

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, between the **City and County of Denver** (the "City"), a municipal corporation of the State of Colorado, and **Tsiouvaras Simmons Holderness** (the "Design Consultant"), a Colorado corporation, whose address is 5690 DTC Blvd., Level 3, Ste. 345W, Greenwood Village, CO 80111.

RECITALS:

1. The City desires to obtain professional engineering design and related services in support of the Federal Boulevard from 5th Avenue to Howard Place Project (the "Project").
2. The Design Consultant represents that its members include duly licensed architecture and engineering professionals and that it has the present capacity, experienced and qualifications to perform the professional services specified in this Agreement.
3. In response to the City's Request for Proposal, the Design Consultant has submitted a Proposal for such services to the City, and the parties have agreed to the Scope of Work for the project, a copy of which is attached as *Exhibit A*.

AGREEMENTS:

I 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 Design Consultant with respect to the furnishing of professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Manager 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 designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Manager's approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager's behalf by written notice to the Design Consultant.

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

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no

authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other projects for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of

Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Manager and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

5.02 Program and Budget:

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost for the project to

which the Design Consultant shall be provided to the Design Consultant upon execution of this Agreement.

- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

5.03 Coordination and Cooperation:

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

5.04 Personnel Assignments:

- (a) The key professional personnel identified in *Exhibit B* will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in *Exhibit B*. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.

- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the 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, she shall notify the Design Consultant and give the Design Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Manager notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the 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 Design Consultant and approved by the Manager before they are assigned to a specific project.
- (k) The Manager shall respond to the Design 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.

5.05 Basic Services - General

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants, must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

5.07 Additional Services:

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant,

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

- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in Exhibits A and B, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.
- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in Exhibits A;
 - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

5.08 Surveying and Testing:

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant

discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

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

5.09 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level of **12%**.
- (b) 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, the **12%** MBE and WBE participation commitment 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 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **One Million Two Hundred Forty-Five Thousand Three Hundred and Seventy Dollars and no/cents**

(\$1,245,370.00), in accordance with the billing rates and project budget stated in *Exhibit B*. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses: Except for any reimbursable expenses specifically identified in *Exhibit B* or approved in writing by the City as reasonably related to or necessary for the Consultant's services, all other expenses shall be included in the Consultant's fee and will not be reimbursed hereunder. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, the total amount of reimbursable expenses will not exceed **Thirteen Thousand Seven Hundred and Fifty Dollars and no/cents (\$13,750.00)** any increase in the maximum amount of reimbursable expenses will reduce the Consultant's maximum fee amount accordingly.

3.03 Additional Services: If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **One Hundred Thousand Dollars and no/cents (\$100,000.00)**.

3.04 Invoicing and Payment: The City will make monthly progress payments for all services performed under this Agreement based upon the Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Manager, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Manager. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.05 Maximum Contract Amount:

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Three Hundred Fifty-Nine Thousand One Hundred and Twenty Dollars and no/cents (\$1,359,120.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in *Exhibit A*. Any services performed beyond those set forth therein are performed at Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the

Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Manager at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on execution of this Agreement and expire, unless sooner terminated, upon final completion of the Project, but in no event later than December 31, 2011.

4.02 Termination.

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

contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

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

SECTION 5 – GENERAL PROVISIONS

5.10 City's Responsibilities.

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

5.11 Ownership of Documents:

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in

the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses: The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the 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 Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 Examination of Records: The Design Consultant agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Design Consultant, involving transactions related to this Agreement.

5.05 Assignment and Subcontracting: The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the

City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment: In connection with the performance of work under this Agreement, the Design 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 Design Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 Insurance:

- (a) **General Conditions:** Design 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. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design Consultant. Design 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 Design Consultant. The Design 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:** 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*, 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.

- (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.
- (d) **Waiver of Subrogation:** For all coverages, Design 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:** Design 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. Design 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 Design 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 Design Consultant executes this Agreement.
- (g) **Commercial General Liability:** Design 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:** Design 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:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.
- (j) **Additional Provisions:**
 - 1. For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision; 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: 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. Design 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 Design Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense and Indemnification:

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

- (b) Design Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Design Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- (c) Design 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 Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

- Exhibit A* Scope of Work
- Exhibit B* Letter of Proposal for Professional Services (Including key personnel, billing rates)
- Exhibit C* ACORD Certificate of Insurance

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

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

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

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

5.13 Conflict of Interest:

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

5.14 No Third Party Beneficiaries: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

5.17 Proprietary or Confidential Information:

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

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification

Ordinance”).

(b) The Design 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 Design 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 Design 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 Design 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 Design 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 Design Consultant is liable for any violations as provided in the

Certification Ordinance. If Design 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 Design 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 Design Consultant from submitting bids or proposals for future contracts with the City.

5.20 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.

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

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

5.23 Advertising And Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the 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.

5.24 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.

5.25 Notices. Notices, bills, invoices or reports required by this Agreement shall be

sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

to the City: Manager of Public Works
 201 West Colfax Avenue, Dept. 601
 Denver, Colorado 80202

to the Consultant: Attn: George Tsiouvaras
 Tsiouvaras Simmons Holderness
 5690 DTC Blvd, Level 3, Ste 345W
 Greenwood Village, CO 80111

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

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

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

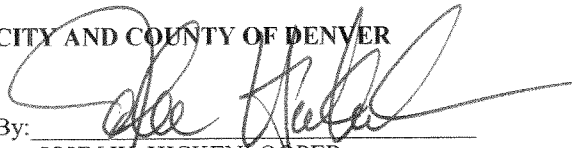
5.28 Counterparts of this Agreement: This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Design Consultant have executed this Agreement as of the day and year first above written.

ATTEST:

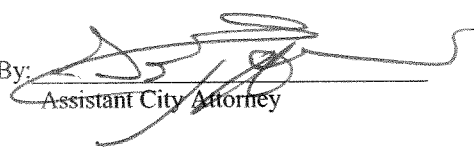
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk

CITY AND COUNTY OF DENVER

By: 
JOHN W. HICKENLOOPER,
Mayor

APPROVED AS TO FORM:

DAVID R. FINE,
City Attorney

By: 
Assistant City Attorney

RECOMMENDED AND APPROVED:

By: 
Manager of Public Works

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No: CE02011

By: _____
DENNIS GALLAGHER
Auditor

TSIOUVARAS SIMMONS HOLDERNESS

Tax I.D. No. 35-2248761

By: 

Title: VICE PRESIDENT

"DESIGN CONSULTANT"

EXHIBIT A

Scope of Services

for

PROFESSIONAL ENGINEERING SERVICES

for

**RECONSTRUCTION OF FEDERAL BOULEVARD
5TH AVE. TO HOWARD PLACE**

Project: PK00310_001

Contract Control Number: CE02011

Date: November 8, 2010

PROJECT SCOPE OF WORK AND TASKS

The Design Consultant will be required to review all existing documentation (including the PEL) and field conditions. The Design Consultant will be required to provide continuous Public Involvement services, including Public Outreach and Meetings, and continuous coordination with adjacent projects, FHWA, CDOT, RTD, various City Agencies and other agencies, neighborhood associations, members of the public, and all other interested parties throughout the Design and Bidding Phases of the project. The Design Consultant will be required to communicate with all parties regarding project functions, design, schedules, and other requirements. The entire project will be completed in **English units**. The Design Consultant shall provide services to document all phases of design and of the project.

Note regarding Scope of Work for the Design Consultant: work that has already been completed as part of the PEL may be used to meet some of the requirements of the Scope of Work if the City is in agreement that the work done as part of the PEL is adequate.

The scope of work and associated fees has been developed based on a 10 month design schedule with all design serviced completed 10 months from notice to proceed.

A. Meetings

1. The City and the Design Consultant will meet periodically as required (typically at two-week intervals during the design phase of the project). Twenty meeting have been included based on a 10 month year design schedule. These Progress Meetings will be used to coordinate the work effort and resolve problems, and the meetings will be required throughout the duration of the design of the project. The meetings will review the following:
 - Recording meeting minutes by the Design Consultant.
 - Distribution of meeting minutes by the Design Consultant to those indicated by the City.
 - Activities completed since the last meeting.
 - A review of the project schedule and changes in the critical path.
 - Review of updated construction and project cost estimates.
 - Problems encountered.
 - Activities required by the next progress meeting.
 - Proposed solutions for unresolved issues and anticipated problems.
 - Information or items required from other agencies and discuss agency coordination.
 - Other required meetings are described in the following sections.

The Design Consultant's has included 5 meetings for the landscape architect sub consultant on our team to meet with City staff when necessary to review landscape, irrigation, planting design, maintenance with the appropriate City departments. The Design Consultant has time/cost included for attending up to three (3) coordination meetings in the preliminary design and final design phase for the landscape architect subconsultant. The Design Consultant's has time included to attend up to two (2) meetings in the preliminary design and final design phase for the irrigation subconsultant to attend meeting to address irrigation issues.

The Design Consultant will be required to organize and conduct public information meetings with the local neighborhoods, private and public agencies, individuals and owners adjacent to the project, and all other interested parties and members of the general public to discuss project issues, present the features of the project, accept input, etc. Notices for public information meetings will be sent by the Design Consultant from a list developed jointly with the City. Costs if any, for the meeting room and refreshments will be provided by the Design Consultant. The Design Consultant will provide the graphics and all displays, interpreters and materials in both

English and Spanish, handouts, and all other materials needed for the public presentations. It is anticipated that no more than 40 meetings will be held with individual property owners, neighborhood groups, and agencies.

2. The Design Consultant will be required to meet with utility agencies, property and business owners, and others directly affected by the project to identify likely impacts and discuss possible solutions. The Design Consultant's subconsultants providing landscaping and irrigation design services have not included time or cost for outside agency meetings or individual meetings with property owners.
3. Minutes of all project meetings shall be prepared by the Design Consultant and provided to the City Project Manager within one week of the actual meeting.

B. Review of Project Data and Other Requirements

1. The Design Consultant will review the prior work performed on the project by others. This includes the initial concept, applicable documents and requirements, all technical issues, and all project requirements by the City and/or CDOT. Any permits that will be required will be identified. A report identifying the results of the reviews shall be submitted to the City Project Manager within one week of the review.
2. The Design Consultant will obtain and review in its entirety the applicable Planning and Environmental Linkage Study (PEL) for Federal Boulevard from 5th Avenue to Howard Place which was completed in October of 2009. This PEL is available online at <http://denvergov.org/Infrastructure/FederalBoulevardPELStudy/tabid/434271/Default.aspx>. The Design Consultant shall review the PEL and ensure that all of the commitments within the PEL are implemented in the design package. This includes, but is not limited to, the following items:
 - New roadway plan, profile, and section, right-of-way impacts, Traffic and Traffic Report, Traffic Noise Impact Analysis, Air Quality Impact Analysis, Safety Assessment Report, Environmental Justice Evaluation Technical Report, Modified Phase I Environmental Site Assessment, Intensive Level Survey of Historic Buildings, hydraulics, hydrology, water quality, ecological assessment, floodplains, wetlands, 4f/6f, as well as threatened and endangered species, access requirements, utility considerations, hazardous materials, and cumulative and indirect impacts.
3. The City will provide the Design Consultant with an electronic copy of the topographic mapping (which was converted from an aerial) gathered as a part of the Planning Environmental Linkage Study. The Design Consultant will be responsible for review of the data provided and identifying supplemental survey needs to support the design requirements of the project.

Schedule – The Design Consultant will be required to develop and maintain a project schedule. This schedule is to be compatible with Microsoft Office Project 2003. An updated schedule will be provided at FIR and FOR.

4. Design Criteria – A list of relevant design criteria shall be prepared by the Design Consultant for the project based on AASHTO, MUTCD, City and County of Denver, CDOT, and Urban Drainage and Flood Control District Standards.

5. During the entire duration of the design and construction of this project, the Design Consultant shall continually maintain a primary public relations contact and coordination person. This person shall be responsible for communicating and resolving project issues with all individual property owners and users, Neighborhood Groups, the traveling public, and all other interested parties.

In addition, throughout the duration of design and construction of this project, the Design Consultant (but not necessarily the public relations contact and coordination person) must work closely with many parties to build a solid consensus for the project. These groups include, but are not limited to:

- Various City and County of Denver Agencies, as well as Denver City Council
 - Public and private utility organizations
 - Police and Fire Departments
 - Various Public Agencies, including FHWA, CDOT, DRCOG and RTD
 - Others as required
6. The Design Consultant shall coordinate with Denver Engineering division personnel in the Wastewater Management, Traffic Engineering Services, Survey, Policy/ Planning and Capital Projects Management Divisions regarding master planning, traffic signal, survey monumentation, and utility activities and issues that relate to this project. The Design Consultant shall provide research, engineering, and detailed drawings and specifications in accordance with the requirements of each division.

C. Preliminary Design

1. Field Survey – The City will provide the Design Consultant with an electronic copy of the topographic mapping (which was converted from an aerial) gathered as part of the PEL. The Design Consultant will be responsible for review of the data provided and for identifying supplemental survey needs to support the design requirements of the project. These requirements include:
 - a. Initiate the field surveys and mapping for the areas affected by the project. For these activities requiring work on land not controlled by the City, the Design Consultant will obtain the necessary written permission to enter the premises. This written permission is to include the names and telephone numbers of persons to contact should notification prior to entry be necessary. These written permissions are to apply to City personnel as well as Design Consultant personnel. Signed copies of written permission will be submitted to the City prior to entering private property for survey work. The Design Consultant will plan and provide any required traffic control for the survey, testing, or design process.
 - Depict topography, physical features and utilities on the base mapping along with existing right-of-way and property ownership. Initiate field survey and establish survey control. Prepare survey control map depicting locations of project monuments and of all found land monuments. All work of surveying and installation of monuments shall be in accordance with City requirements and applicable state statutes.
 - Locate all land monuments such as Primary Control monuments from which the Right of Way or any land boundary will be calculated, described or monumented including Public Land Survey System (PLSS), General Land Office (GLO), Bureau of Land Management (BLM), Mineral Survey (MS), Right of Way (ROW), property boundary, benchmarks, or easements. Perform diligent search within limits of roadway for all existing range points that, if found, shall require preservation during construction.

- Produce a planimetric base map of the project area. Features located will include, but not be limited to topography, located monumentation, physical features, existing right-of-way and property ownership, surface and subsurface features, utilities, irrigation ditches/conduits, lawn irrigation, signs, mailboxes, fences, driveways and/or curb cuts, curbs, sidewalks, other improvements, and edges of pavements (asphalt and concrete).
- Obtain utility location maps from the Utility Companies, which identify utility facility locations in the project area. The field survey will locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Underground utilities will be shown as marked by utility companies. Obtain invert elevations of manholes and vaults. Utility surveys will be accomplished within the ROW and project limits. Show the horizontal and vertical locations in the preliminary design plans and cross-sections. "Potholing" of utilities will be performed at critical locations. Design Consultant has included up to 50 potholes. No special fees for permits are anticipated or included. Conduct Utility Coordination meetings as needed.
- Locate culvert and/or storm sewer pipes and inlets. Determine invert elevations and manhole locations.

2. Traffic Engineering

- Obtain traffic counts from City records to develop the ESAL's for the design period. Supplemental vehicle classification counts may need to be conducted by the Design Consultant that includes percentage of trucks, directional split and turning movements. Design Consultant has not included any additional traffic counts in our fee or scope as the existing traffic count information is believed to be adequate to complete the design. Traffic patterns and requirements will be coordinated with the City Transportation Engineering Department.
- Prepare and provide preliminary permanent signing/pavement marking plans in accordance with the latest version of the MUTCD and City and County of Denver Standards.
- Prepare signal plans for 8th Ave, and 10th Ave. The Design Consultant will be required to coordinate the design and any interconnect with the Traffic Engineering Services department.
- Develop a Preliminary construction phasing plan which integrates the construction of all the project work elements into a practical and feasible sequence.
- Construction Traffic Control Plan – Develop a conceptual traffic control plan that is compatible with the construction phasing plan. Final design would indicate detours, and identify typical traffic control devices necessary to guide traffic through the construction area.
- Projection of future traffic volumes from the PEL will be used. Independent traffic projections are not anticipated to be any different than the PEL and are not included. Analyze the proposed project design with the traffic projection data and provide geometry recommendations for lanes and storage lengths.
- Prepare an Access Control Study in accordance with CDOT and City of Denver Requirements. Prepare all CDOT Form 138's (State Highway Access Permits), including Exhibits. The forms shall meet both Denver's and CDOT's requirements for access.
- Develop concepts for phasing construction of the project
- Develop concepts for maintenance of access to adjacent and affected properties during construction and for maintenance of traffic during the construction period.
- Inventory other existing traffic controls
- Determine preliminary locations of signal interconnect or other ITS infrastructure
- Provide preliminary lighting design in accordance with City requirements

Note: work already done as part of the PEL may be used to meet some of these requirements if agreed upon by the City Transportation Department

3. Preliminary Geotechnical Investigation and Pavement Design:
- Perform soils and pavement investigations, perform laboratory tests and provide preliminary pavement and foundation design recommendations. Design Consultant will take twenty to twenty-two (16 to 20) borings along the alignment of Federal Boulevard. Boring will be spaced approximately 500feet apart in accordance with the 2011 CDOT Pavement Design Manual. Two additional deeper borings will be taken where directed for the design of a low retaining wall or other structure.
 - Perform soil corrosivity testing (soluble sulfates, pH, chlorides, and electrical resistivity) and provide recommendations to mitigate corrosion concerns or sulfate related concrete problems.
 - Prepare a report summarizing all of the above tests, investigations, analyses, calculations and recommendations and submit to the City for acceptance. A Pavement Life Cycle Cost Analysis resulting in a Pavement Selection Report shall be produced by the Design Consultant.
 - Initiate and conduct activities necessary to obtain and Permits required for the project.

Design Report - Prepare a report summarizing all of the above tests, investigations, analyses, calculations and recommendations and submit to the City for acceptance.

4. Roadside Development:
- Coordinate proposed roadside development with City departments and in accordance with provisions within the PEL
 - Provide layouts in the preliminary design plans for landscaping, irrigation and street furnishings.
 - Refine layouts for pedestrian facilities, multi-use trails and other multimodal facilities. SI will study and present streetscape alternatives that focus on sense of place, alternative materials, maintenance, construction costs
 - The Design Consultant will complete an urban design framework plan on the project area- identifying opportunity areas for additional investment/development. Design imagery, existing site photos, and a plan diagram of the project site will be utilized in the discussion of feasibility of opportunity areas
 - The location, size, and desired improvement in the opportunity areas are unknown at this time. Therefore the scope/fee for preliminary design of opportunity areas is not included.

5. Right-of-way - Perform the following work under the immediate supervision of a PLS:
- Design Consultant will obtain existing deeds, street ordinances, subdivision plats, land survey plats, assessor's maps, monument records and Denver range point tie books necessary to evaluate the existing right of way limits along Federal from 7th Ave to Lakewood Gulch. Based on the record information obtained above and field survey done by Lund, preliminary right of way and ownership plans will be prepared. The preliminary right of way ownership plan will not show easements or encumbrances which may be reflected in the title commitments and is not based on actual boundary survey.
 - Coordinate with City staff (Division of Real Estate and other Divisions and Agencies) on right-of-way and easement requirements and agreements, and the scheduling of activities. Communicate and be able to explain to all interested parties why easements and takes, etc., are needed to accomplish the project goals.
 - Identify and confirm affected ownership from preliminary design plans.
 - Obtain assessor's map, locating project limits.
 - Make physical inspection of property. Note any physical evidence of easements, wells, ditches, ingress, and egress.
 - Check for latest subdivision plats and vacations of streets.
 - Determine ownerships and their property boundary locations.
 - Work with Denver's Division of Real Estate to obtain necessary Title Commitments for

ownership verification. Title Commitments will not be obtained by Design Consultant for the project at this time. They may be added to a future scope of work once funding for the right of way is determined.

- Legal descriptions and exhibits of temporary and permanent easements, partial takes, and full takes will not be provided by Design Consultant in this scope of work. They may be added in the future once funding for the right of way is determined.
- Does not include appraisals or making offers to property owners
- Prepare necessary Plan Sets, needed for a preliminary Right-of-Way Plan Review Meeting, and attend (and possibly conduct) the Right-of-Way Plan Review Meeting.

6. Roadway and Intersection Design:

- Coordinate efforts of other design activities as required.
- Draw a geometric layout (horizontal and vertical alignment). Check horizontal and vertical clearances against design criteria.
- Identify pertinent design features such as pavements, sidewalk, curb and gutter, and catch points. Identify permanent and temporary impacts to ROW, Utilities, etc.
- Compute preliminary quantities.
- Develop Preliminary plans for Roadway Design including plan and profile sheets (centerline, left, right flowline)
- Prepare Preliminary intersection layouts for the modifications to the existing intersections.
- Prepare Preliminary special details as necessary, including corner flowline profiles.
- Preliminary cross sections. Include ROW and easement limits, drainage facilities, and utilities
- Prepare Preliminary jointing plan for each intersection if concrete pavement is to be utilized.

7. Structural Design – any required structures, including retaining walls and drainage structures, shall be designed in accordance with AASHTO Specifications and with Denver and CDOT requirements. The extent of required structural design is unknown at this time. Design Consultant has included the design of one retaining wall and one special drainage structures.

8. Erosion Control- Develop Preliminary sediment and erosion control plans in accordance with the City and County of Denver’s policies and procedures for inclusion in the Preliminary Design Plans. Develop preliminary Stormwater Management Plans (SWMP Plans). The City of Denver and CDOT have differing requirements for erosion control plans. The Design Consultant will prepare the SWMP in a CDOT SWMP Notebook format and will cover project construction activities.

9. Drainage and Water Quality - The Design Consultant shall coordinate with Denver Engineering Division Personnel in the Infrastructure Planning and Programming, Capital Projects Management, and Wastewater Divisions regarding drainage and water quality issues that relate to this project, including data in the PEL, as well as master planning/drainage issues. The Design Consultant shall review existing drainage information and data. The Design Consultant shall provide engineering, and detailed drawings and specifications in accordance with the direction provided by the City. A preliminary drainage report is to be prepared by the Design Consultant which summarizes the criteria used and the results of the analysis. In addition to water quality requirements, it is anticipated that the Design Consultant will be required to design and detail a new storm drainage system capable of carrying the 5 year storm. Water quality requirements include construction of a water quality pond in accordance with CDOT and CCD Municipal Separate Storm Sewer System (MS4) requirements, as well as other water quality features, such as stormceptors. This task includes:

- Delineate Hydrologic Basins tributary to Federal
 - Determine imperviousness, time of concentration and flowrates for design storms.
 - Determine water quality capture volume for Federal.
 - Design storm sewer and water quality facilities so as not to cause cross-basin transfers of runoff.
 - Analyze the hydraulic capacity of Federal
 - Determine spreadwidths and depths for Federal and check compliance with City standards.
 - Layout and model the storm sewer system designed for the 5-year system and bringing Federal into compliance with the 100-year storm.
 - Preliminary sizing of water quality pond(s) and outlet structure(s) or underground vault(s)
 - Prepare preliminary plan and profile for storm sewer
 - Hydraulically size inlets
 - Identify any special structures
 - Prepare Preliminary Drainage and Water Quality Report
10. Utility Coordination and Support Services - Submit necessary information for the relocation or adjustment of all affected utilities to the City, and incorporate this information into the Plans and Specifications. The Design Consultant will attend coordination meetings with the affected utility companies. The Design Consultant will coordinate the processing of the required agreements with the utility companies. The Design Consultant will also be responsible for performing all of the support services needed to obtain Utility Agreements, and to prepare the Utility Contact List, Utility Specifications, and Utility Clearances. The City will provide the Design Consultant with an electronic copy of the existing utility mapping gathered as part of the Planning Environmental Linkage (PEL) Study. The mapping was comprised of known utilities in the corridor and transferred to the project datum using information available at the time of the PEL Study. The Design Consultant will be responsible for review of the data provided and identifying supplemental utility identification and coordination necessary to support final design of the project.
11. Construction Phasing Plan - Develop a construction-phasing plan which integrates the construction of all the project work elements into a practical and feasible sequence. Access to adjacent properties shall also be considered.
12. Hazardous Materials/ Environmental – Perform services as determined by the City Environmental Staff. Building on the work performed for the PEL, determine extent of soil contamination thru geotechnical and environmental testing and develop mitigation measures. Draft preliminary Materials Management Plan.

Design Consultant will review the CDOT Modified Environmental Site Assessment (MESA) that was completed as part of the PEL and an updated regulatory database. A site visit will also be conducted. Online assessor records will also be checked to confirm construction dates of buildings.. A draft MMP will be prepared during preliminary design and completed prior to the final design submittal.

MESA Review: The MESA completed in June 2009 for the PEL identified multiple properties with potential or recognized environmental conditions (RECs). Based on the MESA and the PEL, 16 properties will be wholly or partially acquired by Denver. An additional four properties are to be acquired as part of the U.S. 6/Federal interchange reconstruction, and additional ROW may be needed to accommodate this project. The MESA is expected to meet CDOT documentation requirements for Part B of the 128 form and CDOT approval of the ROW plans. In order to efficiently address any new hazardous materials issues, Design Consultant will compare the MESA to the new agency database ordered for the MMP preparation. Any major

changes will be summarized in a brief memo and the MESA Table 4 will be updated per the database results. The table update will also address any changes to recommendations so that the next steps for hazardous waste are clear as the project moves forward to ROW acquisition and construction.

Phase I & II Environmental Site Assessments are not included in the work at this time. Phase I ESA are only valid for 180 days from completion of the report. Because funding for the right of way acquisitions has not been secured the schedule for acquisitions is unknown

Asbestos Containing Materials and Lead-Based Paint: An asbestos-containing materials survey is required for all structures to be demolished as part of this project and must be completed as part of the CDPHE demolition permit. Additionally, a lead-based paint survey and regulated materials clearance survey are recommended for all structures to be demolished as part of this project. Since the project limits and property acquisitions have not yet been defined, an accurate scope for these surveys cannot be developed. Once the project limits and impacts have been defined, a full scope of services for these surveys will be prepared.

Historic Resources

An *Intensive Level Survey of Historic Buildings* was completed as part of the PEL. All buildings older than 50 years (constructed in 1958 or earlier) within the project's Area of Potential Effect (APE) were inventoried. Since several years have passed since completion of the PEL, the project area must be researched to identify any buildings constructed between 1959 and 1961. At this time, it is not expected that any additional properties older than 50 years occur in the APE, but this will be researched in conjunction with preparation of the MMP (based on online review of assessor records). If any buildings of this age occur in the project corridor, they would need to be inventoried and the report prepared for the PEL would need to be amended. Based on the results of the earlier survey, it is assumed that no properties eligible for the National Historic Register will be identified. Since an additional inventory is not expected to be required, it is not included in the Design Consultant's scope of services.

Biological Resources

Documentation of most biological resources was completed as part of the PEL, but a wetland delineation was not completed. Design Consultant will complete a U.S. Army Corp of Engineers (Corps) delineation for the project. The limits of any Waters of the US (WUS) and/or wetlands within the project area will be flagged for the surveyors and/or mapped using a GPS unit. The limits of WUS and/or wetlands will be provided to the City early in the project so that they are available during preliminary design. Design Consultant will document the wetland delineation in a letter to Denver and CDOT. The PEL is expected to be adequate documentation for other biological resources. A short letter of explanation will be prepared for CDOT in support of the Cat Ex.

At this time, impacts to WUS and/or wetlands are expected to be limited to a single new outfall to Weir Gulch and should not exceed 500 square feet/0.1 acre. Thus, a CDOT Wetland Finding would not be required. Design Consultant will prepare a letter of Notification to the Corps, prepare a letter in support of a Colorado Division of Wildlife (CDOW) Senate Bill 40 (SB 40) clearance, and coordinate wetland mitigation. If wetland impacts can be avoided, then mitigation will not be required.

12. Preparation for the Preliminary Design Review/Field Inspection Review Meeting (60% Review Meeting)

- Coordinate, complete and compile the plan and specification inputs from all relevant activities and project components, including, but not limited to: survey, materials and geotechnical, roadway, lighting, construction phasing and access during construction,

hydraulics/drainage/water quality, urban design, landscape architecture and roadside development, traffic, structures, utilities, hazardous materials/environmental, and right-of-way. Plans and Specifications shall be prepared in standard CDOT format.

- Prepare the preliminary cost estimate for the work described in the preliminary design plans based on estimated quantities.
 - The preliminary design plans will include title sheet, survey control sheet, typical sections, general notes, miscellaneous details, plan/profile sheets, structure general layout and typical section, landscaping plans, structures, construction phasing plans, storm sewer plans, water quality pond location and details, and ROW plans. The plan/profile sheets will include the following: existing topography, survey alignments, projected alignments, profile grades, ground line, existing ROW, preliminary drainage design notes, proposed signal and light locations, and existing utility locations. The Preliminary Design Plans shall be prepared in standard CDOT format.
 - Provide the following items with the preliminary design plans (Field Inspection Review Plans):
 - Preliminary earthwork (plotted cross sections at 50 foot intervals and critical points with roadway template and existing utility lines at known or estimated depths)
 - Proposed right-of-way
 - Geotechnical Investigation, pavement design, and foundation recommendation report.
 - Drainage Report including water quality items
 - Information regarding any required Permits
 - Typical full-size plan sheet scales will be as follows:
 - Plan and Profile: 1 inch = 20 feet
 - Intersections: 1 inch = 20 feet
 - The original sheets shall be 22 inches by 34 inches, and the maximum size of the content, including the border, shall be 20 inches by 31 inches.
 - Distribute the plans (half-size) to the City, utility companies and other stakeholders for review two (2) weeks prior to the preliminary design review meeting. The City will require thirty (30) sets of Plans and Specifications.
 - The plans will be reproduced by the Design Consultant.
 - Prepare a Preliminary Design Report that summarizes the contacts, project issues, correspondence, cost estimates, site photos, and proposed implementation/ phasing plan.
13. Preliminary Design Review Meeting (Field Inspection Review Meeting):
- Organize and conduct the Preliminary Design Review meeting.
 - Prepare Preliminary Design Review meeting minutes. Distribute minutes, approved by the City, as directed.
 - Resolve design questions raised in the Preliminary Design Review meeting in cooperation with the City. Document the decision and transmit the documentation to the City for approval.
 - Submit a list of all deviations from standard design criteria along with the written justification for each one. Obtain concurrence from affected agencies or utility companies.
 - Attend Right-of-Way Plan Review Meeting, as well as any separate meeting(s) with utility companies.
14. Post Preliminary Design Review Revisions – The Design Consultant shall complete revisions to the Preliminary Design documents to address comments made at the review meeting. A memo summarizing the actions taken on each comment is to be prepared and submitted to the City.
15. Preliminary Design Public Information Meeting – Design Consultant shall conduct a Public

Information Meeting (possibly an informal project open house) in the project neighborhood to inform area property and business owners of the project progress and project features, and to gather input and comments from attendees. Design Consultant shall prepare all necessary exhibits, handouts, etc., needed for the meeting, and Design Consultant shall fully document the results for City decision makers. The Design Consultant shall prepare all written materials (including the invitations) associated with the meeting in both Spanish and English, and the Design Consultant shall ensure that Spanish interpreters are available at the meetings.

D. Final Design

1. Traffic Engineering:

- Prepare and provide permanent signing/pavement marking plans in accordance with the latest version of the MUTCD, CDOT, and City and County of Denver Standards.
- Prepare Final plan sheets with existing roadway, edge-of-travel way (ETW), shoulder, signs, structures, and topography.
- Locate and place on the plans the required traffic controls (pavement markings, signs, signals, etc.)
- Prepare the “Tabulation of Signing Quantities”
- Prepare the “Tabulation of Pavement Markings” and pavement marking quantities
- Prepare Traffic Special Provisions
- Prepare signal plans at intersections designated within the project limits. The Design Consultant will be required to coordinate the design with the Traffic Engineering Services department.
- Prepare the Final traffic signal plans, inclusive of final traffic signal interconnect locations, pull boxes, and other ITS infrastructure.
- Prepare the “Tabulation of Signal Quantities”
- Prepare the Final traffic control plans- ensure that continuous access is provided to all adjacent and affected properties throughout the duration of construction, as well as the maintenance of traffic through the project.
- Estimate quantities.
- Finalize all CDOT Form 138’s (State Highway Access Permits), including Exhibits. The Forms shall meet both Denver’s and CDOT’s requirements for access

2. Final Geotechnical Investigation and Pavement Design:

- Finalize the Life Cycle Cost Analysis and Pavement Selection Report; Provide geotechnical investigation and final pavement design
- Finalize and provide structure foundation recommendations.
- Complete permits.

Design Report - Prepare a report summarizing all of the above tests, investigations, analyses, calculations and recommendations and submit to the City for acceptance.

3. Roadside Development:

11. Finalize the development of roadside features.
12. Continue to coordinate proposed roadside development with City departments
13. Provide layouts in the design plans for landscaping, irrigation and street furnishings.
14. Refine layouts for pedestrian facilities, multi-use trails and other multimodal facilities.
15. Scope/fee for opportunity area development in the Final Design Submittal is not included in this proposal.

4. Right-of-way - Perform the following work under the immediate supervision of a Professional Land Surveyor (PLS):

Coordinate with City staff (Division of Real Estate) on right-of-way and easement

requirements, preparation of right-of-way plans, , the scheduling of activities, and other items described in the “Preliminary Design” Section of this RFP. The Design Consultant will not attend Hearings for Immediate Possession in this phase.

5. Roadway and Intersection Design:
 - Update the roadway design to reflect the decisions made since the preliminary design review meeting.
 - Prepare intersection layouts for the modifications to the existing intersections.
 - Prepare special details
 - Finalize cross sections. Include ROW and easement limits, drainage facilities, and utilities. Label stations, offsets, and elevations of all break points.
 - Finalize jointing plan if applicable
 - Compute quantities.
6. Structural Design – Finalize all design and details of any required structures, and provide design documentation, details, notes, and computer data. Conduct an independent check of the design, quantities and details.
7. Utility Coordination and Support Services - Submit necessary information for the relocation or adjustment of affected utilities to the City, and incorporate this information into the Plans and Specifications. The Design Consultant will coordinate the processing of the required agreements. The Design Consultant will attend coordination meetings with the affected utility companies. The Design Consultant will also be responsible for performing all of the support services needed to obtain Utility Agreements, and to prepare a Utility Contact List, Utility Specifications, and Utility Clearances. The Design Consultant will prepare, distribute and coordinate all utility clearance letters.
 - Prepare the final utility plans following the resolution of the Preliminary Design Review comments and the completion of the final hydraulic design. The final utility plans shall include:
 - Title Sheet
 - Typical section
 - Plan and profile sheets
 - Drainage plans
 - Cross sections
 - Any other details which would indicate possible utility conflicts
 - Add the new or revised utility locations to the plan topography. Add appropriate pay items and specifications, if required, to adjust utilities.
8. Lighting – Develop and coordinate the lighting design with the utility agency. Prepare lighting plans that includes the power source location, light standard and luminaire type, foundation details, and the size and location of electrical conduit. Development, design and detailing of custom luminaires are not included.

9. Construction Traffic Control Plan - Develop a traffic control plan that is compatible with the construction phasing plan. The plan should indicate detours, and identify traffic control devices necessary to guide traffic through the construction area. The Construction Traffic Control Plans shall also show the construction phasing of the project, as well as how access will be maintained during construction to properties adjacent to the project.

10. Hazardous Materials/ Environmental – Perform services as determined by the City Environmental Staff. Finalize mitigation designs for the soil or other contamination. Prepare a Materials Management Plan. See preliminary scope.

11. Drainage and Water Quality - The Design Consultant shall coordinate with Denver Engineering Division Personnel in the Infrastructure Planning and Programming, Capital Projects Management, and Wastewater Divisions, and other Public Utilities regarding master planning and drainage activities and issues that relate to this project. Update the design to reflect decisions made since the preliminary plan review and prepare a final drainage report summarizing the design. Final details of Water Quality Facilities which comply with CDOT and CCD Municipal Separate Storm Sewer System (MS4) requirements shall be included. This task includes:
 - Redelineation of on-street basins due to changed inlet locations
 - Determine flowrates for redelineated basins
 - Finalize design of storm sewer and water quality facilities.
 - Check spreadwidths and depths on Federal for compliance with City standards
 - Final layout and model the storm sewer system designed for the 5-year system and bringing Federal into compliance with the 100-year storm.
 - Finalize sizing of water quality pond(s) and outlet structure(s) or underground vault(s)
 - Finalize grading/details for water quality features
 - Prepare final plan and profile for storm sewer
 - Identify any special structures
 - Prepare Final Drainage and Water Quality Report
 -

12. Erosion Control:
 - Develop Final sediment and erosion control plans
 - Prepare Final Stormwater Management Plan (SWMP) in accordance with the City and County of Denver and other relevant agency's policies and procedures.
 - Estimate quantities
 - The Design Consultant will prepare applications and apply for both a City of Denver Construction Activities Stormwater Discharge Permit (CASDP) (based on the Construction Activities Stormwater Management Plan (CASMP)) and a Colorado Discharge Permit System General Permit for Construction Activity (CDPS-SCP) from the Colorado Department of Public Health and Environment (CDPHE). The Design Consultant will pay for any application fees associated with these permits. Any dewatering activities needed during construction that require a dewatering permit are not included and are assumed to be obtained by the Contractor.

13. Permits and Clearances – Design Consultant shall prepare and submit information necessary for all known permits and clearances required by the project. The permits included in Design Consultant's scope and fees are those specifically identified and detailed in the other sections of this RFP.

14. Preparation for the Final Design Review/Final Office Review Meeting:
- Coordinate, complete and compile the plan and specification inputs from all relevant activities and project components, including, but not limited to: survey, materials and geotechnical, roadway, erosion control, lighting, construction phasing and access during construction, hydraulics/drainage/water quality, urban design, landscape architecture and roadside development, traffic, structures, utilities, hazardous materials/environmental, and right-of-way. The Plans and Specifications shall be prepared in Standard CDOT format.
 - Prepare the Engineer's Estimate of Probable Construction Costs for the work described in the design plans based on estimated quantities.
 - The design plans will include title sheet, survey control sheet, typical sections, general notes, summary of quantities, miscellaneous details, plan/profile sheets, structure plans erosion control plans, signal plans, permanent signing and striping plans, lighting plans, landscaping plans, construction traffic control plans and Right-of-Way Plans and Ownership Map. The plan/profile sheets will include the following: existing topography, survey alignments, projected alignments, profile grades, ground line, existing ROW, preliminary drainage design notes, existing utility locations, and construction phasing plan.
 - Provide the following items with the final design plans
 - Earthwork (plotted cross sections at 50 foot intervals and critical points with roadway template and existing utility lines at known or estimated depths)
 - Proposed right-of-way
 - Soil profile and stabilization data
 - Drainage report
 - Permits clearances and agreements
 - Typical full-size plan sheet scales will be as follows:
 - Plan and Profile: 1 inch = 20 feet
 - Intersection: 1 inch = 20 feet
 - The original sheets shall be 22 inches by 34 inches, and the maximum size of the content, including the border, shall be 20 inches by 31 inches.
 - Prepare technical specifications and Project Special Provisions, including those that are unique to the project, and include those that are for items that are not adequately covered by standard specifications for construction by the City and County of Denver or CDOT.
 - Distribute the plans (half-size) and technical specifications to the City, utility companies and other stakeholders for review two (2) weeks prior to the design review meeting.
 - The plans and technical specifications will be reproduced by the Design Consultant.

Final Design Plans General:

- Coordinate, complete and compile the plan inputs from other activities: materials, hydraulics, landscape architecture, traffic, and right-of-way.
- Calculate plan quantities and prepare the tabulations and Summary of Quantities sheets for inclusion in the Final Design Plans.
- Address specific concerns of adjacent property owners, City Council, stakeholders, etc.
- The Final design plans will include title sheet, standard plans list, survey control and monumentation inventory sheets, typical sections, general notes, summary of quantities, plan/profile sheets, special details, structures, erosion control plans, signal plans, traffic control plans and details, utility location/ relocation plans, permanent signing and striping plans, construction traffic control and phasing plans, concrete jointing plans, lighting and landscaping/ irrigation reconstruction plans (as applicable), ROW plans, and miscellaneous details. The plan/profile sheets will include the following: existing topography, survey alignments, projected alignments, profile grades, ground line, existing ROW, preliminary drainage design notes, and existing/ proposed utility locations. The

- Plans shall be prepared in Standard CDOT format.
- Provide the following items with the final design plans
 - -Earthwork (plotted cross sections at 50 foot intervals and critical points with roadway template and existing utility lines at known or estimated depths)
 - -Proposed right-of-way
 - -Soil profile and stabilization data
 - -Drainage report (if required)
 - -Stormwater Management Plan (SWMP)
 - -Permit clearances and agreements
- Typical full-size plan sheet scales will be as follows:
 - -Plan and Profile: 1 inch = 20 feet
 - -The original sheets shall be 24 inches by 36 inches
- Prepare quantities and a cost estimate for the work described in the design plans based on estimated quantities.
- Prepare technical specifications and Project Special Provisions unique to the project for items that are not adequately covered by standard specifications for construction by the City and County of Denver or CDOT.
- Distribute the Final Design Plans (half-size), Project Special Provisions, technical specifications, and all Final studies/ plans/ attachments to the City, utility companies and other stakeholders for review two (2) weeks prior to the final design review meeting. The plans and all attachments will be reproduced by the Design Consultant. The City will require thirty (30) copies of the Plans and Specifications.

15. Final Design Review Meeting:

- Organize and conduct the Design Review meeting.
- Prepare Design Review meeting minutes. Distribute minutes, approved by the City, as directed.
- Resolve design questions raised in the Final Design Review meeting in cooperation with the City. Document the decision and transmit the documentation to the City for approval.
- Submit a list of all variations and deviations from standard design criteria along with the written justification for each one. Obtain concurrence from affected agencies or utility companies.

16. Construction Contract Documents (100% Level):

- Revise the plans, specifications, and final studies to reflect the decisions made at and comments received by the Final Design Review meeting. A memo summarizing the actions taken on each comment is to be prepared and submitted to the City.
- Prepare and submit electronic (Microsoft Word format) version of the Final Construction technical specifications which include all the necessary forms, attachments and details required by the Contractor at the time of bidding.
- Prepare and submit two copies of a Design Notebook that includes all calculations, estimates, alignment and cross section reports, meeting minutes, design decisions, agreements, permits and approvals.
- Distribute thirty (30) hard copies of the Final construction plans (half-size) and specifications to the City.
- Provide electronic files of the Final signed/ sealed Construction Drawings (PDF and AutoCAD). Include configuration and plot style files.
- Provide electronic files of geometry data, and signed/ sealed studies, quantity & cost calculations, design calculations, technical specifications, and reports.
- Assist with preparation of the Construction Contract Documents which include all the necessary forms and details required by the Contractor at the time of bidding.
- Design Package – Submit bound copies of all project correspondence, meeting minutes, calculations, final reports, agreements, and clearances,

- Provide electronic files of the Construction Drawings (PDF and AutoCAD). Include configuration and plot style files.
 - Provide electronic files of geometry data, quantity calculations, design calculations, technical specifications, and reports.
17. Final Design Public Information Meeting – Design Consultant shall conduct a Public Information Meeting (possibly an informal project open house) in the project neighborhood to inform area property and business owners of the project progress and project features, and to gather input and comments from attendees. Design Consultant shall prepare all necessary exhibits, handouts, etc., needed for the meeting, and Design Consultant shall fully document the results for City decision makers. The Design Consultant shall prepare all written materials (including the invitations) associated with the meeting in both Spanish and English, and the Design Consultant shall ensure that Spanish interpreters are available at the meetings.
18. Record plan sets - Three (3) record plan sets for final design of roadways and structures will be produced which shall bear the seal and signature of the responsible Design Consultant Engineer on each sheet. One (1) set shall be retained by the Design Consultant for three (3) years. One (1) set shall be submitted by the City to CDOT. The third set shall be retained by the City.

E. Services during Bid Phase and Services during Construction

The Design Consultant will provide services during the Bid Phase and during construction. Services during construction will consist of, at a minimum, shop drawing review and approval, plan interpretation and answering questions, re-design if necessary, attendance of weekly construction progress meetings, and assistance with Change Order analysis and review. However, the Design Consultant’s scope of services during the construction phase may include services up to and including full construction management, inspection, and materials testing services. Work in this Phase may be added as needed.

1. Answering Questions and Assistance with Preparation of Addendums
The Design Consultant will answer technical questions and provide clarifications during the Bid Phase. The Design Consultant will also assist the City with preparation of any Addendums by providing design services and plan and quantity revisions, if necessary, as well as exhibits needed in the Addendums.
2. Pre-Bid Meeting:
The Design Consultant will attend the pre-bid meeting and site visit (if held) to respond to inquiries and requests for information by prospective bidders. The Design Consultant will present and describe the project at the Meeting. The Design Consultant will also prepare drawings and exhibits to be used at the Pre-Bid Meeting.
3. Bid Evaluation and Assistance:
 - The Design Consultant will assist the City in preparing written responses or addendum material as required.
 - The City shall distribute such responses and addenda to prospective bidders.
 - The Design Consultant will assist the City in reviewing, checking, evaluating and tabulating bids.
 - The Design Consultant will advise the City on the acceptability of substitutions of materials, equipment or construction methods suggested by prospective bidders prior to bid opening.
4. Services during Construction:
 - Design Consultant will attend the Pre-Construction meeting.

- Promptly provide periodic observations of construction progress to assure work is in conformance with the intent of the construction documents. Attend construction progress meetings (at least weekly).
- Review and approve shop drawings, colors, material submittals and other items as requested.
- Provide clarification of design details as requested.
- Evaluate and prepare contract modifications or change orders as necessary.
- Submit typewritten reports identifying activities in progress or actions taken while making periodic site observations during the construction period.
- The Design Consultant will also identify any special activities for this phase which might require additional work effort and the estimated expense.
- The Design Consultant will prepare “as-built” drawings. Produce two (2) record plan sets for final construction of roadways and structures which bear the seal and signature of the responsible Colorado Registered Professional Engineer on each sheet. One (1) set shall be retained by the Design Consultant for three (3) years. The other set shall be submitted to the City.
- Note: the Design Consultant’s scope of services during the construction phase may include services up to and including full construction management, inspection, and materials testing services.

5. Construction Materials Testing Services:

- All Materials Testing services to be performed under the supervision of a licensed Professional Engineer
- Attend initial project meeting, Pre-Construction meeting, and weekly construction meetings as deemed necessary.
- Provide review of contractor mix design & material submittals as requested.
- Provide an engineering technician on an as needed (part time or full time as needed) to sample, test and document all materials generated and produced on the project. The technician will be equipped with adequate equipment to provide the testing including nuclear moisture-density gauges and concrete air meters and slump cones.
- Scheduling of the planned work will be on a daily basis through the CONTRACTOR’S designated Superintendent. Technician time spent on the site will also be coordinated with the Superintendent.
- Submit field logs on a daily basis to the Project Engineer. The field logs will include field tests and results and sample collection for laboratory testing., The Project Engineer will also be contacted on a daily basis for sample test non-compliance.
- Perform laboratory testing on the samples obtained in the field. The laboratory testing will be performed at the Geotechnical Engineer’s laboratory facility or in a Field Laboratory (if applicable).
- The collection of samples, field testing, and laboratory testing shall be based on the minimum sampling and testing requirements outlined in the Project Special Provisions as well as the 2009 CDOT Field Materials Manual. The technician will review project quantities on a weekly basis to ensure that sufficient tests have been performed for all material placed to date on the project. Based on the bid quantities provided, the minimum materials sampling and testing requirements shall be provided.
- Test results and observations shall be documented on the appropriate forms. The test date shall be reviewed and approved by a Professional Engineer registered in the state of Colorado.
- Provide a Final Materials Documentation report upon completion of the Project that is stamped and signed by a Professional Engineer registered in the State of Colorado. The Final Submittal shall fulfill all of CDOT’s requirements found in the CDOT Materials Manual. All applicable CDOT Forms and related test results shall be completed by the Design Consultant and included in the final Manual, including Independent Assurance

Testing Items, Material's Certifications, all Specification Requirements, etc.

Exhibit B
Key Personnel

Employee Name	Position
George Tsiouvaras	Principal
Randal Lapsley	Project Manager
Robert Marusin	Quality Assurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2010

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 Van Gilder Insurance Corp. 1515 Wynkoop, Suite 200 Denver CO 80202	CONTACT NAME: Mable Griest	
	PHONE (A/C, No, Ext): 303-837-8500	FAX (A/C, No): 303-831-5295
E-MAIL ADDRESS: mgriest@vgic.com		
PRODUCER CUSTOMER ID #: TSISIM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tsiouvaras Simmons Holderness, Inc. dba: TSH Engineering, Inc. 5690 DTC Blvd., Level 3, Suite 345 W. Greenwood Village CO 80111	INSURER A: Hartford Insurance Company 0	
	INSURER B: Hartford Insurance (Service Ce 0	
	INSURER C: Hudson Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 603700480 **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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			34SBWPG4538	4/1/2010	4/1/2011	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	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		\$
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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			34URCIS5483	4/1/2010	4/1/2011	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$		
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	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			34SBWPG4538	4/1/2010	4/1/2011	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$4,000,000	AGGREGATE	\$4,000,000		\$		\$						
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AGGREGATE	\$4,000,000																				
	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			34WBGPL7719	4/1/2010	4/1/2011	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td><input type="checkbox"/> OTHER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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C	Professional Liability Claims Made			AEE7131805	4/1/2010	4/1/2011	<table border="1"> <tr><td>Per Claim</td><td>\$2,000,000</td></tr> <tr><td>Annual Aggregate</td><td>\$2,000,000</td></tr> </table>	Per Claim	\$2,000,000	Annual Aggregate	\$2,000,000										
Per Claim	\$2,000,000																				
Annual Aggregate	\$2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy and the Business Auto Liability policy.

CERTIFICATE HOLDER City and County of Denver Attn: Manager of Public Works 201 West Colfax Avenue, Dept. 601 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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