construction Services for Schedule C**

The construction phase services for Schedule C will be similar to the services for Schedule B (described above). During the construction phase of Schedule C the CDM Smith team will:

- Attend and facilitate weekly progress meetings with the City, UDFCD, and the Contractor. CDM Smith assumes weekly progress meetings will occur during a ten (10) month substantial construction period.
- CDM Smith and THK Associates will each provide RPR services based on a substantial construction period of ten (10) months at a staffing level of 3 hours per week (approximately 120 hours each firm), and a final construction period of two (2) months at a staffing level of two (2) hours per week (approximately 16 hours each firm). The RPR will serve as the liaison with Contractor and serve as the City's liaison with the Contractor. The RPR will also be on site to help coordinate continuity between Schedules B & C, specifically with the jetty

aesthetics. PKM will provide RPR services at a staffing level of 4 hours per week over a four month period. The total combined RPR hours for CDM Smith, THK, and PKM will be approximately 350 hours.

- Review and provide appropriate comments and/or approval of submittals provided by Contractor. For budgeting purposes, CDM Smith has assumed four (4) civil related submittals and 10 landscape architect related submittals, each taking four (4) hours to review and respond to.
- Review and provide appropriate comments and/or responses to requests for information (RFI) provided by the Contractor. For budgeting purposes, CDM Smith has assumed 16 total RFIs (four civil and 12 landscape architecture related), each taking two (2) hours to review and respond to.
- The CDM Smith team will participate in a final inspection in the company of the City and the Contractor and prepare a final list of items to be completed or corrected.
- The CDM Smith team assumes the City will manage all proposed Change Orders and Work Change Directives. However, the CDM Smith team will assist the City in obtaining backup material from Contractor and provide a recommendation to the City on accepting or denying Change Orders, Work Change Directives, and Field Orders. For budgeting purposes, we have assumed up to 40 hours for this effort (16 hours civil and 24 hour landscape architecture related).

### **Record Drawings**

The CDM Smith team will prepare record drawings for both Schedule B and Schedule C. The record drawings will show the changes made during the construction process based on construction records and site observations of the RPR and on the marked-up prints, drawings, and other data furnished by contractor to the CDM Smith team and the City.

The record drawings will include revisions to Issued for Construction drawings for all categories affected by the Project and include plans, sections, details, and irrigation drawings. The record drawings will use design, construction and change order drawings, provided by the Contractor, as the basis for record drawings. In addition, Schedule B constructed facilities will be surveyed vertically and horizontally to the same datum and coordinate system as the design drawings by CDM Smith's surveyor, 105 West. The as-built survey for Schedule C will be prepared by the City's contractor.

The CDM Smith team will complete the record drawings within 60 days following final payment of the construction contract. The CDM Smith team will meet with the City to discuss drawing format, standards, and scheduling prior to starting work.

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The CDM Smith team will submit an electronic version (PDF) of the record drawings for review by the City. We assume the City will return record drawings with comments as appropriate. The CDM Smith team will incorporate comments and resubmit an electronic version (PDF) of the record drawings. We assume only one round of comments on the record drawings. The City will be responsible for any field verification during their review.

### **Letter of Map Revision**

CDM Smith will prepare a Letter of Map Revision (LOMR) for the City to submit to FEMA based on the final record drawings and the CLOMR model prepared during the Design Phase; CDM Smith's deliverable will be an electronic PDF. The LOMR will take into account final construction conditions for both Schedule B and Schedule C. CDM Smith assumes the City will provide an AutoCAD file with the contractor's as-built survey of Schedule C.

CDM Smith assumes the LOMR will be reviewed by the City's Floodplain Administrator and only one round of comments will be provided to CDM Smith to address. CDM Smith will revise the LOMR based on the comments and resubmit the final electronic version (PDF) of the LOMR to the City. CDM Smith assumes the City will pay any LOMR review fees, if required by FEMA.

### **Supplemental Services**

An allowance for supplemental services is also provided in the fee proposal. This allowance will be managed and authorized by the City. Examples of the types of potential additional services that may be required associated with this scope include, but are not limited to, the following:

- Additional hydraulic modeling
- Attendance at additional project meetings
- Preparation of additional permits and/or permit support material
- Other project-related support as directed by the City

The Team will submit proposals at the City's request to perform supplemental services not specifically included in this scope of work. The expenditure of any portion of the supplemental services allowance will require prior written authorization by the City.

### **Estimated Costs**

Our proposed fee to complete the additional services is \$260,000 (refer to Attachment 1), with \$41,060 set aside for supplemental services. The amended budget does include conversion of the remaining Geotechnical Services task budget (\$1,500) as well as \$4,220 from Reimbursable Expenses budget to services budget. CDM Smith understands that the \$260,000 will be authorized under an amendment to the existing scope of services.





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This additional work includes participation by CDM Smith, THK Associates, PKM Design Group, Entitlement and Engineering Solutions, and 105 West. This Team is committed to the success of this project and we appreciate the opportunity to continue working on this important project. Please do not hesitate to call me at 303-383-2300 if you would like to discuss this proposal in more detail, or if you would like to set-up a time to meet in person. CDM Smith is committed to delivering technical excellence and exceptional client service to the City and we look forward to seeing this project constructed.

Sincerely,

A handwritten signature in blue ink that reads "Brian Murphy".

Brian Murphy, P.E., D.WRE  
Principal Engineer/Project Manager  
CDM Smith

Attachments: Attachment 1 Fee Estimate

cc: Mark Wilson, THK  
Jesse Klabunde, 105 West  
Deborah Snyder, EES  
Patti Miers, PKM









**CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY)  
08/12/2014

**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).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CDM Smith Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	INSURER A: Zurich American Ins Co	
	INSURER B: Lloyd's Syndicate No. 2623	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570054888473      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.      Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0837663218	01/01/2014	01/01/2015	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 8376631-18	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			wc837663319	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Archit&Eng Prof			QC1401367	01/01/2014	01/01/2015	per claim aggregate	\$3,000,000 \$3,000,000

Certificate No : 570054888473

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers, the State of Colorado, the Urban Drainage and Flood Control District, and The Greenway Foundation are listed as Additional Insured with regards to the General Liability policy.

**CERTIFICATE HOLDER**

**CANCELLATION**

City and County of Denver Attn: Department of Public works 201 West Colfax, Dept. #611 Denver CO 80202 USA	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  