

ON-CALL ARCHITECTURAL PLANNING, DESIGN, AND RELATED CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER** (the "**City**"), a municipal corporation of the State of Colorado, and **VALERIAN, L.L.C.**, a Colorado limited liability company, with an address of 165 S. Union Blvd., Suite 366, Lakewood, CO 80228 (the "**Design Consultant**"), collectively "the **Parties**".

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

SECTION 1 – ENGAGEMENT

1.01 **Engagement**. The City engages the Design Consultant with respect to the furnishing of professional design services under **Exhibit A**, attached hereto and incorporated herein, on an on-call basis and as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

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

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

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

1.05 **Task Order**. As the Executive Director determines the need and availability of funding for each Work Project, the City will issue a Task Order to the Design Consultant detailing the nature and extent of services to be provided and the timeframes for the Work Project, with a projected amount to be paid to the Design Consultant (the "**Work Project Amount**") based on the Work items contained in the scope of services in **Exhibit A**. **Exhibit B** attached to this Agreement and incorporated herein by reference contains the Rate Schedules, which the Design Consultant acknowledges and affirms that the City may rely upon in the preparation of Task Orders as provided herein. **Exhibit C** attached to this Agreement and incorporated herein by reference substantially reflects the form of the Task Order to be issued by the City. Following receipt of the issued Task Order, the Design Consultant shall, within two (2) business days and in good

faith, confirm the scope of services detailed therein and the associated Work Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back to DOTI as to the Design Consultant's ability to initiate and complete the Work Project in the timeframes specified in the Task Order. The Design Consultant assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Task Order and the Work Project Amount, including any inquiries with the Project Manager as to any directions or specifications in the Task Order which are not clear. If the Design Consultant fails to contact DOTI within two (2) business days following receipt of the issued Task Order and state unequivocally that the Design Consultant is ready and willing to perform the Work Project in the manner and timeframes indicated on the Task Order, the City reserves the right to immediately withdraw the issued Task Order. Upon the Design Consultant executing the Task Order, the City shall finalize and execute the Task Order for the Work Project and return a copy of the executed Task Order to the Design Consultant. The City will not execute the Task Order unless any material changes proposed by the Design Consultant to the terms of the issued Task Order and/or additions to the Work Project Amount are deemed acceptable by the Executive Director and incorporated into the Task Order and until funding adequate to cover the entire Work Project Amount is available.

1.06 Task Order Change. If, after execution of a Task Order and commencement on the Work Project, additions, deletions or modifications to the Work described in the Task Order, along with any associated changes in the Work Project Amount, are required by the City or are requested by the Design Consultant and approved in advance by the Executive Director, a Task Order Change, in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Task Orders. The Design Consultant shall promptly and thoroughly review and respond to the proposed changes, in accordance with the same standards and procedures prescribed for Task Orders, and notify the Project Manager that the Design Consultant is ready and willing to perform the Work Project in the manner and timeframes as modified by the Task Order Change. The City will not execute the Task Order Change unless any material changes proposed by the Design Consultant to the terms of the issued Task Order and/or additions to the Work Project Amount are deemed acceptable by the Executive Director and incorporated into the Task Order Change and until funding adequate to cover the entire Work Project Amount, if modified, is available.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional design services for any assigned project, on an as-needed basis, in accordance with the terms and conditions of this Agreement.

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.

- (d) All drawings, specifications and other products shall be prepared so the Work Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, rules and regulations and executive orders of the City, the state and the federal government including the Americans with Disabilities Act (as may be amended).
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other projects for each Task Order in a format that complies with all City requirements as well as all state and federal requirements for that project. No funds will be paid to the Design Consultant for the preparation of Contract Documents in a form other than that considered usual and customary by DOTI. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) Without limiting the foregoing, unless it is specifically directed otherwise in writing by the Executive Director, the Design Consultant shall comply with DOTI Standards for the final deliverable Record Documents. Final Payment will be held until the receipt of the Record Documents.
- (h) The City reserves the right to proceed with the construction of each project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the Construction Documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Preliminary Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (i) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Executive Director and the user agency for any identified phase of a project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (j) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (k) The Design Consultant shall provide all professional services required by the City in defending all claims against the City which relate in any way to alleged default

hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for each assigned Task Order and further agrees, unless it has timely notified the City that the project cannot be accomplished within such budget, to accomplish the project within the intent of the program and established budget. Should the Design Consultant determine that an assigned Task Order cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "**Project Construction Cost**" shall mean the estimated cost to the City of actually constructing an assigned project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost for the project to which the Design Consultant is assigned shall be provided to the Design Consultant at the time the Design Consultant prepares its proposal for that project. Such cost shall be subject to increase or decrease at the sole option of the Executive Director.
- (c) If the City requires the Design Consultant to prepare a formal cost estimate for a particular Task Order, the Design Consultant agrees to design the project within the project's estimated Project Construction Cost. Should all responsive bids or proposals received for the project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Work Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

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

2.05 Personnel Assignments.

- (a) The Key Personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.

- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, hourly rates, and a résumé of training and experience in work of like character and magnitude of the project being contemplated, and a conflict of interest statement (if applicable) pursuant to paragraph 2.05(h) to the Project Manager and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Project Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved Key Personnel or a subconsultant is not acceptable, they shall notify the Design Consultant and give the Design Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, they may require the Design Consultant to reassign or replace such key personnel. If the Executive Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a Task Order to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

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

2.06 Basic Services – General.

- (a) The Design Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced architectural personnel to support DOTI's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order proposal for the particular project assigned to the Design Consultant under this Agreement, the Design Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each project to which it is assigned and its proposal is approved.
- (b) When directed by the Executive Director to perform under this Agreement on a particular Task Order, the Design Consultant shall prepare a project-specific proposal in accordance with the provided scope or description of Work for that project. A separate project-specific proposal shall be prepared for each Task Order for which the Design Consultant's services are required and shall set forth, at a minimum all of the following:
 - (1) The maximum fee for the Design Consultant's basic services.
 - (2) The Supplemental Services budget (not to exceed 10% of the proposed fee), if any, for the Work Project.
 - (3) The budget for reimbursable expenses if applicable.
 - (4) A description of the project and requested scope of work (the "Work").
 - (5) An agreed upon schedule for the Design Consultant's performance.
 - (6) A lump sum maximum price for all of the Design Consultant's Work.
 - (7) An Itemized Hourly Estimate per the Key Personnel and Rate Schedule in **Exhibit B**, unless waived by the Executive Director.

- (c) Upon approval by the Executive Director of a Task Order proposal, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Design Consultant shall proceed to perform required Work.
- (d) The assigned Work shall be performed in conformance with the approved Task Order-specific proposal upon approval of the proposal.
- (e) The Design Consultant's basic services for each Task Order to which it is assigned may consist of any one or combination of the phases described below and shall include, but is not limited to planning, landscape architectural design, civil engineering, architecture, irrigation, and structural, mechanical and electrical services appropriate to each phase of each project and the services described in **Exhibit A**.
- (f) Unless waived by the City, the Design Consultant shall obtain written authorization from the Project Manager before proceeding with each phase of each assigned Task Order.
- (g) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned Task Order. Further, nothing in this Agreement shall be construed as guaranteeing the Design Consultant any minimum amount of Work or number of projects assigned under this Agreement.
- (h) If a Task Order which is assigned to the Design Consultant under this Agreement is funded in whole or part by federal funds, each of the applicable terms set forth in any funding arrangement for such funds shall be, and by this reference is incorporated into the project-specific proposal for such project, and included in the Design Consultant's basic services responsibilities for such project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. All of the services described in this Section 2.07, unless specifically noted as omitted in the project-specific proposal or Task Order for a specific project, are included in the Design Consultant Basic Fee for each project to which the Design Consultant is assigned.

- (a) Programming and Investigation Phase:
 - (1) The Design Consultant shall attend such meetings as may be required for a complete understanding of each project, and the Design Consultant shall document all such meetings, meeting notices, agendas, and distribute minutes to the City upon completion.
 - (2) If construction, design or document standards have been adopted by the City, the state, or the federal government for, or relevant to, the Work Project, the Design Consultant shall comply with all such standards when applicable.
 - (3) The Design Consultant shall perform all additional research or investigation it deems necessary to develop a complete understanding of the project.

- (4) The Design Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific project based on available information and as provided by the City.
- (5) The Design Consultant shall review the project requirements with the City to confirm its understanding of the project program, budget and any potential modifications or limitations.
- (6) The Design Consultant shall review and incorporate all available information provided by the City, including surveys, plats, special studies and engineering data as necessary to properly investigate and report on the project.
- (7) The Design Consultant shall review with the City alternate methods or approaches to the design and construction of the project and recommend those methods or approaches best suited to the project needs, schedule, and budget.
- (8) The Design Consultant shall also include as part of this phase all services necessary for successful completion of the applicable approved project-specific proposal.
- (9) Typical deliverables for the Programming and Investigation phase would include analyses, studies, surveys, reports and recommendations, as stipulated in the approved Task Order.

(b) Schematic Design Phase:

- (1) Unless waived by the City, the Design Consultant shall not begin work on the Schematic Design Phase until written notice to proceed with such phase is received from the Project Manager.
- (2) The Design Consultant shall, in response to the City's requirements, the budget restrictions of the project and the delivery method of design and construction approved by City, prepare schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail the City can make knowledgeable and informed decisions as to the selection of alternates and resolution of scope and budget questions.
- (3) The Design Consultant shall provide a preliminary Statement of Probable Construction Cost of the project to the City, taking into account the City's project budget and provide recommendation for alternatives to keep the project within the stated project budget.
- (4) The Design Consultant shall include as part of this phase all services necessary for successful completion of the approved project-specific proposal.

- (5) Typical deliverables for the Schematic Design (30% complete _ phase would include concept plans, alternatives, sketches, renderings, model sketches, analyses, Statement of Probable Cost, and recommendations, per the City's standard submittal requirements and as stipulated in the approved Task Order.

(c) Design Development Phase:

- (1) Unless waived by the City, prior to beginning the Design Development Phase of each Task Order, the Design Consultant shall obtain written approval of its final Schematic Design documents and the Statement of Probable Cost.
- (2) The Design Consultant shall prepare Design Development documents based upon the approved Schematic Design documents and any adjustments in the program and budget authorized by the Executive Director.
- (3) The Design Development documents shall provide sufficient design graphics, data, information and supporting material to define the design solution for the project, including the shape, size and character of the project as to landscape architectural design, grading and drainage, erosion control, planting, irrigation, details, and any necessary architectural, structural, mechanical and electrical engineering, and any other project elements necessary for successful implementation of the project scope and design.
- (4) Design Consultant shall prepare Design Development drawings which shall include but not be limited to:
 - (i) Drawings which show existing conditions, vegetation, and topographic features and improvements affecting or relating to the proposed project. The Design Consultant shall include plans and specifications required for the City QA/QC review per DOTI's standard drawings list, including title sheet, survey, demolition and removals, erosion control, tree protection, layout and materials, grading and drainage, planting, irrigations, details enlargements, and any project specific architectural or engineering supplemental drawings as necessary.
- (5) The Design Consultant shall prepare preliminary specifications which shall include general requirements and special conditions (DOTI) standards and project specific needs.
- (6) The Design Consultant shall prepare a Statement of Probable Construction Cost which shall be calculated by the Design Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications reflecting estimated project construction costs and taking into account the building trades and construction components utilized in the project design.
- (7) The Design Consultant shall provide all services necessary for successful completion of the approved project-specific proposal.

- (8) The Design Consultant shall also provide outline specifications that include the use of LEED standards and contractor requirements for recycling and construction waste management.

(d) Construction Documents Phase:

- (1) Unless waived by the City, prior to beginning the Construction Documents Phase, the Design Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Unless waived by the City, upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Design Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.
- (2) The Design Consultant shall prepare the Construction Documents from the approved Design Development documents and by addressing all comments received during the QA/QC review incorporation of any further changes authorized by the City and agreed to by the Design Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, for a competent construction contractor to construct the project, and shall contain complete bidding documents meeting all City and, as applicable, state and federal requirements.
- (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications, compliant with the City's Construction General Conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
- (4) The Design Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project, including, but not limited to, CASDP, SUDP, and Floodplain permits. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.
- (5) Acceptance of the Construction Documents shall not relieve the Design Consultant of any responsibility for design deficiencies, omissions or errors.
- (6) All final plans and specifications shall bear the signature(s) and seal(s) of the Design Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the Parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional landscape architect, engineer and/or architect in responsible charge of the preparation of such plans and specifications or parts thereof. The Design Consultant shall be ultimately responsible for all design work provided under this Agreement.

- (7) The Design Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Design Consultant shall provide a list of long lead items to the Project Manager.
- (9) The Design Consultant shall provide the City with a Final Opinion of Probable Construction Cost based upon the submitted Final Construction Documents for the City's consideration.
- (10) The Design Consultant shall include as part of this phase all services included in the applicable portions of the applicable approved project-specific proposal.
- (11) If the Cost estimate indicates a budget shortfall, the Design Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the Construction Documents. The Final Construction Documents and Opinion of Probable Construction Cost shall include such bid alternates required and agreed upon as necessary to estimate the Base Bid to be at or below the Project budget.

(e) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the Task Order, the Design Consultant shall obtain the City's acceptance, in writing of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents and shall not relieve the Design Consultant of the responsibility for design deficiencies, errors or omissions.
- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda.
- (3) During this phase, the Design Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the project documents and bid documents for the written acceptance of the City, unless that written acceptance is waived by the City, prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Design Consultant of the responsibility for design deficiencies, errors, or omissions;
 - (ii) Unless waived by the City, the design consultant shall obtain written approval for preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
 - (iii) Providing the City with bid documents in accordance with the format required by the City;

- (iv) Assist the Project Manager with answering questions by bidders and approving “equals” to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
 - (v) Assist the Project Manager with the preparation of any necessary addenda; and participating in the pre-bid conference with prospective bidders;
 - (vi) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
 - (vii) Performing all services included in the applicable portions of the applicable approved project-specific proposal.
- (4) Value Engineering: Prior to the completion of the Bidding Phase, the Design Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.
- (f) Construction Administration Phase:
- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
 - (2) The time schedule for the Design Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Design Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, punch lists, warranties, certifications, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid.
 - (3) The Design Consultant shall assist at a pre-construction conference with the Contractor and shall take and distribute to the City and the Contractor, upon request, written minutes of the pre-construction conference and of all meetings conducted.
 - (4) The Design Consultant shall take written minutes of all project meetings and shall distribute such minutes to the City for review upon request.
 - (5) The Design Consultant shall attend Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Design Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.

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

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

- (20) Prior to Final Inspection, the Design Consultant shall obtain the original "Marked-up As Built" drawings and a conformed copy of the Project Specifications from each Contractor. Based on these documents, the Design Consultant shall prepare, as necessary, and deliver to the Project Manager Record Drawings and a conformed copy of the Project Specifications showing all changes made during construction. Such Record Drawings shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" sets of drawings prepared by Contractor. The Record Drawings shall incorporate the Design Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Design Consultant as being Record Drawings. These drawings shall be delivered on a CD in PDF and DWG formats to the City Project Manager, together with all of the "Marked-up As Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Design Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Design Consultant's basic services fee for each project will not be paid until such Record Drawings and all Record Documents required are received.
- (21) When requested, the Design Consultant shall attend the Final Inspection with the City to ascertain that all work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Design Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (22) Prior to final payment to the Contractor, the Design Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (23) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Design Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished by the Design Consultant to the City.
- (24) The Design Consultant shall include as part of this phase all services included in the applicable portions of the applicable approved project-specific proposal and necessary for successful completion.

2.08 Surveying and Testing.

- (a) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the

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

- (b) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted, the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City such that any inadequacy or inconsistency can be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (c) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Basic Services. The City agrees to pay the Design Consultant, as compensation for any basic services rendered for a particular Project, either a maximum basic services fee, to be set forth in each approved Work Project proposal prepared prior to commencement of any work under this Agreement, or an amount based on the Design Consultant's periodic invoices, whichever is less.

3.02 Reimbursable Expenses. Unless expressly authorized by the City as part of any approved Task Order, the City will not compensate the Design Consultant for expenses such as postage, travel, mileage (if the project is within the City and County of Denver boundary), telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as part of each on-call Task Order as a not-to-exceed reproducible expense.

3.03 Supplemental Services. The Design Consultant shall be compensated for any additional services pre-approved in writing for any assigned Task Order, subject to the terms and conditions set forth herein and an additional services budget limits for that specific project.

3.04 Invoices. The Design Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Design Consultant's actual hours, rates, personnel, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The Design Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Design Consultant's invoice shall be separated as necessary to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City, and approval by the City, payment shall be issued. Final payment to the Design Consultant, for each assigned Task Order, shall not be made until after the project is accepted, all guarantees, certificates of completion, and record drawings and reproducible copies are delivered to the City, and the duties agreed to in the approved project proposal for that project

are otherwise fully performed by the Design Consultant. No deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the Parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**. In no event shall the maximum payment to the Design Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular Task Orders assigned to the Design Consultant under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Design Consultant for the work it performs on any assigned Task Order, at the time it accepts each proposal for a specific project. The Executive Director of DOTI, upon reasonable written request, will advise the Design Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Design Consultant on a specific project.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design Consultant for a specific Task Order to exceed the amount appropriated for the Design Consultant's work on a specific project is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Design Consultant has been advised in writing by the Executive Director of DOTI that a lawful appropriation sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated for the Design Consultant's Work on a project are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Design Consultant's own risk and sole expense.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The initial term of this Agreement shall commence upon execution and shall end three years thereafter; provided, however, that any work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. The term may be extended, at the sole option of the City by written amendment pursuant to Executive Order 8. In no event,

however, shall the Design Consultant's performance under this Agreement, including any extension, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to the City for all reasonable costs in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another design consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

- (a) The City shall provide available information regarding its requirements for each Task Order, including related budgetary information, and shall cooperate fully

with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify the City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.

- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to the Design Consultant.

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Contract Documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "**Documents**"), whether the project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, CAD files, (AutoCAD .dwg format), PDF files of all drawings (flattened), specification, and reports shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

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

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

5.04 Examination of Records and Audit. Any authorized agent of the City, including the City Auditor or their representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Design Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Design Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Design Consultant to make disclosures in violation of state or federal privacy laws. The Design Consultant shall at all times comply with D.R.M.C. 20-276.

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

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant 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, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

- (a) General Conditions: The Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Design 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. The Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) Proof of Insurance: The Design Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Design Consultant certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds: For Commercial General Liability and Automobile Liability, the Design Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability the Design Consultant's insurer shall waive subrogation rights against the City.
- (e) Subconsultants: The Design Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Design Consultant and appropriate to

their respective primary business risks considering the nature and scope of services provided.

- (f) Workers' Compensation/Employer's Liability Insurance: The Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) Commercial General Liability: The Design Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) Automobile Liability: The Design Consultant shall maintain Automobile Liability with minimum 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 and Omissions): The Design Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

5.08 Defense and Indemnification.

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) The Design Consultant's obligation to defend and indemnify may be determined after the Design Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. The Design Consultant's duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if the Design Consultant is not named as a Defendant.
- (c) The Design Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

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

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

Exhibit A	Scope of Work
Exhibit B	Key Personnel and Rates
Exhibit C	Task Order Form
Exhibit D	Task Order Change Form
Exhibit E	Certificate of Insurance

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

Sections 1 through 5
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

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

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

5.13. Conflict of Interest.

(a) The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant

further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

5.17 Proprietary or Confidential Information.

- (a) City Information: The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent professional would to protect its own proprietary or confidential data. **"Proprietary Data"** shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

- (b) Design Consultant's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

5.20 Waiver of C.R.S. § 13-20-802, et seq. The Design Consultant specifically waives all the provisions of the Colorado Construction Defect Action Reform Act (CDARA) and Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 et seq.) relating to design defects in any project under this Agreement.

5.21 Compliance With Denver Wage Laws: To the extent applicable to the Design Consultant's provision of services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5.22 Small Business Enterprise Requirements.

(a) This Agreement is subject to Article VII of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-201 to 28-236 (the "SBE Ordinance"), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Design Consultant is a certified Small Business

Enterprise (“SBE”) and pursuant to § 28-208, D.R.M.C., the Design Consultant is required to self-perform a minimum of 30% of the contract work.

(b) Under § 28-222, D.R.M.C., the Design Consultant has an ongoing, affirmative obligation for the duration of this Agreement to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting this Agreement through change order, contract amendment, force account, or other modification under § 28-223, D.R.M.C. The Design Consultant acknowledges that:

(1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Design Consultant’s compliance with the defined selection pool requirements and SBE self-performance requirements.

(2) Design Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases under § 28-223, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Design Consultant at the time of award of this Agreement, shall be promptly submitted to the DSBO.

(3) The Design Consultant shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.

(4) The Design Consultant shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Design Consultant shall not, during the term of this Agreement:

(i) Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or

(ii) Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.

(5) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in § 28-229 of the SBE Ordinance.

(6) Should any questions arise regarding SBE and DSBO requirements the Design Consultant should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999

5.23 Survival of Certain Contract Provisions. The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable

as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

5.26 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

To the City:	Executive Director of Transportation and Infrastructure 201 West Colfax Avenue Denver, Colorado 80202
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To the Design Consultant:	Valerian, L.L.C. 165 S. Union Blvd., Suite 366 Lakewood, Colorado 80228
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The addresses may be changed by the Parties by written notice.

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

5.28 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No

subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

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

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Contract Control Number: DOTI-202578914-00
Contractor Name: VALERIAN, L.L.C.

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:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202578914-00
VALERIAN, L.L.C.

By:  _____

Name: Cassie Kaslon
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

On-Call Professional Services- Specialty Services
Category 1- Landscape Architectural Services

Detailed Scope of Work

The City and County of Denver (City) Department of Transportation and Infrastructure is soliciting Requests for Proposals from Consultant Teams to provide **On-call Professional Services: Specialty Services**; Category 1- Landscape Architectural Services. Architectural and/or Engineering firms are asked to partner with sub-consultants, when needed, creating a complete Design Team capable of providing specialty landscape architectural and engineering services in response to numerous and varied projects arising within the City. The Agreement for **On-call Professional Services: Specialty Services** will have a three-year term and will have a contract limit of \$3,000,000. Projects will be initiated by issuing task orders to the contract with the aggregate fee for all task orders limited to \$3,000,000. The City reserves the right to issue Proposal Requests to multiple On-Call Consultant Teams for a single Task Order.

Task order scopes can include but will not be limited to:

Category 1: Landscape Architecture

- Landscape Architecture
- Landscape site programming and design studies
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
- As-built documentation
- ADA and code evaluation and compliance
- Cost Estimating
- Historic Preservation
- Fire Protection and Life Safety
- Peer Review
- Public Engagement
- Bridge, sidewalk, ROW elements, roadway design
- Data Collection
- Project Management / Staff Augmentation
- Program Management / Staff Augmentation
- Structural evaluations, studies, and designs
- Construction administration
- ADA Measurement/Inspection and review
- Other design and engineering services required for the delivery of specialty services listed herein, but not explicitly described in above list.

For specific task orders requiring specialty consultants under the **On-call Professional Services: Specialty Services**, the Design Consultant may solicit a proposal from a sub consultant who is not listed as a Consultant Team Member in the Agreement. Participation from specialty sub-consultants added at the Task Order level who are not listed as a Consultant Team Member in the Agreement can count towards the SBE goal if they have an SBE Certification with the City.

To assist in expediting design services for task orders, consultant teams are encouraged to include more than one sub consultant for disciplines/firms often experiencing a back-log of work. The City expects its On-Call Design Service consultants to provide responsive customer service as it relates to project needs

On-Call Professional Services- Specialty Services
Category 1- Landscape Architectural Services

and requirements. Please note the prime consultant is responsible for managing the approach to meeting the prescribed SBE goal associated with the Agreement.

State and local government facilities must follow the requirement of the 2010 ADA Standards for Accessible Design (2010 ADA Standards). Facilities that do not comply with the 2010 ADA Standards may prevent people with disabilities from fully and equally enjoying Denver's services, programs, or activities and may constitute discrimination on the basis of disability. Any construction or alterations to Denver buildings and facilities by it or on its behalf will fully comply with the requirements of the 2010 ADA Standards. Consultants are therefore responsible for ensuring architectural designs for construction and/or alterations are compliant with the 2010 ADA Standards.

The Agreement is managed by Department of Transportation and Infrastructure, who has contract authority on behalf of the City. Department of Transportation and Infrastructure is contractually responsible for managing each task order, and a Project Manager within Department of Transportation and Infrastructure will be the Consultant Team's direct point of contact for each task order issued. The awarded Consultant Teams shall ensure project communication between the Consultants and the End User is conveyed and managed through the Department of Transportation and Infrastructure Project Manager. In addition, the City would like the Design Consultant to identify a consistent point of contact who will become familiar with the contract language, forms, and requirements set forth in the Agreement, as well as fully understand the City's process of doing business as it relates to the task orders and On-Call Agreement.

The Consultant Team must possess the following capabilities, as needed per category scope listed above.

- Full-Service Landscape Architectural Design including compliance with Americans with Disabilities Act (ADA) requirements and all applicable codes, regulations, and standards.
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Cost Estimating
- Roof Consulting, design and engineering
- Sustainability / LEED Consulting
- Americans with Disabilities Act (ADA) Consulting
- Code Consulting
- Commissioning
- Cost Estimating (consultant) & Independent Cost Estimating (contractor)

Below is a list of various design projects completed using past On-Call Design Services. The intent of providing this list is to provide examples of the types of projects the City may request the awarded Design Consultants to propose on as part of the On-Call Design Services Agreement:

- Sloan's Lake Play and Tennis Courts— Design budget \$30,000
- Cuernavaca Park design— Design Budget \$660,000

On-Call Professional Services- Specialty Services
Category 1- Landscape Architectural Services

- Montbello Park - Tennis Court Replacement, Lights, and Baseball Improvements– Design Budget \$225,000

Work under the Agreement will be performed within facilities operated by, but not limited to, the following City Agencies:

- Denver Parks and Recreation
- Denver Arts and Venues
- Denver Public Libraries
- Denver Police Department
- Denver Fire Department
- Denver Sheriff Department
- Denver Department of General Services
- Denver Zoo
- Denver Department of Transportation and Infrastructure
- Department of Housing Stability (HOST)
- Climate Action, Sustainability & Resiliency (CASR)
- Denver Real Estate/Department of Finance

EXHIBIT B

KEY PERSONNEL AND RATES

PRIME CONSULTANT SERVICES PROVIDED

Valerian strongly values a team approach to design, our clients are the most valuable team member. Establishing strong lines of communication between the consultant team and client team early in the process provides for a positive end result. It is critical to each project that all key personnel assigned are highly visible and remain for the duration for clear communication and continuity. We believe that each project that we have the opportunity to work on, is borrowed from the client and ultimately the end user, they are not ours to keep. This philosophy instills a sense of stewardship in our design team and puts the client's and community's goals ahead of personal interests.

Cassie Kaslon will provide project oversight for any task order put forth by DOTI. All of our project managers have a history of leading multi-disciplinary projects as the prime consultant, requiring the highest levels of effective communication and organization. Our attention to detail and working knowledge of landscape construction have kept Valerian projects on schedule and budget.

Valerian is able to self perform the following tasks:

- System-wide planning for parks, recreation and open space
- Master planning for parks, recreation amenities, open space, and trail systems
- Community outreach, including public meetings
- Site Grading
- Site and facility design
- Hardscape and paving design
- Planting design
- Irrigation design
- Playground Design
- Materials selection and detailing
- Construction document preparation
- Construction administration/observation
- Technical specification writing
- Project management
- Project scheduling
- Bidding assistance
- Construction inspection (landscape and irrigation)
- Preparation of written reports, drawings, and graphic presentations design

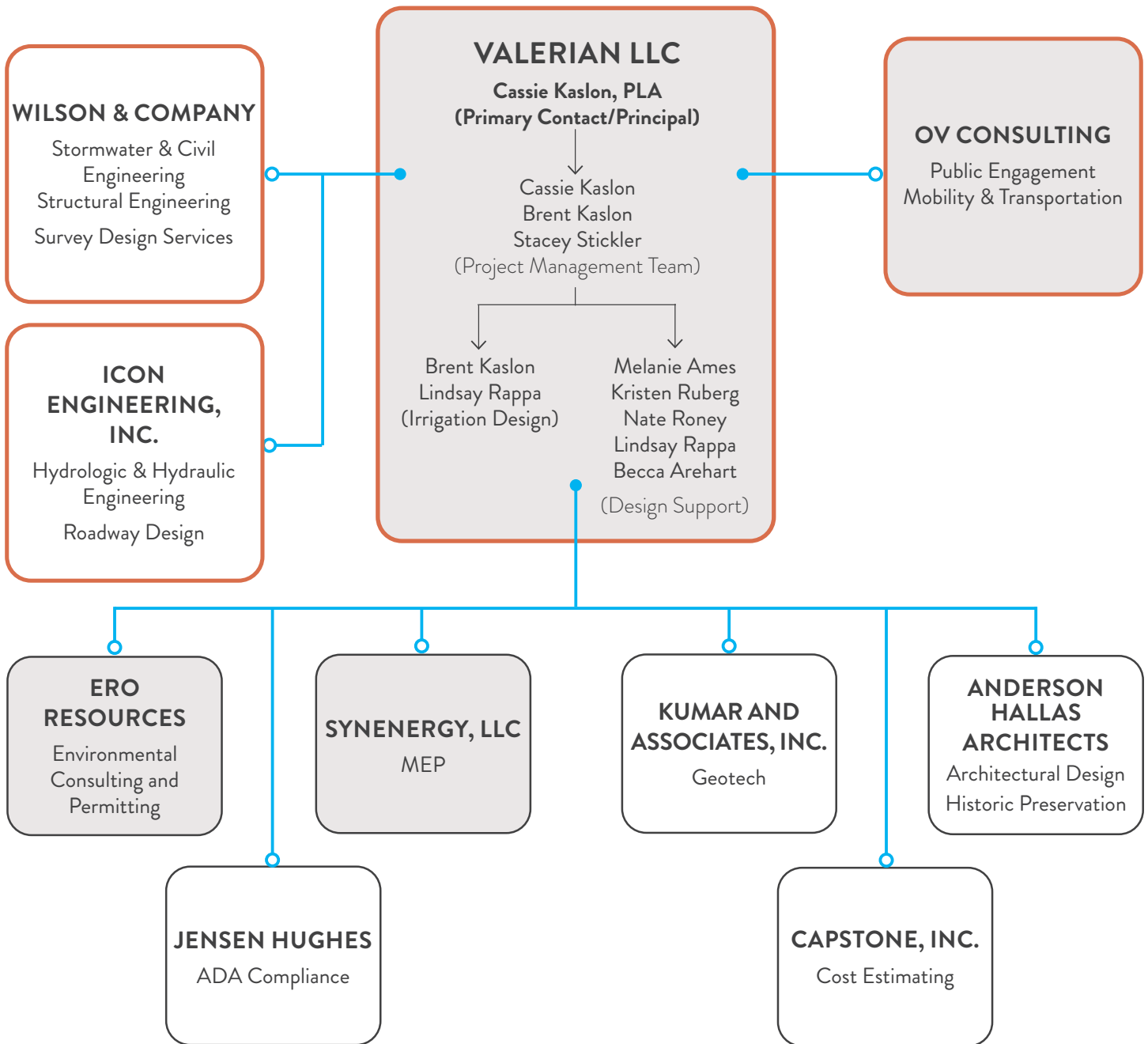
SUB-CONSULTANT SERVICES PROVIDED

Valerian prides ourselves in our ability to successfully collaborate and manage multi-disciplinary projects. In addition to Valerian's staff, we have selected a team of subconsultants to add to the skill set of our team. Valerian has crafted a first-rate team of skilled consultants that have successfully worked together in the last five years on similar types of projects. These firms are responsive and adhere to our professional and collaborative approach to working with clients. We selected our team of consultants because of our past working experience, long standing reputations for excellence in the industry, and work with the City of Denver. They are a mix of specialized consultants with the expertise specifically suited for the anticipated needs of the example projects listed in the request for proposals. Collectively, we provide extensive experience in planning and design, public facilitation, green infrastructure, nature play, playground design, structural, electrical, environmental, architecture, code compliance, trail planning, and sustainability services. Our team will work closely with DOTI staff to thoroughly understand the desired outcome of each project and to ensure the designs are completed on schedule and within the anticipated budget, making every dollar count.

In some situations, the capabilities and services provided by Valerian may overlap with those of our consultants. When this occurs, Valerian will work with the DOTI project manager to select the correct consultant for the specific project needs.

Refer to the following pages for our Team Organization Chart and key personnel.

TEAM ORGANIZATION CHART



Core Team
Consultants



SBE
Certified Firm



CASSIE KASLON | PLA

PRINCIPAL, MANAGER OF LANDSCAPE ARCHITECTURE

LICENSURE

Colorado #974

EDUCATION

Bachelor of Science Landscape Architecture Colorado State University

PROFESSIONAL ORGANIZATIONS

Member Women in Design | WID

Member Women in Transit

Member American Society of Landscape Architects | ASLA

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE

2013 | 16

SELECT PROJECT EXPERIENCE

Big Thompson at 287 Longmont, CO

Kennys Run Drainageway & Promenade
Golden, CO

**Sanderson Gulch Drainageway
Improvements** Denver, CO

South Platte Whitewater Experience
Adams County, CO

First Creek Park Denver, CO

Westwood Via Verde Trail Denver, CO

12th Avenue Outfall Greeley, CO

7th Avenue Water Quality Bumpouts
Greeley, CO

**Niver Creek Channel Improvements &
Trail** Thornton, CO

**DPR Nature Play in the Built
Environment Design Guidelines,**
Co-Author

South Platte Valley; Section 1135 Study
USACE

Cherry Creek Master Drainage Plan
Denver, CO

Gregory Canyon Creek Boulder, CO

Stuart Street Water Quality Installation
Denver, CO

Cassie was born and raised in Colorado which instilled a deep understanding of the unique considerations that are required for designing in our state. She sees the importance in not only creating site specific, unique designs but ensuring their longevity through attention to detail. Her desire to connect individuals to the varied Colorado ecosystems drives her to produce designs that are accessible and enjoyable as well as ecologically, socially, and fiscally sustainable. Cassie has a varied and diverse background, including both public and private projects as well as extensive experience in the field.

Cassie is the principal/owner at Valerian and also acts as the studio manager. She draws experience from her past projects which includes a focus on green infrastructure, drainageway and stream corridor improvements, natural play environments and green roof design. Using her gained knowledge she leads the Valerian team to work with clients and subconsultants to generate quality designs. She has led several multi-disciplinary teams through completion of improvements within stream corridors that improve public safety and expand access to trails and open space. She is well versed in the intricacies and nuances of working within the floodplain and the critical need to design resilient landscapes and infrastructure.

Cassie's anticipated contribution to this contract: 30%.



Kennys Run Drainageway & Promenade



STACEY STICKLER | PLA

ASSOCIATE PRINCIPAL, SENIOR LANDSCAPE ARCHITECT

LICENSURE

Colorado #654

EDUCATION

Master of Landscape Architecture University of Arizona

Bachelor of Arts University of Wisconsin Madison

PROFESSIONAL ORGANIZATIONS

Member American Society of Landscape Architects | ASLA

Member Green Roofs for Healthy Cities

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE

2012 | 24

SELECT PROJECT EXPERIENCE

Platte Farm Open Space[^] Denver, CO

Salida Skate Park Salida, CO

Billy Cordova Memorial Park Buena Vista, CO

The Crossing Buena Vista, CO

48th Avenue Outfall & Greenway Denver, CO

Poncha Boulevard Streetscape Salida, CO

First Street Streetscape Improvements City, CO

City of Thornton ROW Median Improvements Thornton, CO

St. Charles Place Park[^] Denver, CO

DEN Hotel and Transit Center Denver, CO

Denver Botanic Gardens Visitor Welcome Garden^{*} Denver, CO

Denver Botanic Gardens York Street Streetscape^{*} Denver, CO

^{*}Completed at prior firms

[^]ASLA Award Winning Project

Stacey Stickler has over 24 years experience as a landscape architect in the Rocky Mountain region. Stacey has designed and managed the installation of numerous recreational, institutional and public projects including the DEN Hotel and Transit Center and the renovation of the St. Charles Place Park. Her design sensitivities and commitment to utilizing regional and enduring materials on both public and private projects have helped create memorable places that fit texturally and cohesively into their respective settings.

Stacey's extensive experience in collaborating with multiple agencies and disciplines informs and enriches her perspective on landscape architecture. Her understanding of complicated projects and her ability to work with complex and programmatically intense design conditions make her an invaluable member of the Valerian design team. She brings a background in urban design, streetscape design, campus planning, park and trail design and open space design.

She served as the project manager for the Platte Farm Open Space project in Globeville that received the ASLA Colorado President's Award of Excellence in Diversity, Equity & Inclusion for transforming a former brownfield to a thriving, community amenity.

Stacey's anticipated contribution to this contract: 30%.



Platte Farm Open Space



BRENT KASLON | AICP, CFM

ASSOCIATE PRINCIPAL, URBAN PLANNER & IRRIGATION DESIGN

EDUCATION

Master of Urban & Regional Planning University of Colorado Denver

Bachelor of Science Colorado State University

PROFESSIONAL ORGANIZATIONS

Member American Planning Association | APA

Member American Institute of Certified Planners | AICP

Member Colorado Association of Stormwater & Floodplain Managers | CASFM

Member Association of State Floodplain Managers | ASFPM

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE

2012 | 16

SELECT PROJECT EXPERIENCE

Tennessee & Oneida Storm Drain Project Denver, CO

Garland Park Turf Conversion Denver, CO

Westwood Via Verde Trail Denver, CO

Platte Farm Open Space Denver, CO

Silverman Park Renovation Denver, CO

Sanderson Pollinator Garden Denver, CO

48th Avenue Outfall & Greenway Denver, CO

Globeville Levee Denver, CO

Poncha Boulevard Salida, CO

DEN Hotel & Transit Center Denver, CO

Coal Creek Town of Erie, CO

Mayfield Park Thornton, CO

South Adams County Water & Sanitation District Adams County, CO

Buckley Air Force Base Aurora, CO

Cherry Creek Valley Ecological Park Centennial, CO

Denver Curling Club Lakewood, CO

Brent Kaslon is an irrigation designer, certified planner (AICP), certified floodplain manager (CFM) and landscape designer with experience in both the public and private sectors. He specializes in land use planning, environmental planning, green infrastructure, stream corridor restoration, landscape design, irrigation design, and construction period services. After Brent completed his master's degree in urban and regional planning, he worked in both the public and private sectors before arriving at Valerian. Brent completed the Stream Management Academy at the Mile High Flood District in 2019 to enhance his ability to design with the watershed and natural hydrology in mind.

At Valerian, Brent is a leader in irrigation design, planning, and landscape design drawing from his diverse background to guide complex projects to completion. He draws on his past experience from prior occupations in golf course maintenance and landscape construction to inform his irrigation designs. He has a passion for native vegetation and varied past in landscape makes Brent an asset to Valerian's multidisciplinary project teams.

Brent has worked on innumerable irrigation design projects and designs systems that utilize water-wise principals and components that uses water efficiently to limit water waste. He is knowledgeable and effective at managing projects in the sensitive arid climate of Colorado and meeting each municipalities requirements.

Brent's anticipated contribution to this contract: 35%.



Globeville Levee Improvements

**MELANIE AMES, PLA****Associate | Landscape Architect**

Melanie Ames is a licensed landscape architect and project manager with over 16 years of experience in leading complex projects across both the public and private sectors. Her portfolio demonstrates a mastery of design at varying scales, from large-scale master planning to highly detailed site designs. She brings over a decade of specialized expertise in playground design, school campus design, and the development of heavily active pedestrian spaces. Known for her ability to transform client concepts into innovative, code-compliant play environments, Melanie creates spaces that promote exploration, incorporate age-appropriate levels of challenge, and emphasize inclusivity for individuals of all abilities. Anticipated contribution to this contract: 30%

**KRISTEN RUBERG****Associate | Project Designer**

Kristen Ruberg is a landscape designer and project manager with over a decade of experience working throughout the Front Range of Colorado. With a diverse portfolio of projects including parks and open space, stream restoration, greenways and trails, she has gained valuable experience in both the private and public sectors. Kristen has worked to progress several projects through schematic design, design development, construction documentation and construction period services and has fulfilled multiple roles within a single project; balancing documentation, graphic design and project management. Completing several construction period services terms on different types of projects has allowed Kristen to produce more comprehensive construction documents and understand the impact of design decisions as well as always striving to learn new techniques in the ever changing stream corridor landscape. Anticipated contribution to this contract: 35%

**NATE RONEY, PLA****Landscape Architect**

Nathaniel is a licensed Landscape Architect with over 13 years of industry experience in Colorado. With a diverse professional background that includes commercial and residential design, design-build, and construction experience, Nathaniel brings a unique perspective to the Valerian team. Projects he has been involved with range from large scale development and site planning, to design of intimate pedestrian spaces. His knowledge of plants native to the mountain west region allow Nathaniel to generate designs that are site specific and water conscientious. Anticipated contribution to this contract: 40%

LICENSURE

Colorado #1437

Wyoming #LA-0243C

EDUCATION**Bachelor of Science Landscape Architecture**

Colorado State University

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE

2022 | 16

SELECT PROJECT EXPERIENCE**NB Speer Boulevard Renovation** Denver, CO**Bear Creek Regional Trail & Bridge** Denver, CO**Skyline Park** Denver, CO**EDUCATION****Master of Landscape Architecture**

University of Colorado Denver

Bachelor of Arts

University of Michigan

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE

2015 | 11

SELECT PROJECT EXPERIENCE**Stagecoach Trailhead at Elk Meadow Park** Evergreen, CO**Van Bibber Trail** Jefferson County, CO**Westwood Via Verde** Denver, CO**LICENSURE**

Colorado #1211

EDUCATION**Master of Landscape Architecture**

University of Colorado Denver

Master of Urban Planning

University of Colorado Denver

Bachelor of Science

Western Michigan University

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE

2018 | 13

SELECT PROJECT EXPERIENCE**Alderfer Trailhead** Evergreen, CO**Globeville Levee** Denver, CO**Westwood Via Verde Trail** Denver, CO



MACK FLEMING, PLA **Landscape Architect**

Mack is a landscape designer with a dedication to sustainable design principles, often incorporating native plant palettes, and infusing a distinct sense of place into each of his projects. His expertise spans various realms of landscape design, starting his career in New York, working on high-end residential design. He moved to Colorado in 2017 and began to expand his skill set, designing rooftop spaces, eventually moving on to large-scale development and planning. He has had the privilege of designing a wide array of site, ranging from wetland restoration projects to pocket parks, streetscapes, and golf courses. Anticipated contribution to this contract: 35%



LINDSAY RAPPA **Project Designer**

Lindsay is a landscape designer with an interest in sustainability, parks and open space and ecological restoration. She draws much of her design inspiration from nature and through the landscapes that she's experienced in her travels. With 9 years of professional experience in landscape architecture, high-end residential design and planning, Lindsay aims to make a stronger impact in the community by shifting her career to serve more projects in the public sector. Her professional training in landscape and irrigation design as well as her technical skills in AutoCAD, the Adobe Creative Suite, SketchUp and Lumion has made her a valuable asset to the Valerian Team. Anticipated contribution to this contract: 28%



BECCA AREHART **Project Designer**

Becca is a landscape designer with a passion for community, sustainability, and education. She is intrigued by green spaces and their ability to provide communities with mental and physical health benefits as well as how they can bring people together. She has a professional background working in Colorado on community design, creek restoration, and flood mitigation projects. Her experience designing in AutoCAD, the Adobe Creative Suite, SketchUp, and Lumion bring valuable support to the Valerian team. Anticipated contribution to this contract: 35%

LICENSURE

Colorado #1737

EDUCATION

Bachelor of Arts

SUNY College of Environmental Science & Forestry

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE
2023 | 7

SELECT PROJECT EXPERIENCE

South Platte Whitewater Experience Adams County, CO

Big Thompson at 287 Longmont, CO

Cleora Park Salida, CO

EDUCATION

Bachelor of Science Landscape Architecture

Cornell University

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE
2021 | 9

SELECT PROJECT EXPERIENCE

Globeville Levee Denver, CO

48th Avenue Outfall & Greenway Denver, CO

Big Dry Creek at South Suburban Golf Course
Centennial, CO

EDUCATION

Bachelor of Environmental Design

University of Colorado Boulder

YEAR JOINED VALERIAN | YEARS OF EXPERIENCE
2021 | 5

SELECT PROJECT EXPERIENCE

12th Avenue Outfall Greeley, CO

Gregory Canyon Creek Boulder, CO

Ralston Creek Nature Play Arvada, CO

WILSON & COMPANY – STORMWATER, CIVIL & STRUCTURAL ENGINEERING, SURVEY DESIGN



Wilson & Company, Inc., Engineers & Architects, has brought more than 700 people together in 15 offices over nine states to build Higher Relationships through discipline, intensity, collaboration, shared ownership, and solutions with our clients, partners, and communities. After 90 years of business, professionals continue to hone their craft with us, including civil, mechanical, electrical, and structural engineering; architecture; planning; biology; surveying; mapping; GIS specializations; drone piloting; financial analyses; program management; construction administration and observation; and a growing number of multi-disciplinary specialties. We seek to create value for a diverse client base, including federal and municipal governments, public transportation agencies, railroad companies, industrial and commercial corporations, and private developers.

Danny Zamarripa, PE **Civil Practice Lead**

Danny Zamarripa's experience includes design and development of construction plans of urban and rural roadway corridors, highways, interchanges, intersections, roundabouts, and multimodal facilities. In addition to his design and project management abilities, Danny has the unique skillset of creating detailed 3D models and producing realistic project renderings using a variety of software tools. He provides municipal, county, and state clients with optimum roadway geometry, comprehensive 3D models, visualization production, quantity and cost estimates, accident and safety analysis, detailed grading plans, and public involvement efforts.. Anticipated contribution to this contract: 40%

David Stewart, PLS **Survey Lead**

Mark Hildahl's recent work navigating teams through structure design involving complex site logistics, large stakeholder/ multi-disciplined teams, and on-call structural design is one of the team's most valuable assets. Mark provided consistent 24-hour response time to 200+ RFIs throughout the award-winning 47th and York Project Construction. Mark's experience in the coordination of large projects in conjunction with Landscape Architecture, Hydraulics, and other disciplines resulted in the most successful projects. Mark's experience includes designing various retaining walls and bridge types, such as pedestrian bridges, pre-stressed girders, post-tensioned concrete boxes, conventional cast-in-place, steel girders and boxes, and suspension bridges. Wilson can self-perform survey design services and typically subcontracts with TriUnity for any SUE services needed. Anticipated contribution to this contract: 20%

Mark Hildahl, PE **Structural Practice Lead**

David Stewart has survey management experience involving topographic survey development, land survey control diagrams, and right-of-way (ROW) mapping. Prior to joining Wilson & Company, Mr. Stewart worked for the Colorado Department of Transportation (CDOT) as the Region 1 Survey and ROW Plans Supervisor and interim ROW Manager. He brings experience in all phases of surveying and ROW. Many of his projects have had an emphasis on the preparation of ROW plans, legal descriptions, ownership research, and preparing ROW and survey documents for the Transportation Commission approval process. Mr. Stewart had supported the Appraisal and Acquisition Units, was the project manager of Region 1's non-project specific contracts, and a panel member for many CDOT requests for proposals. He also guided engineering and surveying firms through the Local Agency Project processes, reviewed consultants, and submittals for surveying services. Anticipated contribution to this contract: 30%

ICON ENGINEERING – HYDROLOGIC & HYDRAULIC ENGINEERING, ROADWAY DESIGN



ICON is a Colorado-based civil engineering firm specializing in complex floodplain modeling; hydrologic/hydraulic analyses; river and drainage master plans; stream stabilization and restoration; bridge hydraulics; design of utility and storm water infrastructure; accessible sidewalks, and trails, parks and open space; roadway, multi-modal, and civil infrastructure design; GIS applications, permitting, and general civil engineering projects. In business since 1997, ICON currently employs a total of 39 personnel including 17 registered engineers, and 10 certified floodplain managers (CFMs), with additional supporting engineers, GIS Specialists, technicians, programmers, and administration personnel immediately available to proceed with your anticipated services.

ICON has worked with the City & County of Denver and Denver Parks & Recreation for over 25 years. They are currently working on the 48th Avenue Outfall design project with Wilson & Company. Additional City and County of Denver projects include the Sanderson Gulch Dog Park and Playground, Westwood Trail, Platte Farm Open Space, N. Speer Blvd. Irrigation, and a design-build maintenance project at Arkins Plaza. Additionally, Denver's Sanderson Gulch Channel Improvements project won the CASFM Engineering Excellence Award in 2020. ICON is very familiar with civil design for parks and trails projects, Construction Activities Stormwater Discharge Permits (CASDP), and Sewer Use Drainage Permits (SUDP). In their 28-year history, ICON has performed civil engineering design through on-call agreements with 32 different Towns, Cities, Counties, and Federal Agencies.

James Duvall, PE

Civil Engineering: Hydrology & Hydraulics Design Lead

James is an experienced engineer who has worked extensively with open channel design, local parks, and master planning projects. He has overseen the complete project lifecycle including assessment, design, permitting, construction, and floodplain memorialization. He has performed geomorphic stream assessments including field data collection and survey for the Colorado Stream Quantification Tool and MHFD Urban Stream Assessment Procedure, among others. He has extensive experience with hydrologic modeling for stormwater master plans, major drainageway plans, and FHAD analyses. James has also cultivated an advanced understanding of hydraulic modeling necessary to study channel dynamics and analyze floodplain impacts. He is currently working with Valerian on the final design for the Bear Creek Trail project for the City and County of Denver. Anticipated contribution to this contract: 30%.

Taylor Domin, PE

Civil Engineering: Roadway & Multimodal Design Lead

Taylor has a vast amount of design experience that spans the civil engineering areas of roadway, grading, drainage, parks, pedestrian walkways/trails, sanitary sewer, domestic water, land development, and structural design of retaining walls. He is talented at preparing plans from preliminary design through construction documents, preparing technical reports, providing clear communication with project stakeholders, performing construction administration duties, and has a keen eye for detailing unique characteristics at each job site. His past experience working with the City and County of Denver includes the Jackson Street Storm Drain improvements project near National Jewish Health, completed in 2021. Anticipated contribution to this contract: 30%.

OV CONSULTING— PUBLIC ENGAGEMENT, MOBILITY & TRANSPORTATION PLANNING



OV Consulting (OV) is a woman-owned Disadvantaged Business Enterprise (MWBE) that has been providing urban planning and engineering services in the Denver region and surrounding states for over twenty years. With a focus on transportation, multimodal connectivity, urban placemaking, resiliency and livable community design, OV stands as a regional leader in planning and design. OV

specializes in tackling complex urban challenges through innovative design and sustainable community practices. OV's technical success is built on a significant background in stakeholder coordination, community education, outreach, and historic awareness relevant to today's equity issues, and with the recent acquisition of NHN Consulting, OV has greatly expanded its engagement capacity and expertise. Notable awards in innovative design and effective community buy-in include the Colorado Association of Stormwater and Floodplain Managers (CAFSM) Grand Award for Engineering Excellence.

Nora Neureiter

Community Engagement and Outreach Manager

Nora Neureiter has over 20 years of experience in public policy, communications, and constituent relations and is OV's Manager of Communications and Engagement. Nora has experience combining asynchronous input tools (surveys and mapping tools) with public meetings, advisory groups, focus groups, and community pop-ups to ensure robust and inclusive community engagement. Anticipated contribution to this contract: 20%.

Elizabeth Rencher

Bilingual Outreach Specialist

Elizabeth Rencher is a Bilingual Outreach Specialist experienced in engagement and strategic project management within multi-disciplinary and cross-cultural settings. She is dedicated to working with communities to co-create plans grounded in a deep understanding of their values and unique strengths. Anticipated contribution to this contract: 20%.

Chris Vogelsang, PE **Principal Engineer**

Chris Vogelsang, PE, is a Traffic Engineer with more than twenty-five years of experience in the transportation field including specific areas of expertise in bicycle and pedestrian facilities planning and design, traffic operational assessment, parking demand estimation and analysis, micro simulation of surface street traffic, and transit operational planning and design. Anticipated contribution to this contract: 18%

Kevin Rangel, EIT **Engineer**

Kevin Rangel, EIT is an assistant engineer with expertise in traffic engineering, transportation design, and transportation planning. He has developed concept and final design plans for the Community Transportation Networks (CTN) and West Denver Safer Streets (WDSS) projects, worked on the design of accessible curb ramps in support of CDOT's curb ramp accessibility initiative. Anticipated contribution to this contract: 25%

Reese Shaw **Urban Planner**

Reese Shaw is an Urban Planner with over six years of experience with a background in multimodal transportation planning from Boulder. He specializes in multimodal transportation and land use planning with experience in both the public and private sectors. Anticipated contribution to this contract: 22%

ERO RESOURCES CORPORATION — ENVIRONMENTAL CONSULTING & PERMITTING



ERO Resources Corporation (ERO) has been providing environmental consulting services throughout the Intermountain West since 1981 and is a recognized leader in National Environmental Policy Act (NEPA) compliance, environmental planning, biological resources, cultural and historic resources, and environmental due diligence and remediation. Our mission is to provide resource solutions that are objective, practical, and defensible, and to conduct our services with the highest degree of integrity, quality, and professionalism. Recently, ERO was awarded work on the DOTI South Platte River Trail Improvement Project, which is a continuation of a successful, longtime partnership between ERO, City and County of Denver (CCD), and Colorado Department of Transportation (CDOT). Headquartered in Denver, with satellite offices in Durango and Grand Junction, Colorado, and Boise, Idaho, ERO maintains a staff of over 90 professionals. ERO holds Minority/Women Business Enterprise (M/WBE), Disadvantaged Business Enterprise (DBE), and Small Business Entity (SBE) certifications.

Courtney Marne **Biologist | Project Lead**

Courtney is an ecological biologist with expertise in wetland delineations, vegetation mapping, aquatic and wildlife research, threatened and endangered species surveys, and wildlife habitat evaluations. She prepares and reviews biological documentation and reports for compliance with local, state, and federal regulatory requirements, including the Endangered Species Act (ESA), Clean Water Act (CWA). Courtney is skilled at evaluating environmental impacts, analyzing restoration and compliance issues, and developing threatened and endangered species habitat conservation, restoration, and mitigation plans. Anticipated contribution to this contract: 18%

Jonathan Hedlund **Senior Archaeologist**

Jonathan has worked in cultural resource management since 2007 and he has overseen Section 106 and NEPA projects involving numerous federal agencies for clients in the oil and gas industry, private developers, water conservancy districts, and local municipalities. Jonathan has managed large pedestrian block and linear surveys, archaeological data recovery excavations, and developed geomorphic study and exploratory testing programs. His experience includes extensive National Register of Historic Places evaluation, effects assessments, and avoidance strategies for all types of historic and prehistoric resources. Jonathan has worked with clients to resolve or avoid adverse effects on historic properties through both traditional and creative methods. Anticipated contribution to this contract: 15%

Haley Ritter **Restoration Ecologist**

Haley has seven years of professional experience as an Environmental Scientist/Biologist, with a particular passion for plants, pollinators, and riparian restoration. She has extensive experience conducting field work for biological and socio-cultural resources, where she excels at wetland delineations, GIS mapping, and noxious weed surveys. To complement her field work, Haley also completes reporting and permitting requirements for these resources and is familiar with the various agencies involved during the environmental process, including state and local governments and transportation departments. Haley has worked on a variety of water quality related permits and mitigation activities in Colorado, Nebraska, and South Dakota; including Section 404 permits, wetland mitigation and monitoring plans, and Waters of the U.S. determination reports. Anticipated contribution to this contract: 22%

SYNERGY – MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING



SynEnergy is a Denver based Mechanical/Electrical/Plumbing (MEP) engineering firm with a strong experience working with the City and County of Denver (CCD). Our projects include the Skyline Park, Denver Women's Jail, the Wellington Webb Building, multiple projects for Denver International Airport (DEN), the Buell Theatre Renovation, the Denver Convention Center, and a previous On-Call contract with Denver Parks & Recreation department. SynEnergy is certified MWBE and SBE with the City and County of Denver and is certified DBE with the state of Colorado. We are a 100% women-owned and 100% minority-owned firm.

SynEnergy is an engineering firm, with a focus on mechanical/electrical engineering design and high-performance buildings. Our staff has extensive expertise with integrating mechanical /electrical design with computational fluid dynamics and DOE2 hourly-simulated energy modeling tools such as eQUEST and EnergyPlus – yielding energy-efficient building systems for commercial, industrial, and federal applications.

Mina McCullom, PE, CEM

Project Manager of MEP Engineering Team

With nearly 20 years of experience in Project Management & Mechanical Engineering; Mina brings her unique understanding of multidisciplinary expertise to deliver efficient building-systems solutions to projects from concept phase to execution. Anticipated contribution to this contract: 20%.

Layne Webber, PE, LEED BD+C, LC

Lead Mechanical Engineer

Layne started her electrical engineering career designing systems for the City and County of Denver and K-12 schools. As her career progressed she has provided project management, electrical engineering, and lighting design for a wide variety of projects. Anticipated contribution to this contract: 65%.

Jonathan Bragg

Lead Mechanical Engineer

Having designed mechanical systems for multiple hospitals including a level 1 trauma unit, Jon has a great deal of experience in Medical Mechanical design, as well as design strategy's for high level medical buildings. Anticipated contribution to this contract: 90%.

Grayson Souther

Plumbing Engineer

Grayson has worked on Mechanical and Plumbing design and Construction Administration for many multi-family projects as well as multiple projects at Denver International Airport. Anticipated contribution to this contract: 55%.

KUMAR – GEOTECHNICAL SERVICES



Kumar & Associates, Inc. (K+A) has been providing quality geotechnical engineering, construction materials testing, and environmental services for several communities throughout Colorado for more than 34 years. K+A has worked with municipalities and design partners to develop and create public spaces along the Front Range. We take pride in working on these types of projects since the impact is felt within our staff's residential areas. More recently, K+A is a part of various on-calls including the City and County of Denver to provide our services for a variety of projects. These types of projects include Levitt Pavilion at Ruby Hill Park, Paco Sanchez Park Improvements, and Carla Madison Recreation Center.

Al Yelton, P.E. Project Engineer

Al has over 10 years of experience in the geotechnical engineering and construction industry. His background includes surveying, residential construction, geotechnical drilling operations and field investigations, construction observations for various municipal and commercial projects and geotechnical engineering project management. His experience with Parks and Recreation projects includes geotechnical studies for recreation centers, playground replacements, pool and bathhouse renovations, and park and open space improvements. Anticipated contribution to this contract: 60%.

ANDERSON HALLAS ARCHITECTS, PC – ARCHITECTURAL DESIGN & HISTORIC PRESERVATION



ANDERSON
HALLAS
ARCHITECTS

Anderson Hallas is committed to architectural design that is well-executed, environmentally responsible, and embraced by the community it was built to serve. For more than 34 years the firm has provided architectural and historic preservation services for clients in the public sector. They have proudly worked with the City and County of Denver for decades on projects that span new construction, historic renovation, and adaptive reuse. Anderson Hallas' team has 21 professionals, including 13 architects – all licensed in Colorado – four technical staff and four administration staff. Five members of the technical team are LEED accredited.

Anderson Hallas's reputation for excellence in historic preservation is a compilation of the firm's extensive collaboration with communities throughout the Rocky Mountain region. AH has designed for the revitalization of millions of square feet of structures ranging from small intimate buildings in parks, to the award-winning 140,000 square foot stone and timber Many Glacier Hotel in Glacier National Park. All of the firm's preservation design is anchored in the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Wells Squier II, AIA, NCARB, LEED AP Principal

Wells has more than 25 years of professional experience working with clients in the public sector, including the City and County of Denver, State of Colorado, National Park Service, and numerous other agencies of varying sizes. Anticipated contribution to this contract: 65%.

Elizabeth Hallas, AIA, LEED AP BD+C Principal, Historic Preservation Specialist

Liz leads a team of talented designers and preservationists who impact legacy projects throughout the West. Highly respected for her technical expertise and inclusive leadership approach, she is adept at bringing forth innovative visions within the constraints of historic buildings. Anticipated contribution to this contract: 65%.

JENSEN HUGHES — ADA/ CODE COMPLIANCE



In business for over 40 years and headquartered in Baltimore, Maryland, USA, Jensen Hughes is the global leader in engineering, consulting and technology services, dedicated to protecting what matters most through technical excellence. With over 1,500 engineers and consultants working from more than 90 offices around the world, we support clients across a wide range of markets — from government, healthcare, science and technology to energy, mission-critical infrastructure and transportation. We have an extensive portfolio of providing fire/life safety and accessibility consulting services for parks and recreation facilities. Our work ranges from accessibility consulting for park improvement projects to comprehensive site-wide fire/life safety and accessibility condition assessments. Recent experience in Denver includes accessibility consulting services for Martinez Park and Congress Park projects. Additionally, for almost 20 years, under various contracts, we have supported the National Park Services (NPS) on hundreds of projects, including parks, monuments, memorials and recreation areas.

Ashley Pitts, AIA, APAC-BE, CASP Senior Accessibility Consultant

Ashley has nearly three decades of experience providing accessibility consulting for various project types, including hospitality, commercial, entertainment, institutional, civic/government, education, mixed-use and multifamily residential. Ashley is well-versed in applying the requirements of Federal accessibility scoping and criteria from the 2010 Americans with Disabilities Act Standards for Accessible Design, the Architectural Barriers Act Accessibility Standards and local building codes and referenced standards. She specializes in design reviews, accessibility consulting and design support, assessments of existing facilities and construction inspections. Anticipated contribution to this contract: 5%

CAPSTONE — COST ESTIMATING



Founded in 1994, Capstone is a woman minority-owned project and construction management consulting firm with corporate headquarters located in Broomfield, Colorado and a western regional office in Costa Mesa, California. Capstone offers expertise in the areas of project management and construction management including project controls, scheduling, cost estimating and system integration. Capstone provides customized, client-oriented solutions and offers unparalleled service to their clients.

Cost Estimating is one of our areas of specialty and is an important aspect of project management. Rigorously prepared cost estimates reflect adequate planning and scoping of projects and provide managers with information that can be used to better allocate program resources. Cost estimating is the key to a successfully conceived, documented, planned, managed, and completed project. We understand the importance of accurate, traceable and auditable cost estimates. In order to accurately address the dynamics that are particular to each project, including geographic location and market economics, we routinely solicit real time quotations from trades and manufacturers for integration with our existing library of historical cost data. In addition, we periodically review current industry recognized cost databases and publications and use this information for further comparison purposes.

Don Polla, P.E. Cost Estimating

Mr. Polla has over 20 years of experience in 1) design, cost estimating, engineering, project management, construction, startup, and operation & maintenance of mining/metals process facilities, industrial facilities, and water treatment plants; and 2) environmental engineering including environmental sampling, compliance monitoring, acid rock drainage treatment, and soil remediation. Anticipated contribution to this contract: 20%.

Ryan Ponche Cost Estimating

Mr. Ponche has extensive experience in the engineering & construction industry including Project Management and all aspects of Project Controls; cost estimating, cost engineering, planning & scheduling. His background encompasses nearly all types and sizes of projects including Federal, State, commercial-industrial developments, hotels, airports, stadiums, schools, and university campus projects. Anticipated contribution to this contract: 15%.

PRIME TEAM MEMBERSPrime: Valerian LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Primary Contact. Provides leadership and quality control	\$ 170
Associate Principal	Oversees and provides design, quality control and budget management	\$ 160
AICP Planner	Oversees planning efforts, subconsultant and internal coordination	\$ 160
Irrigation Designer (CID)	Provides all irrigation design and coordination	\$ 145
Senior Associate	Provides oversight, leads design review, subconsultant coordination	\$ 130
Associate 1	Provides project design support, in-house project management, production oversight	\$ 120
Associate 2	Provides project design support, in-house project management, production oversight	\$ 115
Project Landscape Architect	Provides project design support, in-house project management, production oversight	\$ 110
Project Designer 1	Project support	\$ 105
Project Designer 2	Project support	\$ 100
Project Designer 3	Project support	\$ 95
Drafter/Field Personnel	Provides project documentation and plans	\$ 90
Administrative	Administrative and clerical duties	\$ 80

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Prime: Valerian LLC

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>n/a</u> / S.F.
Reproducibles	\$ <u>4.50</u> / page

SUB TEAM MEMBERS

Sub: Anderson Hallas Architects

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities	242
Project Manager	Plans, coordinates, oversees activities of entire project to ensure that goals are accomplished within prescribed time-frame and funding parameters	190
Project Architect	Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields	167
BIM Manager	Considered 2nd level manager over projects and personnel to ensure conformance to client requirements	160
Job Captain	Developmental level performs routine architectural assignments under direct supervision	135
Draftsperson III	Same as below. Has additional experience and supervisory responsibilities, works on more complex projects	142
Draftsperson II	Same as below. Converses with engineers to interpret design concepts and type of required detailed working drawings	139
Draftsperson I	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD, and other design software	136
Administration	Manages accounting functions and the preparation of reports including earnings, profits/losses, cash balances, and cost accounting	154
Clerical	Provides administrative support	84
Marketing	Responsible for planning, coordinating, executing and evaluating strategic marketing plans	96

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REIMBURSABLE EXPENSES

Sub: Anderson Hallas Architects

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Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$1/each
Copies (8 1/2 x 14")	\$1/each
Red-line copies	\$1.50/ S.F.
Reproducibles (mylar)	\$15/ page

SUB TEAM MEMBERS

Sub: Capstone, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Estimating Manager/Lead	Extensive experience (15+ years) leading and mentoring estimating teams. Provides overall supervision and integration with the project team. Client point of contact.	\$155
Sr. Cost Estimator	10+ years experience performing quantity take-offs, unit pricing and the overall development of a project cost estimate. Reviews trade proposals and prepares change order and claim estimates.	\$150
Sr. Specialty Cost Estimator	Provides cost estimates for specific work divisions, i.e. Machanical, Electrical & Plumbing (MEP), Structural, Specialities. 10+ years experience performing quantity take-offs, unit pricing and the overall development of a project cost estimate. Reviews trade proposals and prepares change order and claim estimates.	\$135

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REIMBURSABLE EXPENSES

Sub: Capstone, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City.
Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERS

Sub: ERO Resources Corporation

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

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SUB TEAM MEMBERS

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: ERO Resources Corporation

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.30</u> / each
Red-line copies	\$ <u>0.30</u> / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: **ICON Engineering, Inc.**

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

Title/Classification	Responsibilities	Rate/Hr
Managing Principal II	Contract management, project management	\$220
Managing Principal I	Contract management, project management	\$215
Senior Project Manager II	Project management, design, construction management	\$210
Senior Project Manager I	Project management, design, construction management	\$205
Project Manager III	Project management, design, construction management	\$200
Project Manager II	Project management, design, construction management	\$195
Project Manager I	Project management, design, construction management	\$190
Associate Project Manager	Project management, design, construction management	\$185
Senior Project Engineer II	Design, CAD drafting, construction services	\$205
Senior Project Engineer I	Design, CAD drafting, construction services	\$195
Project Engineer III	Design, CAD drafting, construction services	\$185
Project Engineer II	Design, CAD drafting, construction services	\$180
Project Engineer I	Design, CAD drafting, construction services	\$175
Design Engineer IV	Design, CAD drafting, construction services	\$170
Design Engineer III	Design, CAD drafting, construction services	\$165
Design Engineer II	Design, CAD drafting, construction services	\$145
Design Engineer I	Design, CAD drafting, construction services	\$125
Engineering Technologist	Design, CAD development, CAD drafting	\$120
Senior Design Professional	Design, CAD development, CAD drafting	\$180
Design Professional II	Design, CAD development, CAD drafting	\$155
Design Professional I	Design, CAD development, CAD drafting	\$125
CAD Technician	CAD drafting	\$110
Senior GIS Analyst	GIS data management and analysis	\$155
GIS Analyst	GIS data management and analysis	\$135
GIS Specialist	GIS data management and analysis	\$120
GIS Technician	GIS data management and analysis	\$110
Senior Field Representative II	Construction management, administration, observation	\$180
Field Representative II	Construction management, administration, observation	\$165
Field Representative I	Construction management, administration, observation	\$140
Office / Accounting Manager	Administrative duties	\$80
Marketing Manager	Marketing and administrative duties	\$120

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REIMBURSABLE EXPENSES

Sub: ICON Engineering, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERSSub: JENSEN HUGHES - ACCESSIBILITY CONSULTING

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

Title/Classification	Responsibilities	Rate/Hr.
Administrative	Administrative duties	\$ 110
Technician / Intern	Technical assistance & support	\$ 120
Project Admin.	Project specific administrative support	\$ 135
Associate 1	Consulting & support	\$ 170
Associate 2	Consulting & support	\$ 190
Associate 3	Consulting & support	\$ 205
Associate 4	Consulting & support	\$ 215
Consultant 1	Consulting, project mgmt., supervision, QAQC	\$ 235
Consultant 2	Consulting, project mgmt., supervision, QAQC	\$ 245
Consultant 3	Consulting, project mgmt., supervision, QAQC	\$ 255
Consultant 4	Consulting, project mgmt., supervision, QAQC	\$ 280
Sr. Consultant 1	Consulting, project mgmt., supervision, QAQC	\$ 300
Sr. Consultant 2	Consulting, project mgmt., supervision, QAQC	\$ 315
Sr. Consultant 3	Consulting, project mgmt., supervision, QAQC	\$ 335
Sr. Consultant 4	Consulting, project mgmt., supervision, QAQC	\$ 345
Sr. Consultant 5	Consulting, project mgmt., supervision, QAQC	\$ 360

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: JENSEN HUGHES - ACCESSIBILITY CONSULTING

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	Charge Rate
Copies (8 1/2 x 11")	\$ 0.15 / each
Copies (8 1/2 x 14")	\$ 0.15 / each
Red-line copies	\$ n/a / S.F.
Reproducibles	\$ n/a / page

SUB TEAM MEMBERS

Sub: Kumar & Associates, Inc.

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

[illegible]

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: Kumar & Associates, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

SUB TEAM MEMBERS

Sub: OV Consulting

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Engineering - Engineer IX • Project Management - Principal Project Manager • Engineers - Engineering VP • Project Managers - Project Managers IV 	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$225
Senior Project Manager Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Project Management - Senior Project Manager • Project Managers - Project Managers III • Accounting & Finance – Finance Manager • Project, Contract, & Compliance Coordinators - Contract Manager 	Project Management, Transportation & Urban Planning, Transportation Engineering	\$200
Project Manager Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Project Managers - Project Manager I • Project Management - Project Manager Functional III 	Project Management, Transportation & Urban Planning, Transportation Engineering	\$180
Senior Engineer Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Engineers – Engineer III • Project Managers - Project Manager II 	Transportation & Urban Engineering	\$185
Engineer II Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Engineering - Engineer IV • Engineers - Engineer I 	Transportation & Urban Engineering	\$160
Engineer I Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Engineers - EIT I 	Transportation & Urban Engineering	\$135
Planning Manager Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Project Managers - Project Managers I • Project Management - Project Manager Functional III 	Transportation & Urban Planning, Management	\$180
Senior Planner Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Office – Office Manager • Planners – Planner III/Manager • Landscaping - Landscape Architect II 	Transportation & Urban Planning	\$150

SUB TEAM MEMBERS

Planner II Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Architects (Including Landscape) – Urban Planner Geographic Information Systems (GIS) – GIS III Project Management - Project Manager Functional I 	Transportation & Urban Planning	\$135
Planner I Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Planners – Planner II 	Transportation & Urban Planning	\$120
Planning Analyst Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Analytics Development - Data Analyst II 	Transportation & Urban Planning Analysis	\$105
Outreach Manager Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Project Managers - Project Managers I Project Management - Project Manager Functional III 	Communication and Outreach Management	\$180
Senior Outreach Specialist Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Graphic Designers - Graphic Manager 	Communication and Outreach	\$145
Outreach Specialist II Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Graphic Designers - Graphic II 	Communication and Outreach	\$130
Outreach Specialist I Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Planners – Planner I 	Communication and Outreach	\$115
Outreach Analyst Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Geographic Information Systems (GIS) - GIS I Graphic Designers - Graphic I 	Communication and Outreach	\$95
GIS Analyst Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Geographic Information Systems (GIS) - GIS II 	GIS, Data Review	\$105
Graphic Designer Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Geographic Information Systems (GIS) - GIS I 	Graphic design, meeting materials, web-based materials	\$95
CAD Technician Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Cadd & Designers - CADD Tech II 	CAD Drafting	\$95
Clerical/ Administrative Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> Office - Admin Assist II 	Word processing & administrative organization	\$85

SUB TEAM MEMBERS

Data Collection Technician Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Construction - Field Engineer • Analytics Development - Data Analyst I • Cadd & Designers - CADD Technician I 	Collect field data	\$50
Intern Applicable DOTI Area of Expertise – Position: <ul style="list-style-type: none"> • Auditing - Lab Tech I • Technical Writers - Word Processing • Office - Admin Assist I 	Varying support tasks	\$50

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub: OV Consulting

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.30</u> / each
Copies (8 1/2 x 14")	\$ <u>2.00</u> / each
Red-line copies	\$ <u>7.00</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

SUB TEAM MEMBERS

Sub: SynEnergy, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Administrative Support Assistant IV	Principal assistant; Accomplishes varied and complex projects	86.23
Internal Auditor	Responsible for auditing accounting, financial, and statistical reports	233.89
Engineer I	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent	109.08
Engineer II	Performs standard engineering work	126.82
Engineer III	Independently evaluates and applies standard engineering technique	138.65
Engineer IV	Fully competent engineer	157.49
Engineer V	Applies diversified knowledge of engineering principles	176.98
Engineer VI	Has full responsibility for executing and coordinating assignments	184.22
Engineer VII	Makes authoritative decisions and recommendations having extensive impact on the engineering activities of company	202.62
Engineer VIII	Makes authoritative decisions and recommendations having extensive impact on the engineering activities of company	227.32
Engineer IX	Makes authoritative decisions and recommendations having extensive impact on the engineering activities of company	260.72

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REIMBURSABLE EXPENSES

Sub: SynEnergy, LLC

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.50</u> / each
Copies (8 1/2 x 14")	\$ <u>1.00</u> / each
Red-line copies	\$ <u>5.00</u> / S.F.
Reproducibles	\$ <u>20.00</u> / page

SUB TEAM MEMBERS

Sub: Wilson & Company

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

Title/Classification	Responsibilities	Rate/Hr.
Engineer/Technical Specialist XXV	Principal III	\$300.00
Engineer/Technical Specialist XXIV	Principal II	\$290.00
Engineer/Technical Specialist XXIII	Principal I, Proj Manager V, Constr Manager II	\$280.00
Engineer/Technical Specialist XXII	Proj Manager IV	\$270.00
Engineer/Technical Specialist XXI	Proj Manager III, Sr Engineer III, Environmental Lead III	\$260.00
Engineer/Technical Specialist XX	Proj Manager II, Sr Engineer III	\$250.00
Engineer/Technical Specialist XIX	Proj Manager I, Sr Professional, Sr Engineer III, , Environmental Lead II	\$240.00
Engineer/Technical Specialist XVIII	Proj Manager II, Sr Engineer II, Sr Engineer III, Constr Manager I, Survey	\$230.00
Engineer/Technical Specialist XVII	Proj Manager I, Sr Engineer II, Constr Manager, Architect III	\$220.00
Engineer/Technical Specialist XVI	Sr Engineer II, Proj Manager I	\$210.00
Engineer/Technical Specialist XV	Proj Manager I, Sr Engineer I, Prof Surveyor II	\$200.00
Engineer/Technical Specialist XIV	Sr Engineer I, Engineer III, Constr Manager, Prof Surveyor III	\$190.00
Engineer/Technical Specialist XIII	Sr Engineer I, Engineer III, Architect II	\$180.00
Engineer/Technical Specialist XII	Prof Surveyor II, Sr Engineer I, Engineer III	\$170.00
Engineer/Technical Specialist XI	Engineer II, Prof Surveyor II	\$160.00
Engineer/Technical Specialist X	Engineer II, Sr Graphics Designer, Proj Accounting	\$150.00
Engineer/Technical Specialist IX	Biologist, Engineer I, Engineer II, Proj Accounting, Drafting/Design Tech III	\$140.00
Engineer/Technical Specialist VIII	Hazardous Materials Specialist, Engineer I, Architect, Drafting/Design Tech III	\$130.00
Engineer/Technical Specialist VII	Engineer I, Jr Engineer III, Drafting/Design Tech II, Party Chief III	\$120.00
Engineer/Technical Specialist VI	Jr Engineer III, Constr Observer II, Party Chief III, Proj Accounting	\$110.00
Engineer/Technical Specialist V	Jr Engineer II, Constr Observer I, Party Chief II, NEPA	\$100.00
Engineer/Technical Specialist IV	Jr Engineer I, Party Chief I, Constr Observer I, Social Media Specialist, Admin	\$90.00
Engineer/Technical Specialist III	Drafting/Design Tech I, Marketing	\$80.00
Engineer/Technical Specialist II	Office Administration, Instrument Person	\$70.00
Engineer/Technical Specialist I	Instrument Person, Intern	\$60.00

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REIMBURSABLE EXPENSES

Sub: Wilson & Company

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.20</u> / each
Red-line copies	\$ <u>4.0</u> / S.F.
Reproducibles	@ Cost

EXHIBIT C

TASK ORDER FORM



On-Call Professional Services Task Order

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

Upon this task order being signed by the approving parties, the following described task order shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order, as described below and within the attached signed proposal, in accordance with the requirements for similar work covered by the Contract:

ADD BRIEF SCOPE HERE

<p><u>TASK ORDER 0 SUMMARY</u> This Task Order (Do Not Exceed): Task Order Duration: Calendar Days from NTP Scope Includes M/W/S/D/EBE Participation: No</p> <hr/> <p><u>MASTER ON-CALL CATEGORY SUMMARY</u></p> <p>TASK ORDER TYPE: _____ TASK ORDER CATEGORY (if applicable): N/A</p> <p>On-Call Contract Expiration Date: M/W/S/D/EBE On-Call Participation Commitment:</p> <table style="width: 100%;"> <tr> <td>Total of All Task Orders Issued:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Task Additions/Deductions (all changes):</td> <td></td> </tr> <tr> <td>This Task Order:</td> <td style="text-align: right;"><u>0</u></td> </tr> <tr> <td>Total of All Task Orders & Changes Issued:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table> <p>Maximum On-Call Category Capacity: \$0.00 Remaining On-Call Category Capacity: \$ 0.00</p> <hr/> <p><i>(for category-based contracts)</i></p> <p>Maximum On-Call Contract Capacity: \$ Remaining On-Call Contract Capacity: \$</p>	Total of All Task Orders Issued:	\$0.00	Total Task Additions/Deductions (all changes):		This Task Order:	<u>0</u>	Total of All Task Orders & Changes Issued:	\$ 0.00	<table style="width: 100%; border-top: 1px solid black;"> <tr> <td style="border-bottom: 1px solid black;">Approved by Deputy City Engineer</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Approved by Director (PDA)</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Approved by Using Agency(s) – If Applicable</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Approved by Group Manager</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Approved by Project Manager</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Approved by On-Call Manager</td> <td style="border-bottom: 1px solid black; text-align: right;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Total of All Task Orders Issued:	\$0.00																				
Total Task Additions/Deductions (all changes):																					
This Task Order:	<u>0</u>																				
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Approved by Deputy City Engineer	Date																				
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Approved by Using Agency(s) – If Applicable	Date																				
Approved by Group Manager	Date																				
Approved by Project Manager	Date																				
Approved by On-Call Manager	Date																				

NOTE: No person shall authorize or perform any of the above work until the task order has all signatures and an NTP has been issued.

Distribution: dsbo@denvergov.org, project manager name, contract manager name

EXHIBIT D

TASK ORDER CHANGE FORM



On-Call Professional Services Task Order Change Request

Project Name:	Master Contract Alfresco/Jaggaer #:
Project Manager:	Consultant/Supplier:
Task Order #:	Supplier #: SC-
Alfresco/Jaggaer # / Workday PO: / PO-	Supplier ID:
Workday Project ID(s): PRJ-	% Complete Invoicing Allowed: No

It is mutually agreed that when this task order change has been signed by the approving parties, the following described changes shall be executed by the Consultant/Vendor without changing the terms of the Master On-Call Contract. The Consultant/Vendor agrees to furnish all materials and labor and perform all work required to complete the task order change, as described below and within the attached signed proposal change, in accordance with the requirements for similar work covered by the Contract:

Add Scope

<p><u>TASK ORDER 0, CHANGE REQUEST 0 SUMMARY</u></p> <p>Original Task Order: \$0.00</p> <p>Original Task Order Duration: Calendar Days</p> <p>Original Task Order Completion Date:</p> <p>Scope Includes M/W/S/D/EBE Participation: No</p> <p>Previous Task Order Additions/Deductions: \$0.00</p> <p>This Task Order Change (+/-):</p> <p>New Task Order Total (Do Not Exceed): \$ 0.00</p> <p>Adjust the Task Order Completion By: Calendar Days</p> <p>New Task Order Completion Date:</p> <p>TASK ORDER CATEGORY (if applicable):</p> <p>Category Task Order Amount:</p> <p>Remaining Category Task Order Amount:</p> <p>MWBE On-Call Participation Commitment:</p> <hr/> <p><u>MASTER ON-CALL CONTRACT SUMMARY</u></p> <p>On-Call Contract Expiration Date:</p> <p>M/W/S/D/EBE On-Call Participation Commitment: 0</p> <p>Total of All Task Orders Issued:</p> <p>Total Task Additions/Deductions (All Changes):</p> <p>This Task Order Change: \$ 0.00</p> <p>Total of All Task Orders and Changes Issued: \$ 0.00</p> <p>Maximum On-Call Contract Capacity:</p> <p>Remaining On-Call Contract Capacity: \$ 0.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Deputy City Engineer</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Director (PDA)</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Using Agency(s) – If Applicable</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Group Manager</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by Project Manager</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> <tr> <td style="height: 60px; vertical-align: bottom;">Approved by On-Call Manager</td> <td style="width: 10%; vertical-align: bottom;">Date</td> </tr> </table>	Approved by Deputy City Engineer	Date	Approved by Director (PDA)	Date	Approved by Using Agency(s) – If Applicable	Date	Approved by Group Manager	Date	Approved by Project Manager	Date	Approved by On-Call Manager	Date
Approved by Deputy City Engineer	Date												
Approved by Director (PDA)	Date												
Approved by Using Agency(s) – If Applicable	Date												
Approved by Group Manager	Date												
Approved by Project Manager	Date												
Approved by On-Call Manager	Date												

NOTE: No person shall authorize or perform any of the above task changes until this task order change form has all signatures.

Distribution: dsbo@denvergov.org, project manager name@denvergov.org, on-call contract manager name@denvergov.org

EXHIBIT E

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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 have ADDITIONAL INSURED provisions or 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 The Buckner Company of Colorado 6400 S. Fiddlers Green Circle, Suite 950 Greenwood Village CO 80111	CONTACT NAME: Select Business Team PHONE (A/C, No, Ext): 801-937-6700 E-MAIL ADDRESS: select@buckner.com FAX (A/C, No): 801-937-6710														
INSURED Valerian, LLC 165 S. Union Blvd, Suite 366 Lakewood CO 80228	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Pinnacol Assurance	41190	INSURER C: Travelers Casualty and Surety Co of America	31194	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

 License#: 480397
 VALELLC-01
COVERAGES**CERTIFICATE NUMBER: 1598518369****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	34SBAPP7743	6/1/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	34SBAPP7743	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	34SBAPP7743	6/1/2024	6/1/2025	EACH OCCURRENCE \$1,000,000 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	Y	3444784	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <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
C	Professional Liability	N	N	0107169004	10/20/2024	10/20/2025	Per Aggregate \$2,000,000 Per Claim \$1,000,000 Deductible/Each Claim \$5,000

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

Certificate Holder is Additional Insured for General Liability on a Primary and Non-contributory including Waiver of Subrogation per form attached. Per project aggregate applies per form attached. Waiver of Subrogation in favor of the Additional Insured is included on the Workers Compensation per form attached.

No. 202476605, On-Call Specialty Services- Category 1: Landscape Architectural Services

CERTIFICATE HOLDER**CANCELLATION**
 City and County of Denver
 Department of Transportation and Infrastructure
 201 West Colfax Ave, Dept. 1110
 Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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