

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **ORDONEZ AND VOGELSANG, LLC**, a limited liability company, whose address is 1200 Bannock St, Denver, CO 80204, (the “**Consultant**”), which may be individually referred to herein as a “**Party**” or jointly referred to as the “**Parties**”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Oversight: The Consultant shall conduct the work under the general direction of and in coordination with the Executive Director of the Denver Department of Community Planning and Development (the “**Executive Director**” or “**Director**”) or his designee and the employee(s) assigned to manage the work and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Consultant’s work. All records, data, specifications and documentation prepared by the Consultant under this Agreement, when delivered to and accepted by the Director, shall become the property of the City. The Consultant agrees that the Department may review any of the procedures used by it in doing the work under this Agreement as well as all notes and other documents used in performing the work.

B. Scope Of Work: The Consultant shall diligently and professionally perform the on-call consulting services, on an “as needed” basis for the City and County of Denver Department of Community Planning and Development (“CPD”) to further the creation and completion of neighborhood plans for smaller areas of the City in furtherance of the guidance provided in Blueprint Denver 2019, called the “Neighborhood Planning Initiative,” and shall perform in accordance with, and produce all the deliverables described in, the **Scope of Work** attached hereto as **Exhibit A** in accordance with the fees and rates set forth and attached hereto as **Exhibit B**, both of which exhibits are incorporated herein by this reference. The Consultant shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional service

specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

C. On-Call Services When directed by the Executive Director to perform under this Agreement on a particular project by task order, the 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 project for which the Consultant's services are required and shall set forth, at a minimum all of the following:

- (1) A not to exceed maximum fee for the Consultant's services.
 - (2) The additional services budget, if any, for the 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 Consultant's performance.
 - (6) For all Work Consultant shall include estimated hours and rates per the contract rate schedule and classifications.
- (a) Upon approval by the Executive Director of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
 - (b) The assigned Work shall be performed in conformance with the approved project specific proposal upon approval of the proposal.
 - (c) The Consultant shall obtain written authorization from the City before proceeding with each assigned project.
 - (d) 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 project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of projects assigned under this Agreement.
 - (e) The responsibilities and obligations of the 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. **TERM:** The term of the Agreement commences on the Effective Date of this Agreement and expires on the same date three (3) years later, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate written amendment to this Agreement (“**Term**”). The Consultant shall complete any task order in progress that was initiated during the term of this Agreement and shall extend until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.A below.

3. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00)**, unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Consultant acknowledges and affirms that it shall perform all the services and provide all deliverables, as specified in this Agreement, within the specified Maximum Contract Amount.

B. **Reimbursable Items:** No reimbursable expenses are permitted under this agreement unless they are specifically listed in **Exhibit B** or pre-approved in writing by the City. The City will not compensate the Consultant for expenses such as postage, local travel, mileage, telephone, parking, letter sized reproductions or messenger service costs incurred in connection with this Agreement. Such costs are included in the hourly rates paid by the City.

C. **Payments:** Monthly payments shall be made to the Consultant in accordance with the progress of the work as set out in **Exhibit A** and the fees and rates specified in **Exhibit B** as subject to the maximum task order amount and by the Maximum Contract Amount. Monthly invoices submitted by the Consultant to CPD must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses which are reimbursable, and must be approved by the Executive Director in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

D. **Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall

extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. Amendment: The Consultant acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Consultant beyond the work described in **Exhibit A**, and that any further phase of work performed by Consultant beyond that specifically described or without an amendment to this Agreement is performed at Consultant's risk and without authorization under this Agreement.

F. Compliance with Denver Wage Laws: To the extent applicable to the Consultant's provision of Services hereunder, the 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.

4. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon 10 days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar

nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

5. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Consultant, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. STATUS OF CONSULTANT: The Consultant is an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Consultant nor the Consultant's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the Consultant and the Consultant's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. **INSURANCE:**

A. **General Conditions:** The 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 Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for such time period specified in Section 32 of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of the 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 Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. The Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** The Consultant shall provide a copy of this Agreement to its insurance agent or broker. The Consultant may not commence services or work relating to the Agreement prior to placement of coverage required under this Agreement. The Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of

any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Business Auto Liability and Professional Liability, the Consultant and subcontractor'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 - if required, Consultant's insurer shall waive subrogation rights against the City.

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

F. Workers' Compensation/Employer's Liability Insurance: The 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. The Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Consultant executes this Agreement.

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

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

I. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Consultant's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. DEFENSE & INDEMNIFICATION:

A. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the 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. Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and

indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

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

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

9. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

10. **PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Consultant agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Consultant further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents,

papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

13. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

15. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Consultant shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

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

Executive Director
Department of Community Planning and Development
City and County of Denver
201 West Colfax Avenue, Dept. 205
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification. Day-to-day communications between CPD and representatives of the Consultant may be by email or telephone, as they may agree.

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

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are hereby expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

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

C. Venue: Venue for any legal action relating to this Agreement will be in the District Court for the State of Colorado, Second Judicial District (Denver District Court).

21. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION:

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “DSBO Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract commitment (goal requirement) for MWBE participation established for this Agreement

by the Division of Small Business Opportunity (“DSBO”) is 25%.

B. Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:

(1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

(2) If contract modifications are issued under the Agreement, the 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 such contract, upon any of the bases under § 28-70, 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 by the City.

(3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.

(4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

(5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

(6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

(7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the DSBO Ordinance

(8) Should any questions arise regarding DSBO requirements, the Consultant should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this contract, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, 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.

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

24. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or confidential information may be damaging to the City or third parties. The Consultant agrees that all Proprietary Data or confidential information or any other data or information provided or otherwise disclosed by the City to the Consultant shall be

held in confidence and used only in the performance of the Consultant's obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such Proprietary Data and confidential information as a reasonably prudent consultant would to protect the Consultant's own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the Executive Director, the Consultant agrees that the Consultant shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information, or any part thereof, or any repackaged form of the Proprietary Data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Consultant's obligations under this Agreement. The Consultant further acknowledges that by providing this Proprietary Data or confidential information, the City is not granting to the Consultant any right or license to use such data or information except as provided in this Agreement.

The Consultant agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Consultant or provided by the City in connection with this Agreement, including any Proprietary Data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Consultant agrees, with respect to the Proprietary Data and confidential information, that: (1) the Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Consultant shall retain no copies, recreations, compilations, or de-compilations, in whole or in part, of such data or information; (3) the Consultant shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

The Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Consultant to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

(2) **Employees and Subcontractors:** The Consultant shall inform the Consultant's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Consultant is hereby advised to verify the Consultant's work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Consultant agrees to contact the City immediately.

B. 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., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of the Consultant's 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 Consultant agrees to intervene in such lawsuit to protect and assert the Consultant's claims of privilege and

against disclosure of such material or waive the same. The 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 Consultant's intervention to protect and assert the Consultant's claim of privilege against disclosure under this subsection 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.

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

26. INTELLECTUAL PROPERTY RIGHTS: The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, web pages, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such Materials to the City and shall assign such rights over to the City upon completion of the project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant, by this Agreement, sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. LEGAL AUTHORITY: The Consultant warrants and represents 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 the Consultant represents and warrants that he has been fully authorized by the Consultant to execute this Agreement on behalf of the Consultant and to validly and legally bind the 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 the Consultant or the person(s) signing the Agreement to enter into this Agreement.

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

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

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

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

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

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.

Exhibit List

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Certificate of Insurance

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

Contract Control Number: CPLAN-202474282-00
Contractor Name: ORDONEZ AND VOGELSANG, LLC

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:

CPLAN-202474282-00
ORDONEZ AND VOGELSANG, LLC

DocuSigned by:
By: Beth Vogelsang
G2BA35G614E64F6...

Name: Beth vogelsang
(please print)

Title: Principal Planner and Owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

A.1 SCOPE OF WORK

The scope of services needed for the Neighborhood Planning Initiative (NPI) is broad and touches on all aspects of long-range planning. These services, although comprehensive, are divided into three broad categories for this scope of work: Ongoing Support Services, Topic Expertise, and Targeted Services. Ongoing Services are defined as services that are consistently needed throughout the planning process. Topic Expertise refers to services that are related to the actual content of the plan, covering substantive topics such as land use, mobility, and quality of life. Targeted Services are defined as services or tasks that are typically needed at only a discreet point in time, such as a statistically valid survey or final document production.

Because this is a multi-year on-call contract that will be used to support a variety of NPI plans, work will be allocated via task orders from CPD's various NPI project teams.

A.1.a ONGOING SUPPORT SERVICES

Prime/Lead Consultant

The prime consultant holds the contract with the City and serves as the primary point-of-contact for the NPI Program. The prime consultant coordinates with the team of subconsultants and creates monthly invoices for payment by the City. The prime consultant works with CPD project managers to identify appropriate subconsultants to fulfill task orders and adds subconsultants, as necessary, to complete tasks.

Examples of Possible Tasks or Deliverables:

- Point of contact for CPD staff and subconsultants
- Project-level strategy, approach, and coordination
- Ensures that MWBE targets are met, per requirements set by DSBO
- Coordinates and packages monthly invoicing of subconsultants

Community Engagement and Outreach

Support the CPD team in delivering robust and effective community engagement and outreach, making use of both conventional and innovative techniques. Customize the approach to the plan area to maximize reach and participation. Employ a mix of strategies intended to reach all voices with focused strategies intended to reach under-represented populations.

Examples of Possible Tasks or Deliverables:

- Develop a customized community engagement strategy document for each plan
- Logistics and support for public meetings, including reserving venues and procuring food, translation/interpretation services, and on-site childcare
- Staffing for public meetings and other events
- Intentional engagement with under-represented groups
- Production and distribution of mailers, flyers, or other promotional materials such as yard signs, sandwich boards, newspaper ads, etc. as identified in the project-specific outreach strategy.

Community Navigators

The subconsultant in this role will hire members of the community to connect the project team to individuals, groups, and organizations within the study area who are not otherwise represented via traditional stakeholder outreach. Community navigators utilize connections within the community to meet with residents and stakeholders, connect them to the planning process, and collect feedback and input for use in developing the plan. The role and resources devoted to navigators should be proportionate to the community's needs, based on demographics and the presence of underserved or under-represented populations within the study area.

Examples of Possible Tasks or Deliverables:

- Community navigator strategy document
- Direct outreach to under-represented individuals and groups
- Staffing of pop-up events, community meetings, festivals, office hours, and similar events
- Boosting community participation for surveys and public meetings
- Provide status reports on engagement activities, populations reached, and participation levels

Fiscal Administrator

The consultant in this role may be asked to administer stipends, gift cards, or other compensation to community members to support outreach efforts in historically marginalized communities, including but not limited to low-income residents, non-English speakers, and youth. Additionally, the consultant may be asked to administer funds to compensate residents or other stakeholders who serve on committees as part of the NPI planning process.

Examples of Possible Tasks or Deliverables:

- Assist with developing criteria for program eligibility
- Manage database of mini-grant and/or stipend awardees, including residents and community-based organizations.
- Disburse funds to participants and committee members
- Status reports on program participation, funds dispersed, and funds remaining

Meeting Facilitator

Ensure improved communication with stakeholders and the public by facilitating meetings and presenting concepts in an approachable and understandable way. The facilitator should be a neutral party who is skilled at building consensus and does not have a personal stake in the outcome of the planning process. Facilitation should be provided at steering committee meetings, equity committee meetings, and at public meetings/workshops.

Examples of Possible Tasks or Deliverables:

- Coordinate with CPD's project team ahead of events to prepare content and approach
- Facilitate CPD-sponsored meetings including committee meetings and/or public meetings
- Work to build consensus on plan recommendations and content
- Assist with conflict resolution with participants/stakeholders, as needed.

Equity Advisor

The equity advisor works with staff to help promote equity on two levels: first, helping to ensure that the planning process itself is equitable, especially with respect to community engagement and outreach; and second, helping to ensure that the plan recommendations promote equitable outcomes. Part of the equity advisor's role will be to engage directly with plan committees to conduct equity training.

Examples of Possible Tasks or Deliverables:

- Conduct an equity training for each plan's advisory committee
- Engage with and/or support each plan's equity committee
- Advise on project approach to ensure equitable processes, such as the community engagement strategy
- Review draft documents and policies to help ensure equitable outcomes

A.1.b TOPIC EXPERTISE

Land Use and Built Form

Serve as an expert resource for staff in identifying a coherent land use, growth, and development strategy for the plan area. Demonstrate expertise in visioning, alternatives analysis, land use and urban design best practices, as well as regulatory and implementation tools, approaches, and best practices.

Examples of Possible Topics, Tasks, or Deliverables:

- Zoning and development capacity analysis, including site build-out analysis and modeling in a variety of contexts, including downtown and high-density mixed use areas
- Zoning and economic analysis to inform potential recommendations about zoning changes
- Transformative project and/or focus area visioning, concept development, and planning
- Land Use alternatives analysis
- Adaptive reuse
- Analysis or best practices research to inform plan recommendations

Urban Design

Understand existing character and development trends in terms of history, contextual character, and where the neighborhood is heading in the future from an urban design perspective. Model key sites for redevelopment, to illustrate the vision for the future. Identify urban design priorities or opportunities that are unique to the planning area and provide recommendations to inform the future development of Design Standards and Guidelines or other implementation tools.

Examples of Possible Topics, Tasks, or Deliverables:

- Illustrations or renderings depicting the future built environment and/or transformational projects
- Urban design and architectural studies of typical or transformational sites in the planning area
- Urban design and building form studies related to high-density, tower building forms including tower massing, sunlight access, and massing studies

- Pattern book analysis and report
- Analysis or best practices research to inform plan recommendations

Historic Preservation

The consultant will develop historic contexts for each neighborhood within the plan area to establish a framework for the historic and architectural significance of individual structures and concentrations of structures located within each. This information is then used to inform plan recommendations and content.

Examples of Possible Topics, Tasks, or Deliverables:

- Historic Contexts Report identifying potentially historic buildings, districts, and character-defining features.
- Analysis or best practices research to inform plan recommendations

Economy and Housing

Serve as an expert resource on topics related to economy and housing, including but not limited to jobs and education, retail and local businesses, industrial, affordable housing, economic mobility and financial well-being, and social services.

Examples of Possible Topics, Tasks, or Deliverables:

- Market analysis
- Pro forma and economic models to inform zoning recommendations and potential build-out of transformational or typical development sites
- Housing availability and affordability analysis
- Small business support and retention
- Industrial land analysis
- Tourism and cultural institutions
- Adaptive reuse
- Economic vitality and revitalization strategies
- Analysis or best practices research to inform plan recommendations

Transportation and Mobility

Work with CPD and Department of Transportation and Infrastructure (DOTI) staff to identify mobility recommendations for the plan area that address community needs while maintaining consistency with citywide plan guidance from Blueprint Denver and the Denver Moves plans. As part of the preliminary recommendations, create an initial project list of recommended improvements to be vetted with DOTI before finalizing. Assist CCD staff in review of recommended mobility projects based on community input, feasibility, funding and implementation availability, anticipated impact, and equity and climate considerations. Help staff coordinate with internal and external city partners to vet draft recommendations and identify fatal flaws or barriers to implementation.

Examples of Possible Topics, Tasks, or Deliverables:

- Mobility existing conditions analysis
- Street connectivity

- Multimodal systems and networks
- Parking and transportation demand management (TDM)
- Capital projects/ infrastructure
- Fatal flaw analysis
- Final recommended mobility infrastructure project list

Quality of Life Infrastructure

Quality of life refers to the places, amenities, trees, plants, parks, and outdoor spaces that contribute to health, comfort, environmental resilience, and social connectedness. These elements of a complete neighborhood support the need for individuals to connect with nature, access nutritious and culturally appropriate foods, feel safe, and enjoy a clean environment.

Examples of Possible Topics, Tasks, or Deliverables:

- Parks and open space analysis
- Trees, landscaping, and green infrastructure analysis
- Environmental quality
- Water systems and drainage
- Public health and food access analysis
- Cultural institutions, community assets, and public gathering places
- Support systems and facilities for people experiencing homelessness
- Community well-being and safety analysis

Plan Implementation Services

Assist CCD staff with implementing adopted plans. Tasks may vary significantly depending on the implementation project, but would most likely entail code revisions, follow-up studies, preliminary design, or financial feasibility.

Examples of Possible Topics, Tasks, or Deliverables:

- Code analysis/problem identification (zoning, building, subdivision, right of way, health, etc.)
- Zoning code writing (text amendments, overlays, etc.)
- Infrastructure analysis (transportation, water, wastewater, energy, etc.)
- Conceptual infrastructure design (15-20% plans, feasibility, cost estimating, etc.)
- Financial analysis (feasibility studies, value capture, nexus studies, etc.)

A.1.c TARGETED SERVICES

Statistically Valid Survey

A new standardized component for each NPI planning process will be a statistically valid survey early in the planning process to establish a baseline for public opinion within the study area on a variety of plan-related issues.

Examples of Possible Tasks or Deliverables:

- Develop and administer a statistically valid survey
- Interpret, weight, and summarize survey results

Graphic Design and Layout Services

Assist staff in producing professional-looking plans. This includes both graphic design tasks (for illustrating plan concepts or processes) and plan layout in InDesign using an existing NPI document template.

Examples of Possible Tasks or Deliverables:

- Graphic design and production
- Plan layout services
- Ensure ADA accessibility of final documents
- All deliverables shall be provided in native file formats

Geospatial and Other Data Analysis Services

Assist CPD staff with data analysis needs, including geospatial and Geographic Information Systems (GIS). Most often, data and GIS analysis will be a component of some larger task, such as an existing conditions analysis or transportation connectivity analysis. Any GIS or geospatial data created for city use under a contract is, in effect, generated by the city and must adhere to the city's GIS data standards. Geospatial data includes cartographic mark ups on project maps created in other software such as Adobe Illustrator, Adobe InDesign, or AutoCAD.

Examples of Possible Tasks or Deliverables:

- GIS or other data analysis conducted as a standalone deliverable or as part of a larger task
- All deliverables shall be provided in native file formats
- GIS data layers or shapefiles included as part of a deliverable shall adhere to the city's GIS Data Standards

Document Editor

CPD has consistently received feedback that NPI plans are complex and can be difficult to understand. In particular, plans are often criticized for being too long and relying on technical terminology. The role of the document editor is to work with staff to address these issues and provide copy editing services to improve readability of plan documents.

Examples of Possible Tasks or Deliverables:

- Review prior plans and advise staff on areas of improvement and best practices.
- Copy, edit the draft plan for clarity, grammar, redundancy, and reading level.
- Similar editing of other reports or interim deliverables.

A.1 ANNUAL FUNDING AND PROJECT BUDGET

The budget for the NPI on-call consultant is derived from CPD's annual funding for the NPI Program, which currently stands at \$600,000 per year, depending on approved annual budgets. The on-call contract will be set up for an initial term of 3 years, with an option to amend and extend for an additional two years. Therefore, the total maximum anticipated cost is \$1,800,000 for the initial three-year term, or up to \$3,000,000 if extended, as summarized below.

Year	Annual Funding	Total Maximum Cost
2024	\$600,000	\$600,000
2025	\$600,000	\$1,200,000
2026	\$600,000	\$1,800,000
2027 (if extended)	\$600,000	\$2,400,000
2028 (if extended)	\$600,000	\$3,000,000

CPD will collaborate with the selected consultant team to deliver NPI area plans over the term of the contract. Beginning with the third phase of the NPI, the program goal is to complete individual plans within 18 months. Within the 3-5-year term of this on-call contract, CPD expects to undertake a total of 6-9 NPI plans. Work assignments will be allocated via task orders that will be issued by CPD's various project teams, consistent with the Scope of Work provided in this contract.

Attachment A - Budget and Task Allocation Matrix

Firm Responsibilities*

	Name of Firm	Services Provided	% Participation (Estimate)	MWBE? (yes/no)
1	OV Consulting	Project Management; Community Engagement; Transportation & Mobility; Plan Implementation Services; Graphic Design & Layout Services		Yes
2	Alta	Transportation & Mobility		No
3	Anderson Hollis Architects	Historic Preservations		No
4	ArLand Land Use Economics	Economy & Housing		Yes
5	Civitas	Urban Design		No
6	EPS	Economy & Housing; Statistical Survey		No
7	GBSM	Community Engagement & Outreach; Meeting Facilitator		No
8	HNTB	Equity Advisor; Transportation & Mobility; Graphic Design & Layout Services; Document Editor		No
9	Livable Cities Studio	Community Navigators; Quality of Life; Plan Implementation Services		Yes
10	MIG	Land Use & Built Form; Urban Design		No
11	Root Policy	Community Navigators; Meeting Facilitator; Economy & Housing; Statistical Survey		Yes
12	Sasaki	Quality of Life; Plan Implementation Services		No
13	Studio Seed	Urban Design		Yes

Neighborhood Planning Initiative/Small Area Planning On-Call Consultant RFP No. 29555

Attachment B-Responsibilities and Rates - OV Consulting Team | April 2, 2024

Team Members*

	Name of Firm	Team Member	Title/Classification	Responsibilities	Fully Loaded Hourly Rate
1	OV Consulting	Beth Vogelsang, AICP	Principal	Project Manager; Strategic Advisor	\$215.00
2	OV Consulting	Chris Vogelsang, PE	Principal	QA/QC; Transportation Design Lead; Internal Compliance; Facility Type Analysis; Parking Studies	\$215.00
3	OV Consulting	Nora Neureiter	Outreach Manager	Outreach Engagement Lead; Community Navigator Lead; Fiscal Administration; Subcontract & invoicing support	\$175.00
4	OV Consulting	Shari Moore, AICP	Senior Urban Designer/Senior Planner	MWBE Compliance & Invoicing; Sub-contract Management; Administrative Support	\$145.00
5	OV Consulting	Kevin Rangel	Engineer I	Multimodal and Parking Support	\$125.00
6	OV Consulting	Reese Shaw	Urban Designer II/Planner II	Mobility Planning; Connectivity Support	\$130.00
7	OV Consulting	Camille Pahl	Urban Designer I/Planner I	Transportation & Urban Design Network Support; Historic Context & Storytelling	\$120.00
8	OV Consulting	Jazmin Bojorquez	Outreach Specialist II	Engagement Specialist; Education and Awareness Support	\$125.00
9	OV Consulting	Maya Diaz	Planning Analyst	Mobility Planning	\$105.00
1	Alta Planning + Design	Joddie Gray	Vice President	Principal-in-charge	\$330.00
2	Alta Planning + Design	Matthew Kaufman	Principal Planner	TDM & Transit Planning	\$245.00
3	Alta Planning + Design	Jonny Rotheram	Senior Planning Associate	Safety & Vision Zero	\$175.00
4	Alta Planning + Design	Amy Johnson	Planning Associate II	Project Support	\$175.00
5	Alta Planning + Design	Robby Long	Planner III	Project Analyst	\$140.00
6	Alta Planning + Design	Erica Hine	Programs Specialist III	Project Support	\$115.00
7	Alta Planning + Design	Chloe Grant	Programs Specialist II	Project Support	\$100.00
8	Alta Planning + Design	Chloe Ward	Associate Engineer I	Project Support	\$175.00
9	Alta Planning + Design	Barndon Gonzales	Principal Planner	Project Support	\$245.00
1	Anderson Hallas Architects, PC	Elizabeth (Liz) Hallas, AIA, NCARB, LEED AP BD+C	Principal, Historical Architecture	Historic Preservation Architecture Lead	\$240.00
2	Anderson Hallas Architects, PC	Chelsea Rooney, AIA	Associate, Project Manager, Historical Architecture	Historic Preservation Support	\$185.00
1	ArLand LLC DBA ArLand Land Use Economics	Arleen Taniwaki	Principal / Manager	Economics, Housing, Small business	\$190.00
2	ArLand LLC DBA ArLand Land Use Economics	Eric Ross	Senior Associate	GIS / Large database analysis	\$175.00
3	ArLand LLC DBA ArLand Land Use Economics	Andrew Coburn	Associate	Research	\$160.00
1	Civitas	Chris Parezo	Principal	Land Use & Built Form Lead, Urban Design Support	\$250.00
2	Civitas	Sam Kirchner	Designer III	Land Use & Built Form Support	\$130.00
3	Civitas	Eric Denardo	Designer I	Urban Design Support	\$110.00
4	Civitas	Soon Choi	Project Leader	lead urban designer	\$150.00
5	Civitas	Jason Newsome	Senior Project Leader	lead urban designer	\$200.00
6	Civitas	Stuti Ganatra	Designer I	design and graphic support	\$110.00
7	Civitas	Wenlin Yang	Designer I	design and graphics	\$110.00
1	Economic & Planning Systems	Andrew Knudtsen	Managing Principal	Market & Revitalization Lead, Strategic Support	\$279.68
2	Economic & Planning Systems	Rachel Shindman	Vice-President	Economic Modeling Support	\$134.02
3	Economic & Planning Systems	Sushma Pramod	Associate	Equity Solutions Support	\$103.32

Neighborhood Planning Initiative/Small Area Planning On-Call Consultant RFP No. 29555

Attachment B-Responsibilities and Rates - OV Consulting Team | April 2, 2024

Team Members*

	Name of Firm	Team Member	Title/Classification	Responsibilities	Fully Loaded Hourly Rate
4	Economic & Planning Systems	Christian Carroll	Associate	Demographics Support	\$97.72
5	Economic & Planning Systems	Lisa Marie Eytcheson	Production Manager	Report production, editing, final deliverable oversight	\$129.52
1	GBSM	Andy Mountain	CEO & President	Conflict Resolution	\$390
2	GBSM	Abby Abel	Director	Outreach Facilitator	\$355
3	GBSM	Virginia Ovejero	Senior Associate	Bilingual Facilitation Lead	\$290
4	GBSM	Janine Haan	Associate	Outreach Facilitation Support	\$210
1	HNTB	Evan Enarson-Hering	Senior Project Manager - Planning	Transportation Planning Lead	\$342.03
2	HNTB	Peter Costa	Principal Team Lead - Planning	Transportation and mobility planning technical advisor	\$327.87
3	HNTB	Wai Ian	Section Manager - Planning	Transportation and mobility planning	\$246.22
4	HNTB	Timothy Gustafson	Project Manager II - Planning	Mobility Support; Document Production	\$243.19
5	HNTB	Adam Barnum	Project Manager I - Planning	Transportation and mobility planning	\$202.56
6	HNTB	Travis Norton	Planner V	Transportation and mobility planning	\$195.76
7	HNTB	Caitlin Yong	Planner IV	Transportation and mobility planning	\$150.92
8	HNTB	Maz Kamili	Planner III	Transportation and mobility planning	\$147.95
9	HNTB	Peter Barrileaux	Planner II	Transportation and mobility planning	\$132.02
10	HNTB	Rachel Pannini	Planner I	Transportation and mobility planning	\$118.02
11	HNTB	Qiana McCoy	Infrastructure and Mobility Equity Manager	Equity Advisor	\$189.34
12	HNTB	Jennifer Lambrick	Environmental Planner III	Transportation and environmental planning	\$125.64
13	HNTB	Jennifer Kerns	Environmental Planner I	Transportation and environmental planning	\$109.46
14	HNTB	Kristina Gifford	Senior Technical Writer/Editor	Technical Editor & Writer	\$190.86
15	HNTB	Jill Libow	Technical Writer/Editor	Technical editing and document production	\$152.69
16	HNTB	Caroline Canady	Engineer III	Infrastructure Support	\$172.91
17	HNTB	Delbreath Walker	Principal In Charge	Project oversight and administration	\$591.78
18	HNTB	Carlos Gallegos	Quality Manager	Project quality assurance and controls	\$244.95
19	HNTB	Jeese Remmerde	Project Analyst	Finance and accounting	\$129.68
1	Livable Cities Studio	Meredith Wenskoski	Principal 4	Quality of Life; Landcape and Well being Support	\$225.00
2	Livable Cities Studio	Yishuen Lo	Senior Designer 1	Cultural and Community Assets Landscape	\$145.00
3	Livable Cities Studio	Chelsea Gueryic	Designer 4	Landscapes and System Support; Communication Support	\$115.00
1	Moore Iacofano Goltsman, Inc. (MIG)	Jay Renkens, AICP	Strategic Advisor	Urban Design Strategy	\$295.00
2	Moore Iacofano Goltsman, Inc. (MIG)	Mark De La Torre	Senior Planner	Land Use & Built Form; Visualization support	\$187.00
3	Moore Iacofano Goltsman, Inc. (MIG)	Finley Sutton	Project Associate	Land Use & Built Form Support	\$123.00
4	Moore Iacofano Goltsman, Inc. (MIG)	Avery Wolfe	Project Associate	Community Engagement & Outreach Support	\$107.00
1	Root Policy	Heidi Aggeler	Managing Director	Facilitator; Statistical Survey Lead	\$200.00
2	Root Policy	Mollie Fitzpatrick	Managing Director	Housing Affordability & Availability	\$200.00
3	Root Policy	Avilia Bueno	Associate	Data collection and analysis; community engagement support	\$150.00
4	Root Policy	Cheri Colter	Associate	Food Access; Community Wellbeing Lead & Navigator Support	\$150.00
5	Root Policy	Frankie Lewington	Associate	Community Navigators; Focused Engagement Support	\$150.00
6	Root Policy	Vanessa Bramante	Research Associate	Data collection and analysis; community engagement support	\$135.00
7	Root Policy	Lucy McGehee	Research Associate	Housing Analysis Support; Survey Interpretation Support	\$135.00
8	Root Policy	Carly Bouts	Research Associate	Data collection and analysis; community engagement support	\$135.00
1	Sasaki	Tanvi Sharma	Project Manager/Planner	Quality of Life Planning Lead	\$150.00

Neighborhood Planning Initiative/Small Area Planning On-Call Consultant RFP No. 29555
Attachment B-Responsibilities and Rates - OV Consulting Team | April 2, 2024

Team Members*

	Name of Firm	Team Member	Title/Classification	Responsibilities	Fully Loaded Hourly Rate
2	Sasaki	Brian Wethington	Senior Landscape Architect	Natural Systems/Environmental Quality Support	\$195.00
3	Sasaki	Ashley Pelletier	Landscape Architect	Parks and Open Space Landscape Support	\$150.00
1	Studio Seed Urban Design + Planning	Cheney Bostic, AICP	Owner/Principal	Urban Design Lead; Land Use & Built Form Support; Code Analysis; Design Guidelines & Zoning Overlays	\$165.00

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/06/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
E-MAIL ADDRESS: den.certificate@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Casualty Insurance Company		29424
INSURER B : Twin City Fire Insurance Company		29459
INSURER C : XL Specialty Insurance Company		37885
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Ordones & Vogelsang, LLC
1200 Bannock Street
Denver, CO 80204

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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:	X	X	34SBWPB2309	09/10/2023	09/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34SBWPB2309	09/10/2023	09/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGKD0660	09/10/2023	09/10/2024	<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 Claims Made			DPS5001526	09/10/2022	09/10/2024	\$ 1,000,000 per claim \$ 2,000,000 annl aggr.

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

If required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as automatic Additional Insured's for ongoing and completed operations under General Liability and Additional Insured under Automobile Liability; but only with respect to liability arising out of the Named Insureds work performed on behalf of the certificate holder and owner. This insurance policies will apply on a primary, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Community Planning and Development 201 W. Colfax Ave. #205 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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DESCRIPTIONS (Continued from Page 1)

non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability and Workers Compensation.

Please note that Additional Insured status does not apply to Workers' Compensation and Professional Liability.

RE: RFP 29555.

Title: Neighborhood Planning Initiative/Small Area Planning On-Call Consultant

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.