



REQUEST FOR QUALIFICATIONS

FOR

PROFESSIONAL SERVICES

FOR

**NATIONAL WESTERN CENTER
DEVELOPMENT MASTER PLAN**

PROJECT CONTROL NO: PWC2013-3009

EBID#:3022742

DATE OF ISSUANCE: DECEMBER 12, 2013

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
NOTICE OF REQUEST FOR QUALIFICATIONS**

**Professional Services for
National Western Center Development Master Plan
Project Control No. PWC2013-3009
eBid Document No. 3022742**

The Department of Public Works, City and County of Denver, has issued a Request for Qualifications (the "RFQ") for professional services for the National Western Center Development Master Plan. A link to the RFQ documents can be found at www.work4denver.com. RFQ documents will be available for download at www.QuestCDN.com, eBid Document No. 3022742, at the cost of \$10.00.

Printed Responses are due January 15, 2014, no later than 10:00 a.m. MST, delivered to Public Works Finance and Administration, Attn: Elizabeth Zollo, 201 W. Colfax, Ste. 614, Denver, CO 80202.

A Pre-Proposal Meeting will be held December 20, 2013 at 9:00 a.m., at the National Western Complex 4655 Humboldt Street, Denver, CO 80216. Interested firms are encouraged to attend. Respondents are responsible for any information conveyed at this meeting.

General Statement of Work: The City and County of Denver (City), in partnership with the National Western Stock Show (NWSS), Colorado State University, Denver Museum of Nature and Science and History Colorado, hereinafter referred to as the "NWC Partners" seek a team to provide professional planning and technical services to lead the National Western Center Master Plan effort in 2014

As the City's best interests may appear, the Manager of Public Works reserves the right to waive informalities in, and to reject any or all, proposals.

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National Western Center Development Master Plan
Project Control No. PWC2013-3009
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**SECTION 1
INTRODUCTION**

This Request for Qualifications (“RFQ”) is issued to provide the selection process for Professional Services of an innovative multi-disciplinary planning and technical services consultant team that will prepare a conceptual site master plan that provides for the phased development and future improvements to the complex and the transformation of the site into a year-round destination as part of a new, revitalized gateway into downtown Denver.

Firms submitting a proposal to the RFQ will be asked at a minimum, to state their understanding/experience relating to the project and offer their qualifications. The finalists from the RFQ Phase will proceed to the Interview Phase and be requested to participate in oral interviews.

Tentative Selection Schedule:

Advertise and Issue RFQ	December 12, 2013
Pre-Submittal Meeting 9:00 a.m.....	December 20, 2013
Deadline to Submit Questions	January 3, 2014
Submittals Due 10:00 a.m. local time	January 15, 2014
Notify Short Listed Firms and Schedule Interview.....	January 27, 2014
Interviews	February 7, 2014
Notice of Selection.....	February 11, 2014
Complete Contract Negotiations	March 4, 2014
Contract Execution/NTP.....	March 31, 2014

Note: All dates are tentative and subject to change.

**SECTION 2
PROJECT OVERVIEW, COMPONENTS AND TIMELINE**

Project Overview

The City and County of Denver, in partnership with the National Western Stock Show (NWSS), Colorado State University, Denver Museum of Nature and Science and History Colorado, hereinafter referred to as the “NWC Partners” seek a professional consulting team to lead the National Western Center Master Plan effort in 2014. This project will prepare a conceptual site master plan that provides for the phased development and future improvements to the complex and the transformation of the site into a year-round destination as part of a new, revitalized gateway into downtown Denver.

The NWC Partners worked collaboratively to develop a draft “placemaking” vision for the National Western Center (NWC) that is focused on three pillars: Education, Economic Development, and Tourism and Entertainment. To realize this vision, the City and County of Denver is leading the effort to develop a Site Master Plan document to be the implementation roadmap to the future. The Consultant team will work under the direction of the City’s North Denver Cornerstone Collaborative Projects Office (NDCC), in close collaboration with a National Western Center planning team comprised of representatives from each of the five NWC Partners.

Project Timeline

The schedule for the project is aggressive. It is the desire of the City that the selected Consultant team will provide a Preferred Master Plan Alternative on or before December 31, 2014, with the Site Master Plan Report due no later than March 15, 2015.

Project Budget: The planning budget for this project is estimated to be between \$550,000 and \$650,000.

Supplemental Information: Firms proposing on this RFQ are strongly encouraged to visit the North Denver Cornerstone Collaborative (NDCC) page www.denvergov.org/NDCC on the Denvergov Website, for information relating to the National Western, Bridgton Blvd., and other projects under the NDCC umbrella. The NDCC frequently posts new information and proposers should check the page regularly. Please visit the link below for supplemental documents related to this RFQ:

<http://www.denvergov.org/mayorhancock/MayorsOffice/ProgramsInitiatives/NorthDenverCornerstoneCollaborative/NationalWesternStockShow/tabid/444513/Default.aspx>

Key Components: The National Western Center Site Master Plan project will consist of several components to be studied simultaneously. Although the overall planning effort will have a number of parts, here is a summary of the four key components, which are as follows:

- **Integrated Facilities Program** – this component will align the programmatic interests (shared vision) into one unified “Facilities Program” for the National Western Center NWC Partners toward the creation of a year-round destination. This effort will bring together events and activities that blend education, economic development and tourism and entertainment as a gateway experience into the City.
- **Site Master Plan** – this component will result in the preparation of a site development master plan for the National Western Center, which shall include a “preferred site plan alternative” that will be submitted to Denver’s Planning Board and Denver’s City Council for review and approval. The primary Study Area for the planning effort encompasses the National Western Complex and Denver Coliseum, which combined totals approximately 290 acres. The City and National Western Stock Show (NWSS) ownerships total approximately 130 acres of the 290 acres shown within the Study Area (see attached map). Beyond the study area, there are significant adjacent opportunities to incorporate the South Platte River and Brighton Boulevard into the overall master planning effort to further enhance the creation of a dynamic set of placemaking experiences for visitors.
- **Infrastructure Plan** - this component will result in the preparation of a conceptual infrastructure master plan for the National Western Center, including but not limited to new and/or improved utilities, storm drainage /water quality, sewer, roads, site lighting, etc. in support of creation of a year-round visitor destination.
- **Phasing Plan** – this component will outline and prioritize the phasing of facilities and infrastructure needed for the site’s redevelopment, keeping in mind the requirement that the National Western Stock Show will need to remain in operation as the site and/or facility improvements are implemented.

Services

Full professional planning and technical services are needed for the project. Such services may include, but are not limited to the following:

- Public Assembly / Venue Planning w/ specialty in rodeo, stock show, equestrian, large animal shows, etc.
- Project Programming
- Geotechnical
- Full Service Architectural
- Civil, Mechanical, and Electrical Engineering

- Geotechnical
- Landscape Design
- Urban Planning
- Transportation Planning
- Large public venue parking systems planning and operations management
- Public Outreach and Meeting Facilitation
- Landmark Preservation
- Sustainability
- Cost Estimating

SECTION 3 GENERAL GUIDELINES

In accordance with the City Charter, the City's Manager of Public Works is charged with the management and control of public improvement projects. It is the City's expectation that this RFQ and selection process will result in the selection of a Consultant and affiliated team to be retained in a professional capacity for the development and execution of the anticipated professional services described herein.

This RFQ solicitation is issued by the Manager of Public Works pursuant to the authority vested in the Manager by the Charter of the City and County of Denver. As its best interests may appear, the Manager of Public Works reserves the right to terminate, modify or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities in any submission.

This project will be administered by: Public Works

- A. The Manager of the Department of Public Works is the City representative authorized to administer the Agreement and directs and approves all services provided and work performed hereunder.
- B. The City liability for expenditure of public funds pursuant to this proposal shall be contingent upon and limited to the appropriation of funds for the Agreement to the successful respondent by the Denver City Council and payment of such funds into the Treasury of the City.
- C. The Consultant shall be directed by the Project Manager and work closely with the Client Agency, and City regulatory agencies, and other City and Regulatory agencies throughout the project duration. The Project Manager shall have the right to reject inaccurate or substandard work and cause such rejected work to be satisfactorily corrected without additional cost to the City.
- D. RFQ Administration: The Manager hereby designates Elizabeth Zollo, Public Works Contract Administration to serve in the capacity of administrator for this selection process and will be responsible for coordination of the procedures and rules specified in this RFQ, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the administrator will serve as the primary intermediary between the respondents, sub-consultants, the City, and the members of the Selection Committee. All inquiries and questions regarding this RFQ shall be directed to Elizabeth Zollo in the Public Works Department in writing via email at elizabeth.zollo@denvergov.org. Any applicant that inappropriately contacts any member of the City Selection Committee other than the designated contact from the date of issuance of the RFQ and prior to the completion of the selection process may be disqualified from further participation in the selection process.
- F. Verification of Information: Applicants are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, Applicants are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

- G. **Discrimination in Employment:** In connection with the performance of work on this project, the selected 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, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the contractor further agrees to insert the foregoing provision in all subcontracts hereunder.
- H. **Applicable Laws:** This selection process and the performance of any selected respondent shall be subject to, governed by and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, written policies and Executive Orders of the City and County of Denver, as the same may be amended from time to time.
- I. **Addenda:** As the City may require, addenda may be issued to supplement this RFQ. Any applicant who downloads the RFQ from QuestCDN shall receive automated notification of addenda. It shall be conclusively presumed that the applicant did, before submitting a Response to the RFQ, register and download the RFQ documents from QuestCDN, read all addenda, posted decisions, and other items relevant to the qualifications.
- J. **Contract Review.** Respondents shall undertake a detailed review of the *Sample Agreement* (Attachment 1) and submit with their proposal a list of all questions, issues, or modifications which the Respondent would like the City to review and address, should they be selected as the top ranked respondent. The City shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues. Therefore, all respondents are strongly advised to seek legal counsel prior to preparing such a list.
1. The City anticipates that the final Agreement submitted to the selected Respondent for execution will be in a form substantially similar to Attachment 1. Consequently, the City will not enter into detailed negotiations of the terms and provisions contained in the sample agreement. Instead, the City will review the list of issues raised by the selected Respondent, address each issue at its sole discretion and provide the selected Respondent with a final executable Agreement for signature.
 2. In the event the City elects to make significant, material changes to the form provided or proceed with another agreement format, the City will provide the selected respondent with an opportunity to review and submit a list of issues regarding the changes or new format. The City will then address the issues raised at its sole discretion and provide the selected Respondent with a final executable Agreement for signature.
 3. Should the Respondent fail to execute this final Agreement, the City reserves the right to negotiate with the Respondent, terminate further negotiations and initiate negotiations with another ranked respondent or reject any or all Respondents, as its best interests may appear.
 4. Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Respondent. It is the intent of the City to enter into an Agreement in which the Consultant will be paid monthly based on services performed. Allowable overhead factors, billing rates and approved reimbursable expense items are subject to negotiation. *(If an acceptable fee structure cannot be negotiated with any one firm, the City shall notify the next ranked firm and so on until a final agreement can be reached.)*
- K. **Local Presence:** All firms participating in this project must be licensed in the State of Colorado and have a production office located within a two hour drive from the Denver metropolitan area. A firm not already so located must establish such a local office if awarded this project, or associate itself with a firm so located. This is necessary to facilitate day-to-day communications and coordination and to insure timely response to investigate and resolve design and construction issues.
- L. **Submission Ownership, Use and Rights:** The City reserves the option of retaining any or all of the materials and drawings submitted by the Respondents to this RFQ. Any unique or exclusive design concepts or features represented in the submission documents shall remain the property of the authoring Consultant. They may not be used by the City or other parties to design or construct any facility, in whole or in part, without the further agreement of, and compensation to, the authoring party.

M. Documents submitted pursuant to this RFQ will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq. Information clearly marked as confidential and proprietary will be kept confidential by the City, unless otherwise provided by law. The Colorado Open Records Act provides that trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data furnished by any person to the City is not subject to disclosure in response to an open records request. City will notify the Submitter if a request is made for such information so that the Submitter may take any action it deems necessary to defend the request. The Submitter, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Submitter to be confidential and proprietary.

N. The selected Respondent for this Project shall be required to strictly comply with the Insurance and Indemnification requirements set forth in the *Sample Agreement* (Attachment 1). The selected Consultant and, all other primary firms and all subconsultant firms performing work or providing services for the Project will be required to obtain insurance coverage in the amounts and under the terms and conditions specified therein. As such, each Respondent shall submit with its Response in their Letter of Transmittal, a statement indicating the firm's intention to comply with the requirements of this section if selected by the City to review the format and requirements, terms and conditions the Consultant and its sub-consultants must comply with as a part of the Agreement for this project.

O. Diversity and Inclusiveness: The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women.

Proposers are encouraged, with respect to the goods or services to be provided under this RFQ, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors, subconsultants, and/or suppliers.

All proposers that intend to use subcontractors, subconsultants, or suppliers with their proposals, in order to be deemed responsive, will provide:

- 1) A list of all such subcontractors, subconsultants, and/or suppliers;
- 2) A separate listing of all subcontractors, subconsultants, or suppliers that identified themselves as being a member or members of the categories listed above, if such information is provided;
- 3) A statement that the proposals of all identified subcontractors, subconsultants, and/or suppliers were fully reviewed in detail on the same basis as that of other subcontractors, subconsultants, and/or suppliers not falling within those categories.
- 4) If a proposal from a qualified subcontractor, subconsultant, and/or supplier within the categories listed above is not selected as a successful subcontractor, subconsultant, and/or supplier for this RFQ, the successful proposer will include an adequate explanation of all efforts taken to fully and fairly review all proposals submitted.

Any and all information provided by proposers under this section is requested for information purposes only and will not be utilized for purposes of bid or contract award.

SECTION 4 SELECTION PROCESS

Selection Process Overview: The RFQ selection process for the project Consultant will proceed, under the oversight and direction of the Administrator in accordance with the following stages:

1. As provided for in the RFQ documents, proposals shall be screened by the Selection Committee designated below.
2. Short listed teams will be invited to participate in the Oral Interview process.
3. Finalists will be asked to state their understanding of the Project, offer their methodology for meeting the required deliverables, and state how they will interface with the City and the NWC Partners.
4. The Selection Committee will make the final selection and recommendation following a comprehensive RFQ evaluation process.

Note: At any stage, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, all as the best interests of the City may appear.

Selection Criteria: Proposals will be rated by the committee and review team members according to the following criteria. Teams rated the highest according to this criteria will be invited to an interview.

1. Qualifications/experience of the Team, as indicated by prior successful completion of similar large entertainment/public assembly/multi-use event complex projects. (25 Points)
2. Qualifications and Experience of the Key Project Members, including Subconsultants, who will be assigned to the project as indicated by prior involvement in similar projects. (20 Points)
3. Ability to incorporate environmentally sustainable design into the project, which includes but not limited to the integration of the City's 2020 sustainability goals. (15 Points)
<http://www.denvergov.org/Portals/749/documents/2020%20Sustainability%20Goals.pdf>
4. Capacity to successfully present strategies that addresses site opportunities and constraints. (20 Points)
5. Utilization, commitment and management of consultant team, schedule, and acknowledgement of the budget. (20 Points)
6. Diversity and Inclusiveness documentation provided (Pass/Fail)

The Selection Committee for this selection is comprised of:

Peter Baertlein, Public Works (City's NWC Planning Representative)
David Marquardt, Parks and Recreation (City's NWC Planning Representative)
Steve Nalley, Community Planning and Development (City's NWC Planning Representative)
Kelly Leid, NDCC Project Manager (NWC Partner)
Jocelyn Hittle, Colorado State University (NWC Partner)
Paul Andrews or Designee, NWSS (NWC Partner)
Ed Nichols or Designee, History Colorado (NWC Partner)
George Sparks or Designee, Denver Museum of Nature and Science (NWC Partner)
Kent Rice or Designee, Arts and Venues (Coliseum, non-NWSS events)
Bill Mosher, Trammell Crow (Civic Leader; NWC Partners Rep)
Tangier Barnes, NWSS Community Advisory Committee Member (Community Partner)

SECTION 5 SUBMITTAL REQUIREMENTS

Each respondent must comply with the submission requirements as outlined below. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the City.

Respondents shall submit Fourteen (14) paper copies of their completed RFQ response and one (1) labeled Compact Disk including an electronic PDF of the entire proposal. In the event of a discrepancy between the hard copy of the RFQ response and the RFQ response contained on disk, the hard copy shall control. All Proposals must be limited to the following prescribed information and be submitted in an 8 ½" x 11" format and be in a spiral comb binding, not submitted in a loose-leaf, three-ring, hard cover binder. Pages are to be numbered in sequence and font size will be at least 11pt. font. Graphics or charts that would not present well on 8 ½" x 11" size paper may be presented on 11" x 17" size paper. If divider sheets are used, no information, written or graphic, other than the section number corresponding to the following listing is to be included on the divider sheet. Proposals shall not exceed 25 single-sided pages in length (double-side pages count as two pages). This page limit is not affected by: TOC, cover pages, divider sheets, pages related to Diversity and Inclusiveness, comments relating to the Sample Professional Services Agreement, or any other

required forms. Attachments shall be placed within the corresponding Tab section, whether before or after any other material within that Tab is at the Respondent's discretion. Some requested information may overlap; it is at the respondent's discretion how their information will best be organized and presented among the tab sections.

- Tab 1** **Letter of Transmittal.** Clearly indicate the *single contact* (principal-in-charge), mailing address, telephone, email, and facsimile numbers. Indicate unique features of the organization and the project team that makes the team suited to undertake this specific project.
- Include Certificate of Good Standing from Colorado Secretary of State Website

 - Provide a response to the Diversity and Inclusiveness requirements detailed above
 - Include an affirmative statement indicating willingness to strictly comply with the Insurance and Indemnification requirements set forth in the *Sample Agreement*
- Tab 2** **Biographical Data.** Provide brief *biographical data* of the primary participant(s). List the names and titles of key professional staff that are expected to work on the actual project if awarded the contract for professional services and their qualifications. Indicate the expected contribution of each of these individuals as a percentage of the total effort and also his/her respective workload during the contractual period for the anticipated services. Include major sub-consultants.
- Tab 3** **Organization and Management of the Project.**
- Describe how the project will be organized.
 - Indicate what work the consultant will self perform and what work will be performed by sub-consultants and indicate by name those individuals who will be responsible for specific tasks.
 - Indicate how the project will be managed, including management of sub-consultants.
 - Indicate approach to achieving schedule and acknowledgement of the budget.
- Tab 4** **Team Members.** List the proposed consultant, subconsultants/subcontractors that will be part of the team with a brief description of services subconsultants will provide. (*Complete Attachment 2*)
- Tab 5** **Team Qualifications.** Describe qualifications of Key Personnel and experience of the team (including subconsultants), as indicated by prior successful completion of similar large entertainment/public assembly/multi-use event complex projects.
- Tab 6** **Proposed Approach.**
- Describe proposed approach to completion of the scope of work, an understanding of the project, and project complexities.
 - Present strategies that address site opportunities and constraints.
- Tab 7** **Sustainability.** Describe ability to incorporate environmentally sustainable design aspects into the project.
- Tab 8** **Sample Agreement Review.** Respondents shall submit with their proposal a list of all questions, issues, or modifications which the Respondent would like the City to review and address, should they be selected as the top ranked respondent. Do not include the entire contract, only comments.

APPENDED MATERIAL

Attachment 1 – Sample Professional Services Agreement

Attachment 2 – Consultant Team Members

Attachment 3 – Study Area Map

Attachment 1
SAMPLE AGREEMENT

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and _____, a _____, [with its principal place of business located at/ doing business at] _____ (the “Consultant”), jointly “the parties”.

The parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

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

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

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed _____ Dollars (\$_____). Amounts billed shall be in accordance with the budgeted line items for the various tasks as set forth on **Exhibit B**, and may not exceed the rates set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the rates in Exhibit B.

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

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed _____ (\$_____) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.

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

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

6. TERMINATION:

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

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

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

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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

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

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as *Exhibit C*, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests

that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

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

j. Additional Provisions:

- (i) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (ii) For claims-made coverage:
 - (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
 - (b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

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

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

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

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

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

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

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

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

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

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

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

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of

the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

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

Manager of Public Works or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

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

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

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing

or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

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

24. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

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

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively,

“Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

(To be inserted upon negotiation)

EXHIBIT B

BUDGET AND RATES
(To be inserted upon negotiation)

EXHIBIT C

CERTIFICATE OF INSURANCE

(To Be provided by Consultant upon Selection)

Sample ACORD certificate of insurance

This sample ACORD certificate of insurance highlights the areas which need to be verified prior to acceptance.

- Do the types of insurance match what is required in the contract?
- Do the limits shows reflect the MINIMUM limits required in the contract?
- Is the City and County of Denver, et al, named an additional insured?
- Is the start date prior to the effective date of the contract?

ACORD SM CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Date Cert Created
PRODUCER Contractor's Insurance Broker's Name Insurance Broker's Address Insurance Broker's Phone Number			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Contractor's Legal Name Contractor's Address			INSURERS AFFORDING COVERAGE INSURER A: General Liability Insurance Carrier INSURER B: Automobile Liability Insurance Carrier INSURER C: Workers' Compensation Insurance Carrier INSURER D: Other Carriers, if Required INSURER E:		NAIC #	
COVERAGES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L ALTR INSURD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	General Liability Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
					MED EXP (Per occurrence)	\$
					PERSONAL & ADV INJURY (Per person)	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OPAGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> AGG. <input type="checkbox"/> LOC.					
B	<input checked="" type="checkbox"/> 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	Auto Liability Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY - AGG	\$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE RETENTION \$					\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	Workers' Comp Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WORK STATE <input type="checkbox"/> OTHER LIMITS	\$ 100,000
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
					DISEASE - POLICY LIMIT	\$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS 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 Agency/Department Address Attn: Contracting Agency/Department			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 10 days for non payment of premium. AUTHORIZED REPRESENTATIVE Insurance Broker's Signature			

Contractor's Legal Name

Types of insurance required in the contract

Ensure the City and County of Denver, its elected and appointed officials, employees and volunteers are listed as additional insured

Policy Limits. Must be same or greater than required in the contract

Policy start date. Must be prior to effective date of the contract

Attachment 2

CONSULTANT TEAM MEMBERS

PROPOSER: _____

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal			
Associate			
Senior Engineer/Planner			
Engineer/Planner			
Sr. Project Manager			
Project Manager			
Project Engineer			
Project Inspector			
Senior Drafter			
CAD Technician			
Administrative			

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

CONSULTANT TEAM MEMBERS

PROPOSER: _____

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.

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

SUB-CONSULTANT TEAM MEMBERS

Firm Name: _____

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.
Principal			
Associate			
Senior Engineer/Planner			
Engineer/Planner			
Sr. Project Manager			
Project Manager			
Project Engineer			
Project Inspector			
Senior Drafter			
CAD Technician			
Administrative			

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

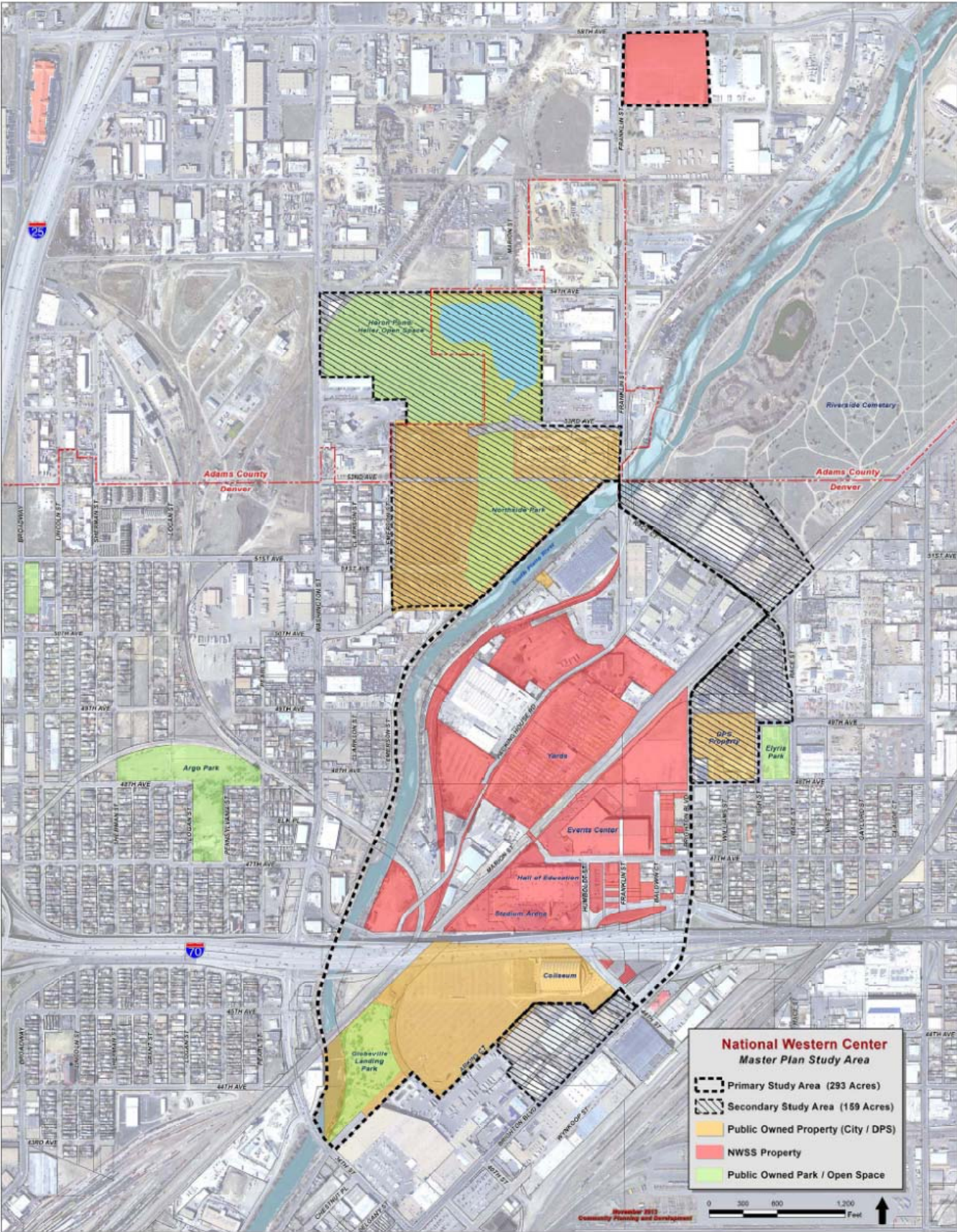
CONSULTANT TEAM MEMBERS

PROPOSER: _____

Title/Classification	Responsibilities	Individual's Name	Rate/Hr.

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

Attachment 3
Study Area Map



Primary Study Area

The primary study area is bound on the east by Brighton Blvd, on the north by Race Court, on the west by the South Platte River and the south by Arkins Court, the Denver Coliseum and Globeville Landing Park. Of the approximately 290 total acres in the primary study area, 130 acres is owned by either the National Western Stock Show or the City of Denver.

Secondary Study Area

The secondary study area, represented by the cross-hatched areas represents important opportunities for align planning and development. By way of example, the area to the north and west of the primary study area includes Northside Park, Heron Pond and the Heller Open Space, which when combined is approximately 85 acres of land currently being planned by the City of Denver through the Parks & Recreation Department as a large natural area/park. Another example is the opportunity to partner with other local entities like the Forney Museum or Riverside Cemetery as part of a large year round destination, offering visitor a range of things to do and see. A related issue is the alignment of local connections between these various projects. Although not shown on the map, there are other key areas that the may include the review of how to leverage existing parking (i.e. Coors Field, Dicks Sporting Goods Park, etc)

Ancillary Projects (The NDCC Initiative)

Beyond the National Western Center project, the City of Denver through the North Denver Cornerstone Collaborative (NDCC) is also coordinating five other major adjacent projects including – the redevelopment of Brighton Blvd, the redevelopment of I-70, investment in the South Platte River, three RTD transit lines with four stations and the Globeville, Elyria and Swansea neighborhood planning. One of the many goals of the NDCC is to strategically align the planning, implementation and financing of the projects through new public/private partnerships.