

SECOND AMENDATORY DESIGN SERVICES AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CH2M HILL, INC.**, a Delaware Corporation, doing business at 9191 S. Jamaica St., Englewood, CO 80112, United States (the “Design Consultant” or “Consultant”), jointly “the Parties”.

RECITALS:

WHEREAS, the City and the Design Consultant entered into a contract October 12, 2011 and an Amendatory Agreement dated February 8, 2012, (together, the “Agreement”);

WHEREAS, the City and the Design Consultant desire to amend the Agreement to implement Phase III which will provide preliminary engineering, project procurement and support services during design and construction;

NOW THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, the parties agree as follows:

1. All references to “...Exhibit A and A-1” in the existing Agreement shall be amended to read: “Exhibit A, A-1 and A-2, as applicable...” Scope of Work and Cost Estimate, Exhibit A-2, attached to this Second Amendatory Agreement is incorporated herein by reference.

2. All references to “...Exhibit B and B-1” in the existing Agreement shall be amended to read: “Exhibit B, B-1 and B-2, as applicable...” The Key Personnel Rate Schedule, Exhibit B-2, attached to this Second Amendatory Agreement is incorporated herein by reference.

3. Paragraph 3.01(c) of the Agreement, entitled “**Fee for Phase III basic services:**”, is hereby deleted in its entirety and replaced with:

“(c) **Fee for Phase III basic services:** The City agrees to pay the Design Consultant, as full compensation for all Phase III basic services rendered hereunder, a fee not to exceed **THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND FIVE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$3,713,516.00)**, in accordance with the billing rates and project budget stated in *Exhibit A-2*.”

4. Paragraph 3.02 of the Agreement, entitled "Reimbursable Expenses."

is hereby deleted in its entirety and replaced with:

"3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in *Exhibit A, A-1 and A-2* or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses is **ONE HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED TWENTY ONE AND 00/100 DOLLARS (\$147,721.00)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly."

5. Paragraph 3.03 of the Agreement, entitled "Additional Services."

is hereby deleted in its entirety and replaced with:

"3.03. Additional Services. If pre-approved by the City's project manager, the Design Consultant performs additional services identified in *Exhibits A-1 and A-2*, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. No Additional Services are currently anticipated for Phase I. The maximum amount to be paid by the City for additional services under this contract for Phase III is **ONE MILLION THREE HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS (\$1,357,138.00).**"

6. Paragraph 3.05 (a) of the Agreement, entitled "Maximum Contract Amount.", is

hereby deleted in its entirety and replaced with:

"3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX MILLION TWO HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY-SIX AND 00/100 DOLLARS (\$6,201,186.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in *Exhibit A, Exhibit A-1 and A-2*. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

7. Paragraph 4.01 of the Agreement, entitled "Term.", is hereby deleted in its entirety and replaced with:

"4.01 Term. The term of this Agreement shall commence on October 12, 2011 and expire on December 31, 2016, unless sooner terminated, upon final completion of the Project."

8. Paragraph 5.10 of the Agreement, entitled "Contract Documents: Order of Precedence." is hereby deleted in its entirety and replaced with:

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

Exhibit A	Scope of Work
Exhibit A-1	Scope of Work and Cost Estimate
Exhibit A-2	Scope of Work and Cost Estimate
Exhibit B	Key Personnel
Exhibit B-1	Key Personnel Rate Schedule
Exhibit B-2	Key Personnel Rate Schedule
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 attachment, 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 A-1
- Exhibit A-2
- Exhibit B
- Exhibit B-1
- Exhibit B-2
- Exhibit C"

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PWADM-201102842-02

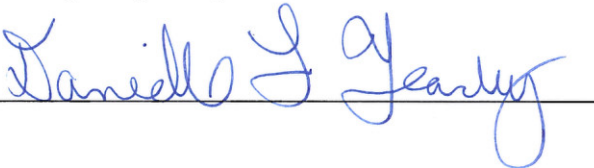
Contractor Name: CH2M HILL INC

By: 

Name: Bill Lang
(please print)

Title: Vice President, Transportation
(please print)

ATTEST: [if required]

By: 

Name: Danielle Yearsley
(please print)

Title: Transportation Operations Manager
(please print)



EXHIBIT A - 2
SCOPE OF WORK AND COST ESTIMATE



CH2M HILL
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 Englewood, CO 80112-5946
 P.O. Box 241325
 Denver, CO 80224-9325
Tel 720.286.5137
Fax 720.286.9737

May 7, 2012

Tykus R. Holloway, PE, AICP
 Denver Public Works – Policy and Planning
 201 West Colfax Avenue, Dept 509
 Denver, CO 80202

Subject: Scope and Fee
 Phase III Peoria Street Railroad Grade Separation Project (Contract No. 2011-8004)

Dear Tykus,

Attached is the scope and cost estimate for the Phase III of the Peoria Railroad Grade Separation Project, which includes professional services required to take this project through construction, including ongoing project management (Task 1) completing preliminary engineering (Task 2), preparation of design-build procurement documents (Task 3), support services during construction (Task 4), and other tasks as needed and authorized (Task 5). The contract authorizes Tasks 1 through 3; Tasks 4 and 5 are included as authorized and needed depending on project needs and progress and require pre-approval from the City and County of Denver. The total authorized amount (Tasks 1-3) of \$712,594 includes \$635,739 in labor and \$76,855 in reimbursable expenses. The total amount for Tasks 4 and 5 (if authorized and needed) is \$3,000,922 bringing the total Phase III contract value to \$3,713,516. The disadvantaged business enterprise (DBE) percentage for this phase of the contract is 30.6 percent, exceeding our overall contract goal of 30 percent.

LABOR SUMMARY				EXPENSES SUMMARY	
FIRM	LABOR (\$)	DBE Goal	DBE Actual	TYPE	COST
CH2M HILL	\$2,524,577	n/a	n/a	Expenses for Authorized Tasks***	\$63,574
Apex	\$12,852	5%	0.4%	Subconsultant Mark-up for Authorized Tasks	\$13,281
Goodbee	\$363,740	5%	10.0%		
HC Peck	\$287,560	5%	7.9%		
Pinyon	\$242,400	5%	6.7%		
Rocksol	\$11,772	5%	0.3%		
Lund	\$5,000	5%	0.1%		
Civil Technology	\$188,760	0%	5.2%		
Labor Total	\$3,636,661*	30%	30.6%**	Total Expenses	\$76,855

*Includes \$3,000,922 for Tasks 4 and 5 (if authorized and needed)

**Includes DBE percentage of the Phase III Scope of Work

***Expenses for authorized tasks including, but not limited to, bulk postage, photocopies, local mileage, parking, misc., etc.

Three attachments are included: Exhibit A – Scope of Work and Cost Estimate, Exhibit B – Rate Schedule, and Exhibit C – Insurance Certificate. Exhibit B has been expanded to provide rates for additional design and construction staff. Exhibit C is identical to those submitted under Phases I and II of this contract.

Sincerely,
 CH2M.HILL, Inc.

Bill Lang
 Transportation Vice President

Scope of Work

*Phase III Preliminary Engineering/Project
Procurement/Support Services during Design
and Construction*

Peoria Street Railroad Grade Separation

Project Control No.: 2011-8004

Prepared for:

Department of Public Works, City and County of Denver

In cooperation with

City of Aurora and Regional Transportation District

Prepared by:

CH2MHILL, Inc.

9191 S. Jamaica Street
Englewood, Colorado 80112

MAY 7, 2012

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Introduction

Background

The City and County of Denver (CCD) has contracted with CH2M HILL, Inc. for initial scoping and project initiation services for the Peoria Grade Separation Environmental Assessment (EA) and conceptual engineering. The initial contract (Agreement 201102842), and Phase II contract between CH2M HILL, Inc. and the City and County of Denver (Phase I) was executed on October 15, 2011 and February 8, 2012, respectively. Tasks included in the Phase III SOW are summarized below:

- Project Management Activities through Phase III, including:
 - Meetings
 - Invoicing and project management activities
- Preliminary Engineering
 - FIR meeting preparation
 - Attendance at the FIR meeting
 - Revision to the Preliminary Plans as a result of the FIR meeting
 - Additional ROW activities
 - Updated project cost estimate
- Procurement Documents
 - Design Criteria
 - Selection Criteria
 - RFP Package
 - Responses to Requests for Information (RFIs) or Alternate Technical Concepts (ATCs) Meetings
 - Contract Documents Support
- Support Services during Design and Construction
 - Design during the final design of the project
 - Construction Oversight support during the construction of the project
- Additional Services

Organization of this Scope of Work

This SOW is presented under the following major tasks:

- Introduction
- Project Management and Communication
- Preliminary Engineering
- Procurement Documents
- Support Services during Design and Construction
- Additional Services

1.0 Project Management and Communication

Goals: Manage resources effectively and fulfill and exceed Project Sponsor expectations.

Project management (PM) and administration involves the daily activities needed to fulfill the goals of the project, including communication, progress reporting, quality assurance and DBE Mentoring.

1.1 Team Communication and Coordination

Project coordination and communication will be provided through:

- Weekly PM meetings, including opportunity for over-the-shoulder reviews
- Monthly Project Leadership Team (PLT) meetings
- Technical coordination meetings

1.1.1 Weekly Project Management Team Meetings

Due to the tight schedule constraints of this assignment, the Project Management Team (Project Sponsors and the Consultant) will meet weekly. Each meeting will have a tailored agenda, and meeting minutes will be prepared. These meetings will include interdisciplinary coordination as necessary. The meetings will be scheduled for one to two hours depending on the agenda. It is anticipated that over-the-shoulder reviews would occur as needed at weekly project management meetings.

1.1.2 Monthly Project Leadership Team Meetings

The Project Leadership Team will meet no more than monthly, in coordination with milestones. The Project Leadership Team is an agency working group that includes the Project Sponsors and other cooperating and participating agencies.

1.1.3 Technical Coordination Meetings

Meetings to coordinate technical activities between disciplines for the preparation of the final Preliminary plans and for the development of the technical section of the RFP will be scheduled on an as-needed basis. We anticipate the meetings will be on a weekly basis during the first month of this contract, and then taper down to a bi-weekly basis.

1.2 Progress Meetings and Reports

The Consultant shall be responsible for arranging and attending and/or conducting formal progress meetings to present the Monthly Progress Report. The Consultant shall prepare minutes of all meetings, with a complete typed copy furnished to the CCD Project Manager within five (5) working days after the meeting. When a definable task is identified and discussed in the meeting, that task shall be identified as an “Action Item” and assigned to a specific person to be responsible for its completion and a date as to when it will be completed. A running list of action items shall be prepared at each meeting. When an action item is complete it will be removed from the list. Any decisions made at these meetings shall also be documented in a “Decision Register” that shall be included in the Administrative Record.

1.2.1 Monthly Progress Reports and Invoices

The Consultant shall submit each month to the CCD Project Manager one color hard copy and one electronic copy of the Monthly Progress Report with its invoice.

The purpose of the progress status meeting is for the presentation of the following:

- Financial and schedule information, including detail of DBE utilization
- Work accomplished over the past 30 days
- Work planned for the upcoming 30 days
- Estimates to complete for active work tasks
- Key issues needing resolution
- Areas needing specific CCD policy guidance
- Consultant Report Card (feedback on performance)
- Status of approved Change Orders
- Change Orders needed or impending

1.2.2 Invoice Documents

The consultant shall prepare its invoices in the format required by the CCD.

1.2.3 Deliverables

The following deliverables shall be prepared and submitted to CCD:

- Agendas for all formal meetings
- Meeting Minutes for all meetings
- Monthly Progress Reports and Invoices

2.0 Preliminary Engineering

Goals: Complete the Preliminary Engineering Plans and Associated Documents to be included in the RFP Documents

The Phase II contract included advanced engineering tasks that would normally be included in preliminary engineering. Therefore, the remaining tasks left for preliminary engineering include FIR meeting preparation, attendance at the FIR meeting, revisions to the Preliminary Engineering Plans as a result of the FIR meeting, and updated project cost estimates.

In addition, this task will include outstanding ROW activities not included in the Phase II contract. These activities include, but not limited to, preparation of value findings, preparation of offer letters, negotiations with each owner, coordination of warrant requests, preparation of Acquisition Stage Relocation Plan, relocation determinations, etc.

3.0 Procurement Documents

Goal: To assist CCD in the development of the RFP documents and selection of the Design Build Contractor

The Phase II contract included the development of the RFQ documents along with initial coordination to develop the RFP documents. The RFP for the Peoria Crossing project will be developed using the procurement documents prepared by CCD for the Central Park Boulevard Interchange (CPBI) Design Build Project. The CPBI RFP issued August 20, 2009 will be used as models to prepare the RFP for the Peoria Crossing Project.

3.1 Design Criteria

The design criteria package will be developed for inclusion in the procurement documents. These criteria packages will be:

- **Project Goals**
Assist CCD and stakeholders with the definition of specific project goals for such issues as schedule, cost, quality, safety, affected party interaction, and public outreach.
- **Performance Criteria**

Performance criteria developed under separate tasks to address minimum performance requirements where standard specifications are not presently defined by CCD will be defined in the RFQ and RFP documents. These areas could include maintenance of traffic, drainage, roadway geometry, lighting, signing, and landscape/aesthetics.

- **Design Parameters**
Design parameters will identify specific design requirements such as roadway typical section, design speed, design storms, geotechnical information, structural criteria, etc.
- **Applicable Standard**
A comprehensive list of applicable standards will be compiled for inclusion in the RFP, (i.e. Standard Details, AASHTO, manuals of instruction).
- **Applicable Specifications**
Existing specifications will be revised to reflect Design Builders role in design oversight, and acceptance,
- **Design Deliverables**
A list of deliverables and format for the deliverables will be identified for inclusion in the RFP (preliminary design, final design, release for construction drawings, shop drawings, as-builts).

3.1.1 Deliverables

Draft and Final Design Criteria Memorandum

3.2 Selection Criteria

Facilitate discussions on applicable selection criteria. It is anticipated that the selection criteria will reflect a best value design/build delivery approach, and will be consistent with CCD procurement practices and Colorado State law. If conflicts exist with current procurement procedures or they do not apply directly to this design/build project, we will facilitate a discussion on how to modify procurement procedures in compliance with the law.

These selection criteria will be conveyed to submitters in the RFQ and RFP:

- **Evaluation Methodology for RFQ & RFP**
Preparation of an evaluation methodology memorandum that reflects the selection criteria established by CCD and the other stakeholders. The methodology will comply with current CCD procurement practices and Colorado State law.
- **QA/QC Program**
Development of a memorandum outlining different approaches to implementing a QA/QC program for the project. The memorandum will address the benefits and risks

associated with different approaches and what will be required to implement them in the contract specifications.

- **Permit Requirements**

Development of permit requirements and approval procedures memorandum. The memorandum will be used to outline the permit procedure requirements for the design/builder. This information will be incorporated into the RFP as an attachment.

- **Geotechnical Data**

Development of geotechnical information and requirements memorandum. The memorandum will be incorporated into the RFP as an attachment for information only or as part of the RFP, and will outline the geotechnical information available to the bidders. In addition to the geotechnical information supplied by the RFP, geotechnical requirements to be performed by the design/builder will be developed and presented in the Design Criteria section of the RFP.

- **Project Review/Acceptance Procedures**

Preparation of a memorandum that defines the project review and approval procedures to be performed by CCD and the other stakeholders during the course of project delivery to include both design and construction as well as project closeout procedures and requirements. This memorandum will be incorporated into the RFP.

- **Outreach Assistance**

Assist CCD with an outreach program to the design and contracting community, as well as the public at large.

- **Engineering Assistance**

Assist CCD with the development of the technical section of the RFP.

3.3 RFP Package

The RFP package will be issued to the short listed submitters. The RFP will incorporate the memoranda prepared for CCD. The RFP will be developed in close coordination with the CCD and the other stakeholders. Sections of the RFP will be issued in draft form for review. The final draft will be issued to the shortlisted firms for their comments. We will work with CCD to develop modifications to the standard provisions that may be required to implement the contract provisions. We will work with CCD and the other stakeholders to minimize the extent of the modifications, so that the short listed submitters will be more familiar with the contract provisions.

3.3.1 Deliverables

The following deliverables shall be prepared and submitted to CCD:

- Technical Memoranda on the following:
 - Evaluation criteria
 - QA/QC Program
 - Permit requirements
 - Geotechnical information
 - Contract requirements
 - Project review and acceptance procedures
 - Outreach assistance
 - Utility Matrix
- Evaluation criteria Draft and Final Design-Build RFP

3.4 Responses to Requests for Information (RFIs) or Alternate Technical Concepts (ATCs) Meetings

If CCD authorizes the use of the contracted cost allowance, we will be available to assist CCD in answering requests for information and attend confidential Alternative Technical Concept meetings between the submitters and CCD.

3.4.1 Deliverables

- Responses to short listed submitters comments on the RFP

3.5 Contract Documents

We will support the CCD and other stakeholders with their development of the Contract Documents. Contract Documents developed by CCD will be included in the Draft and Final RFP deliverables.

Jointly with CCD, we will develop a schedule for completion of the contract documents. All discussion related to contract terms and conditions will be lead by CCD staff with our input as requested by CCD.

4.0 Support Services during Design and Construction (if authorized and needed)

Goals: To provide Support Services during design and construction and work products that will assist CCD with the successful completion of the Peoria Grade Separation Project, meeting the quality, technical and safety requirements on time and within budget.

4.1 Extension of CCD Staff

The Consultant will function as an integral part of the CCD Project team and responsive to the needs of CCD and the Project Director. Project Oversight personnel (Design Oversight Manager, Construction Oversight Manager, Office Engineer/Project Controls, QA Inspectors, and Administrative Support) shall be located in DB contractor-provided field offices at the Peoria jobsite, and as necessary in the CCD central Project Office to facilitate communication and coordination between CCD's Project Director, the DB contractor, utility owners, and other interested stakeholders including but not limited to City of Aurora and agencies through whose jurisdiction the project will be constructed.

Examples of General Support Services during design and construction activities include:

1. Project Management Oversight of design-build (DB) contractor to include the following:
 - a. Design Phase - Independent Quality Assurance of DB contractor's design to ensure that the contract requirements and design criteria are met.
 - b. Construction Phase – Independent Quality Assurance to review DB contractor's Quality Control Plan and ensure QC measures are implemented.
2. Oversight of DB contractor site works:
 - a. Inspection Services
 - b. Field Engineering Services
 - c. Construction Quality Assurance oversight, including the coordination of independent testing and independent shop inspection
3. Support to CCD project management functions
 - a. Construction Coordination
 - b. Oversight of project safety program implementation
 - c. Coordination of Third-Party Agreement requirements

4.2 Project Management Oversight

4.2.1 Design Phase

The Consultant will provide independent Quality Assurance of the DB contractor's design to ensure contract requirements and design criteria are met.

- Coordinate design reviews with the CCD Project Director and related CCD departments and the DB contractor's design team
- Ensure that CCD requirements and requests are properly reflected in the design and construction documents.
- Provide cursory review of DB contractor's plans and specifications for constructability, completeness, clarity, lack of ambiguity, coordination, etc.
- Assist the CCD Project Director in coordinating with and obtaining all necessary design approvals from the relevant government jurisdiction(s), public agencies, community interest groups, etc.
- Update and expand the Master Schedule to include milestone activities for bidding or negotiation of DB construction contracts, design phases, permits and approvals, and major construction activities
- Report on activities which are on or behind schedule.
- Update Project Cost budgets.

4.2.2 Construction Phase

The Consultant will provide independent Quality Assurance to review the DB contractor's Quality Control Plan and ensure QC measures are implemented.

- Evaluate proposed DB contractor's Quality Control Plan, procedures and testing methods prior to use.
- Coordinate the construction, review and approval of mockup installations as required.
- Observe Work in progress for conformance with the DB contractor's plans, specifications, and Quality Control Plan and report defects and deficiencies.

4.3 Oversight of Design Build Contractor Site Works

4.3.1 Inspection Services

The Consultant will provide construction oversight and inspection services for the construction phase including, but not limited to, in-depth construction oversight by suitably qualified site representatives and field engineering personnel and other appropriate staff. Consultant staff shall:

- Monitor DB contractor execution of the construction works for compliance to approved construction drawings and specifications, keeping daily diaries and photos as necessary to maintain a contemporaneous record of the works.
- As necessary, inspect works and monitor DB contractor's implementation of its quality control program to ensure inspection and testing is completed as required by approved inspection & testing plan. Act in a timely fashion to promptly and appropriately resolve construction quality issues.
- Participate in off-site inspection and testing activities, including conduct of independent shop inspection, as may be requested by the CCD Project Director.
- Monitor and report on the DB contractor's conformance with contract requirements including quality of completed work, progress of work and; conformance with underlying laws, agreements, standards, codes and permits and supporting documents confirming such compliance.

4.4 Field Engineering Oversight Services

4.4.1 Construction Contract Administration

The Consultant shall support the CCD Project Director on contract administration activities. Responsibilities include a wide range of contract administration duties:

- Review DB contractor's work for conformance and compliance with the contract requirements.
- Attend and report on pre-construction and weekly progress meetings with the DB contractor.
- Participate in progress review meetings and support the preparation of progress, cost and project schedule reports.
- Interpret the technical requirements of the contract.
- Provide appropriate record of the acceptability of DB contractor work in conformance with approved construction drawings and specifications; provide notification of the rejection of work that does not conform to the contract.
- Participate in the review and processing of DB contractor and utility owner Monthly Pay Applications.
- Participate in review and acceptance of Record Drawings.
- Participate in tracking of DB contractor submittals and correspondence and in preparation of responses to them when requested.
- Draft, review, and distribute reports and correspondence.

4.4.2 Cost Control / Reporting

The Consultant will support the CCD Project Controls team who maintain the program cost reporting system that will provide timely data and detail to permit the CCD to control and adjust the project requirements and needs to complete assigned projects within the approved budget.

The Consultant shall participate in the identification of trends and recommend alternatives to CCD. The Consultant will support the preparation of monthly cost reports. The Consultant will monitor and report on force account work and incurred cost studies as requested.

4.4.3 Schedule Control / Reporting

The Consultant will support the CCD Project Controls team by supplying the necessary field data, reports, observations, etc. The Consultant shall participate in the identification of any actual or potential schedule variance/trends including identification of any inaccuracies in Contractor reporting. The Consultant shall provide input on DB contractor schedule submittals as requested by CCD. The Consultant shall support the preparation of monthly schedule and progress reports.

4.4.4 Estimating

When requested, the Consultant will prepare an independent check estimate for any significant CCD initiated Change Order, or provide input into the analysis and evaluation of a DB contractor

Change Request or Claim. When requested, the Consultant will also provide estimating assistance for change order and claims negotiations.

4.5 Support to CCD Project Management Functions

4.5.1 Construction Coordination

- Coordinate and monitor various project functions with the CCD Project Director, DB contractor, designers, engineers, project consultants, municipalities and other agencies.
- As directed by CCD, assist in resolution of coordination problems among construction contractors.
- Support implementation of the Project Community Outreach program, including DB contractor implementation of outreach activities.
- Monitor contractor implementation of approved traffic management activities, including traffic detours and signage.
- Participate in meetings to discuss construction details and resolve issues.

4.5.2 Safety Monitoring

- Monitor DB contractor performance and compliance with Construction Safety and Security Plan.
- Monitor the DB contractor safety and security program delivery, including DB contractor's applicable training as necessary.
- Act in a timely fashion to promptly and appropriately resolve construction safety and security issues under the Consultant's purview.
- Perform constructability reviews of contractor planned work operations, including review of Safe Work Plans, Job Hazard Analyses, Work Method Statements and similar working documents for assurance of compliance to safety requirements.
- Coordinate and monitor CCD and Consultant team safety and security program and training.
- Monitor the DB contractor efforts of testing, categorizing, and proper disposal of hazardous materials.
- Support project management oversight activities monitoring DB contractor implementation and compliance in accordance with the environmental mitigations.

4.5.3 Third Party Agreements

When and as requested, the Consultant will support the CCD Project Director in coordinating project activities compliance with agreements, and maintaining good working relationships with the following:

- Regulatory permitting agencies
- Cities and special districts along project routes
- Private Companies and property owners along project routes, including utility owners and RTD

5.0 Additional Services (if authorized and needed)

This SOW includes flexibility to add additional services and hold additional meetings as necessary to support the completion of Preliminary Engineering, development of the RFP, and support of project oversight during final design and construction. A more detailed scope of work will be developed at the time of service for each of the activities below. Some of the activities that could occur but are not specifically outlined in the above tasks include:

- Additional preliminary engineering design
- Additional engineering support to develop the technical sections of the RFP
- Public Involvement activities that may be required
- Additional Surveying activities that may be required
- Right-of-Way support activities during construction
- Environmental support activities during construction
- Utility coordination support for relocation of utilities before and during construction
- Additional support for project oversight during final design and construction
- Senior advisor for City processes and procedures during the development of the procurement documents, and for the design and construction of the project

Phase III Estimate

Task List	CH2M HILL	Apex	Rocksol	Peck	Pinyon	Goodbee	Lund	Civil Technology	Total
1.0 Project Management and Communication									
Continuing Agency Coordination (Assume 8 hours/week)	400								400
Weekly Project Management Meetings and meeting minutes (Assume 2 hours/week/person and 1 hr/week for meeting minutes)	240								240
Monthly Project Leadership Team Meetings (Assume 2 hours/week/person)	68								68
Technical Coordination Meetings and meeting minutes (Assume 2 hours/week/person and 1 hr/week for meeting minutes)	283								283
Monthly Progress Meetings/Invoices (Assume 2 hours/month)	20								20
Total Labor Hours (Task 1.0)	1011	0	0	0	0	0	0	0	1011
Total Labor Cost (Task 1.0)	\$173,015.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173,015.00
2.0 Preliminary Engineering									
Preparation of FIR Submittal	52								52
Attend FIR Meeting	48								48
FIR Meeting Minutes	8								8
Pick up FIR Comments and update preliminary documents and cost estimate	308								308
Submit Revised Preliminary Plan set	52								52
Additional ROW Activities	0			2270					2270
Total Labor Hours (Task 2.0)	468	0	0	2270	0	0	0	0	2738
Total Labor Cost (Task 2.0)	\$69,220.00	\$0.00	\$0.00	\$236,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$305,300.00
3.0 Procurement Documents - RFP Development									
Design Criteria	360	30	30			50			470
Selection Criteria	230	20	20			30			300
RFP Package	120	10	10			20			160
Responses to Requests for Information or ATC Meetings	60	8	8			8			84
Contract Documents	50								50
Total Labor Hours (Task 3.0)	820	68	68			108	0	0	1,064
Total Labor Cost (Task 3.0)	\$127,880.00	\$8,092.00	\$7,412.00	\$0.00	\$0.00	\$14,040.00	\$0.00	\$0.00	\$157,424.00
Total Labor Hours (Tasks 1-3)	2,299	68	68	2,270	0	108	0	0	4,813
Total Labor Costs (Tasks 1-3)	\$370,115.00	\$8,092.00	\$7,412.00	\$236,080.00	\$0.00	\$14,040.00	\$0.00	\$0.00	\$635,739.00
Expenses (Tasks 1-3) (Assume 10% Labor)									\$63,574.00
Subconsultant Mark-up									\$13,281.00
Total Cost Labor and Expenses (Tasks 1-3)									\$712,594.00
4.0 Support Services during Design and Construction									
Design Management Oversight	2140	40	40		40	40			2,300
Construction Management Oversight	2322								2,322
Oversight of Design Build Contractor Site Works	6040								6,040
Field Engineering Oversight Services	3200								3,200
Support to CCD Project Management Functions	1000								1,000
Total Labor Hours (Task 4.0)	14702	40	40	0	40	40	0	0	14,862
Total Labor Cost (Task 4.0)	\$1,843,910.00	\$4,760.00	\$4,360.00	\$0.00	\$4,800.00	\$5,200.00	\$0.00	\$0.00	\$1,863,030.00
5.0 Additional Services									
Additional Preliminary Engineering Design	396								396
Additional Engineering Support to develop Technical Sections of the RFP	512								512
Public Information Support Activities (Assume 40 hrs/month for 18 months)	792								792
Right-of-Way Support Activities	0			495					495
Environmental Support Activities	0				1980				1,980
Surveying Support Activities							50		50
Utility Coordination Support for Utility Relocations						2650			2,650
Additional Support for Project Oversight Activities	264								264
Senior advisor for City processes and procedures during the development of the procurement documents, and for the design and construction of the project.								1144	1,144
Total Labor Hours (Task 5.0)	1964	0	0	495	1980	2650	50	1144	8283
Total Labor Cost (Task 5.0)	\$310,552.00	\$0.00	\$0.00	\$51,480.00	\$237,600.00	\$344,500.00	\$5,000.00	\$188,760.00	\$1,137,892.00
Total Labor Hours (Tasks 4.0 and 5.0)	16666	40	40	495	2020	2690	50	1144	23,145
Total Labor Cost (Tasks 4.0 and 5.0)*	\$2,154,462.00	\$4,760.00	\$4,360.00	\$51,480.00	\$242,400.00	\$349,700.00	\$5,000.00	\$188,760.00	\$3,000,922.00
* Expenses to be determined at the time of services as more detailed SOW is developed.									
TOTAL LABOR (FEE FOR BASIC SERVICES)									\$2,498,769.00
DIRECT COST AND SUB MARKUP (REIMBURSABLE EXPENSES)									\$76,855.00
ADDITIONAL SERVICES									\$1,137,892.00
TOTAL COST (MAXIMUM CONTRACT AMOUNT)									\$3,713,516.00

Phase III Estimate

	PIC	Project Manager/Design Oversight Manager	Lead Roadway Engineer	Lead Structures Engineer	Lead Hydraulics Engineer	MOT Engineer	Environmental	CADD Technician	Administrative Support	DB RFP/RFQ	DB RFP/RFQ	Traffic	Geotechnical	ROW	Environmental	Utilities	Surveying	Senior Advisor for City Processes and Procedures	Construction Oversight Manager	Office Engr/ Project Controls	QA Inspector (Civil & Utilities)	QA Inspector (Structures)	Administrative Support			
	Don Ulrich	Michelle Pinkerton	Mark Lamutt	John Rohrer	Doug Stewart	Chris Angleman	Mandy Whorton	Brad Elert	Loretta LaRiviere	Bellfi Bellfi	Mark Keller	Apex	Rocksol	Peck	Pinyon	Goodbee	Lund	Civil Technology/Steve Ciggins	Becker	TBD	Brigham		TBD			
Task List																								Total		
1.0 Project Management and Communication																										
Continuing Agency Coordination (Assume 8 hours/week)	80	320																							400	
Weekly Project Management Meetings and meeting minutes (Assume 2 hours/week/person and 1 hr/week for meeting minutes)		120	20				20			80															240	
Monthly Project Leadership Team Meetings (Assume 2 hours/week/person)	20	20	4				4			20															68	
Technical Coordination Meetings and meeting minutes (Assume 2 hours/week/person and 1 hr/week for meeting minutes)		80	120			3				80															283	
Monthly Progress Meetings/Invoices (Assume 2 hours/month)		20																							20	
Total Labor Hours (Task 1.0)	100	560	144	0	3	0	24	0	0	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1011	
2.0 Preliminary Engineering																										
Preparation of FIR Submittal		8	24							20															52	
Attend FIR Meeting		8	8	8	8	8	8																		48	
FIR Meeting Minutes		4	4																							8
Pick up FIR Comments and update preliminary documents and cost estimate		8	80	40	40	40		100																		308
Submit Revised Preliminary Plan set		8	8	8	8	8		20																		52
Additional ROW Activities																										2270
Total Labor Hours (Task 2.0)	0	36	124	56	56	48	8	140	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2738	
3.0 Procurement Documents																										
Design Criteria		60	50	40	30	30	20		10	20	100	30	30													470
Selection Criteria		40	30	30	20	20	10		10	10	60	20	20													300
RFP Package		20	10	10	10	10	10		20	10	20	10	10													160
Responses to Requests for Information or ATC Meetings		8	8	8	8	8	4		8	8	8	8	8													84
Contract Documents									10	20	20															50
Total Labor Hours (Task 3.0)	0	128	98	88	68	68	44	0	50	68	208	68	68	0	0	108	0	0	0	0	0	0	0	0	1,064	
Total Labor Hours (Tasks 1-3)	100	724	306	144	127	116	76	140	50	248	208	68	68	2,270	0	108	0	0	0	0	0	0	0	0	4,813	
4.0 Support Services during Design and Construction																										
Design Management Oversight	40	1040	160	160	160	160	160		80	160	20	40	40												2,300	
Construction Management Oversight																				1482	520					2,222
Oversight of Design Build Contractor Site Works																				520		3120	2080			320
Field Engineering Oversight Services																				520	2080					6,040
Support to CCD Project Management Functions																				0	680					320
Total Labor Hours (Task 4.0)	40	1040	160	160	160	160	160	0	80	160	20	40	40	0	40	40	0	0	2522	3280	3120	2080	1560		14,862	
5.0 Additional Services																										
Additional Preliminary Engineering Design		44	88	88	88	88																				396
Additional Engineering Support to develop Technical Sections of the RFP	22	106	22	22	84	84	84		44	22	22															512
Public Information Support Activities (Assume 40 hrs/month for 18 months)							792																			792
Right of Way Support Activities													495													495
Environmental Support Activities														1880												1,980
Surveying Support Activities																2650	50									50
Utility Coordination Support for Utility Relocations																										2,650
Additional Support for Project Oversight Activities			22	88	44	44	44		22																	264
Senior advisor for City processes and procedures during the development of the procurement documents, and for the design and construction of the project.																				1144						1,144
Total Labor Hours (Task 5.0)	22	150	132	198	216	216	920	0	66	22	22	0	0	495	1880	2650	50		1144	0	0	0	0		8283	
Total Labor Hours (Tasks 4.0 and 5.0)	62	1190	292	358	376	376	1080	0	146	182	42	40	40	495	2020	2690	50		1144	2522	3280	3120	2080	1560	23,145	

EXHIBIT B - 2
KEY PERSONNEL RATE SCHEDULE

KEY PERSONNEL - STANDARD HOURLY RATES
 PEORIA GRADE SEPARATION PROJECT
 UPDATED 5/7/2012

CH2M HILL		
STAFF	CATEGORY	RATE
Don Ulrich	Project Manager	\$200
Bill Lang	Quality Manager	\$200
Various	Principal Engineer/Principal Project Manager	\$200
Brian Bellfi	Task Manager	\$165
Michelle Pinkerton	Task Manager	\$165
Mandy Whorton	Task Manager	\$165
Michelle Majeune	Task Manager	\$165
Various	Senior Technologist	\$165
Jim Richardson	Senior Structural Designer	\$148
Colleen Roberts	Senior Planner	\$140
Tim Siedlecki	Senior Planner	\$140
John Rohner	Senior Engineer	\$140
Mark Lamutt	Senior Engineer	\$140
Jacqueline Dowds-Bennett	Senior Engineer	\$140
Zeke Lynch	Engineer	\$115
Tom Cheney	Editor	\$106
Shonna Sam	Planner	\$100
Joe Guenther	Planner	\$100
Various	Junior Structural Engineer	\$90
Various	Senior Admin	\$85
Various	CAD	\$80
Various	Junior Engineer	\$80
Various	Graphics	\$75
Various	Junior Planner	\$68
Various	Admin/Word Processing	\$62
Various	Junior Admin/Intern	\$44

KEY PERSONNEL - STANDARD HOURLY RATES
 PEORIA GRADE SEPARATION PROJECT
 UPDATED 5/7/2012

APEX DESIGN	
STAFF	RATE
Task Manager	\$119
QC	\$119
Traffic Engineer	\$90
Project Administrator	\$65

CIVIL TECHNOLOGY	
STAFF	RATE
Project Advisor (Steve Coggins)	\$165
Administrative Assistant	\$57.50
Assistant Project Manager	\$69

CDR	
STAFF	RATE
Principal Facilitator	\$165
Conflict Resolution Specialist	\$165

GOODBEE	
STAFF	RATE
Principal	\$140
Project Manager	\$130
Field Utility Coordinator	\$130
Junior Field Utility Coordinator	\$105
Senior Staff Utility Engineer	\$105

KEY PERSONNEL - STANDARD HOURLY RATES
 PEORIA GRADE SEPARATION PROJECT
 UPDATED 5/7/2012

HC PECK	
STAFF	RATES
Principal	\$115.50
Quality Manager	\$103.95
Sr. Project Manager	\$103.95
Project Manager II	\$97.02
Project Manager I	\$84.89
Right-of-Way (ROW) Agent III	\$77.62
ROW Agent II	\$65.49
ROW Agent I	\$55.79
Senior Title Examiner	\$91.25
Closer	\$65.49
Administrative Assistant	\$48.51

LUND	
STAFF	RATE
Principal	\$160
Project Manager	\$115
Project Surveyor	\$ 95
Project Engineer	\$ 95
Design Engineer	\$ 80
CAD Manager	\$ 80
Survey Technician	\$ 70
CAD Technician	\$ 65
Office Administrator	\$ 80
Two-Person Survey Crew	\$130
Three-Person Survey Crew	\$190
Construction Observer	\$ 75
Paralegal	\$ 65

KEY PERSONNEL - STANDARD HOURLY RATES
PEORIA GRADE SEPARATION PROJECT
UPDATED 5/7/2012

PINYON	
STAFF	RATE
Principal	\$160
Project Manger	\$120
Senior Environmental Scientist	\$92.75
Environmental Scientist	\$85
Word Processing/Admin/ Accounting	\$60

ROCKSOL	
STAFF	RATE
Project Manager	\$162
Senior Project Engineer	\$109
Project Engineer	\$74
Project Administrative Assistant	\$58
Drafting	\$68
Laboratory Technician	\$59

EXHIBIT C - 2
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2012

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 MARSH USA, INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
15114 -00006-PLDED-12/13 RNO DE		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED CH2M HILL, INC. 9191 SOUTH JAMAICA STREET ENGLEWOOD, CO 80112		INSURER A : Zurich American Insurance Co 16535 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-002253138-10 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY*			EOC3829621-10	05/01/2012	05/01/2013	Each Claim & Total For \$2,000,000 All Claims. Retention: \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: CONTRACT NO. 2011-8004 - PEORIA STREET RAILROAD GRADE SEPARATION.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS 201 WEST COLFAX, DEPT. 611 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 of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2012

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 MARSH USA, INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534		CONTACT NAME:	
15114 -00124-GAWC-12/13 RNO DE		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Greenwich Insurance Company			22322
INSURER B: XL Specialty Insurance Co.			37885
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** SEA-002253136-10 **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 <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		RGE500025501	05/01/2012	05/01/2013	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		RAD500025401 (AOS) RAD500025601 (MA)	05/01/2012 05/01/2012	05/01/2013 05/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	RWD500025201 (AOS) RWR500025301 (WI)	05/01/2012 05/01/2012	05/01/2013 05/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: CONTRACT NO. 2011-8004 - PEORIA STREET RAILROAD GRADE SEPARATION.
THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS 201 WEST COLFAX, DEPT. 611 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 of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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