

ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT

[Martinez Park, Phase 1 Project - Contract Number 202264577]

THIS ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT (the "Agreement") is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **LIVABLE CITIES STUDIO, INC.** (the "Design Consultant" or "Consultant"), a Colorado Corporation, whose address is 3858 Walnut Street, #135, Denver, CO 80205 (the Design Consultant and the City are sometimes referred to herein collectively as the "Parties" or each individually as a "Party").

RECITALS:

1. The City, through its Department of Transportation and Infrastructure ("DOTI"), seeks "readily available" professional architectural and engineering design services and related technical services to support the Joseph P. Martinez Park, Phase 1 Project, located at 900 Raleigh Street, Denver, CO 80204 (the "Project").

2. The Design Consultant represents that its members include a duly-licensed landscape architect and a duly-licensed professional engineer in the State of Colorado, and that the Design Consultant has the present capacity and is experienced and qualified to perform such professional architecture and engineering services for the City in connection with the planning, design and construction of the Project, as specified in this Agreement.

3. In response to the City's Request for Qualifications, dated January 10, 2022 (the "RFQ"), the Design Consultant has provided a responsive submittal, dated February 16, 2022 (the "Submittal") for such services to the City. The Design Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional architectural and engineering design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Incorporation. The Parties each hereby acknowledge the accuracy of the Recitals set forth above and incorporate the same into the operative provisions of this Agreement.

1.03 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his or her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve 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 Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

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

1.05 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 Denver Revised Municipal Code ("DRMC").

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

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

other than that considered usual and customary by the Department of Transportation and Infrastructure. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

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

2.03 Program and Budget.

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

received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

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 the Project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Mayor's Office of the National Western Center, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific aspect of the Project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the work being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director 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 Director, which approval shall not be unreasonably withheld.

- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the 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 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 any aspect of the Project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific element of the Project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the work being contemplated, to the City and receive prior approval in writing.

- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, landscape architectural, structural, mechanical, civil and electrical engineering services appropriate to each element of the Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - (1) The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
 - (2) The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - (3) The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is fifty-five percent (**55%**).
- (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 the DSBO Director 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 MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1635.

SECTION 3 – COMPENSATION, PAYMENT AND FUNDING

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

3.01 Fee for Basic Services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **SIX HUNDRED SIXTY-SEVEN THOUSAND, THREE HUNDRED FORTY-NINE DOLLARS AND FIFTY CENTS (\$667,349.50)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **SIXTEEN THOUSAND, EIGHT HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$16,825.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **THIRTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$33,000.00)**.

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

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED SEVENTEEN THOUSAND, ONE HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$717,174.50)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made 10 available within such two (2) week period, the Design Consultant agrees to

stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement and amounts which remain available for payment to the Design Consultant.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on the date on which the City issues the Notice to Proceed under this Agreement (the “NTP Date”) and expire on One Thousand Ninety-Five (1,095) days after the NTP Date, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her sole discretion, to extend the term of this Agreement by written agreement signed by the Director and the Design Consultant.

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 Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the 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 City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the Project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City’s Responsibilities.

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

5.02 Ownership of Documents.

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

- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses. The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the 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 Design Consultant's 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 forgoing 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 Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all time 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 the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, military status, sexual orientation, gender identity, gender expression, marital status, source of income,

protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 **Insurance.**

- (a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the 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, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) **Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), 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, Consultant’s insurer shall waive subrogation rights against the City.

- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such 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. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

5.08 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.

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

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

- Exhibit A Scope of Work
- Exhibit B Key Personnel/Rates
- Exhibit C ACORD Certificate of Insurance
- The RFQ
- The Submittal

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed items, 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:

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C
- The RFQ
- The Submittal

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

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

5.13 Conflict of Interest.

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

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

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

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

5.17 Proprietary or Confidential Information.

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

other materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

5.19 No Employment of a Worker Without Authorization to Perform Work Under the Agreement.

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- (b) The Consultant certifies that:
- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- (3) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
 - (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (c) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

5.20 Disputes. All disputes between the City and 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 Director.

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

5.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the

termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

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

5.24 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 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.

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

to the City: Executive Director of the Department of
Transportation and Infrastructure
201 W Colfax Ave, Dept 608
Denver, CO 80202

to the Design Consultant: Meredith Wenskoski
Livable Cities Studio, Inc.
3858 Walnut Street, Suite 135
Denver, CO 80205

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

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

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

writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.28 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Contract Control Number: DOTI-202264577-00
Contractor Name: Livable Cities Studio, Inc.

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-202264577-00
Livable Cities Studio, Inc.

By: 
F675B57BB33040D...

Name: Meredith wenskoski
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A



Scope of Work

July 19, 2022

Rev 2 Sept. 13 2022

Melanie Short

City and County of Denver

Dept. of Transportation & Infrastructure

Melanie.Short@denvergov.org

Re: Landscape Architecture Services
Joseph P. Martinez Park - Phase 1A
Final Design, Bid and Construction Period Services

Dear Melanie,

Thank you again for the opportunity to submit our updated proposal for the final design, documentation and construction observation for Phase 1A of Joseph P. Martinez Park. As with the previous phases, we understand this work will be done in partnership between DOTI and DPR in collaboration with other community stakeholder groups.

As the project lead, Livable Cities Studio brings extensive design and technical expertise with a strong focus on community engagement, creative design and implementation. We have led various parks, open space, and public realm design projects that combine technical design expertise, community engagement, and large teams of subconsultants to deliver a design that gets built.

In addition, Livable Cities will be supported by:

- Muller Engineering providing expertise in drainageways and civil engineering, also a preferred vendor for Mile High Flood District. Mullers scope has been provided as **attachment 4**.
- Pinyon Environmental providing hazardous materials management
- Changing Paces, will be the lead for community engagement.
- Handprint will support the team with architectural services
- Reid Structural will provide structural engineering
- Flatirons will provide the supplemental tree survey
- Sav-A-Tree will support the team with detailed tree drip line and size data as well as air spading needs
- Clanton will provide lighting design
- HydroSystems KDI will provide irrigation design
- Kumar will support the team with geotechnical services.

- Jensen Hughes will provide ADA review services
- Charles Ware will support the team with quality assurance and quality control reviews.

We're excited to get going and look forward to working with you on realizing this amazing park project for the community!

Sincerely,

A handwritten signature in black ink, appearing to read 'Mh', with a long horizontal stroke extending to the right.

Meredith Wenskoski
Principal

SCOPE SUMMARY SHEET

The scope of work herein includes the following services:

3.01 Fee for Basic Services : \$667,349.50

3.02 Reimbursable Expenses : \$16,825.00

Includes:

- Printing
- Translation
- Interpretation
- Geotech direct costs (lab testing, etc.)
- Air Spading
- Denver Water Irrigation Review Fee
- City and County of Denver Review and Permit Fees for: SUDP (Application and Review), CASDP (Application and Review), Building Permit for Pavilion Structure

Total Amount Basic Services and Expenses: \$684,174.50

3.03 Additional Services including Reimbursable Expenses : \$33,000.00

SCOPE OF SERVICES

Based on the scope and schedule provided by DOTI and DPR, we understand that the area of focus for this design effort includes Phase 1A from the master plan and the parks channel maintenance design improvements. For clarification on the project study area a project scope map has been provided as **Attachment 1** at the end of this document.

This scope of work and proposal follows the previously park-wide master planning effort. The site is located north of 7th Avenue between Tennyson Street and Perry Street. Per the RFP, Joseph P. Martinez Park is an existing 12-acre neighborhood park located in Denver's Villa Park neighborhood. The park is surrounded by single family homes and Lakewood Gulch runs through it. The new park will be divided into four phases with Phase 1A improvements including the Joseph P. Martinez memorial plaza, shade structure / pavilion, cultural playground, parking lot improvements, pollinator garden, multi-sports court, fitness station, multi-use lawn area and improvements to Lakewood Gulch. The scope of work below is based off the assumptions and concepts outlined in the master plan.

The basic schedule assumes services for Task 1 through Task 6 will be completed within a 10-12-month timeframe, and the services for Task 7 will be completed within a 12-month timeframe following the design efforts. A project schedule has been included as **Attachment 2** for reference. The basic scope of work to be performed in connection with this agreement is as follows:

Task 1 | Project Management

Livable Cities Studio will manage the design team/staff, communications, schedule, and quality control for the project.

LCS shall provide the following:

- *Hold a project kickoff meeting with all key project team members and project partners to introduce scope and schedule.*
- *Schedule, attend and facilitate regular occurring weekly calls/virtual meetings with DPR and DOTI project managers.*
 - *For such meetings, LCS will develop an agenda for and lead all project meetings.*
 - *Meeting minutes will be recorded and distributed within three (3) business days.*
 - *52 weekly meetings with DPR / DoTI staff are assumed*
- *Develop project schedule and update as necessary throughout the entirety of the project.*
- *Prepare monthly project invoicing and status reports.*

Joseph P. Martinez Park – Phase 1A Final Design

- *Conduct internal consultant team meetings and manage consultant team coordination. (Note: Fees for this effort have been included within specific design tasks.)*

Task 1 Deliverables

- *Meeting Agendas*
- *Meeting Minutes*
- *Project Schedule*
- *Monthly invoices and progress reports*

Task 2 | Public and Stakeholder Engagement

Continuing to seek neighborhood feedback and support of a final concept/30% Design before moving into construction documentation will be critical to the success of all phases. A robust community engagement process was performed to support the master plan. During design of each remaining phase, follow up meetings with stakeholders and community will be required to provide information and gain support. The below scope is for Phase 1A only.

LCS shall provide the following:

- Provide public engagement plan and schedule for events as coordinated with overall design schedule
- Develop materials for and host (2) stakeholder/ steering committee meetings to gather and review data and discuss recommendations. Each meeting is assumed to be two (2) hours in length.
 - Create meeting minutes and provide copies to attendees within three (3) business days.
- Host one (1) public meeting to provide community input and stakeholder feedback on park programming and plan recommendations
 - Meeting is assumed to be two (2) hours in length.
 - The intent for the public meeting is a design evolution milestone that will be shared with the public.
 - Simultaneous Spanish translation will be provided
 - Create a meeting summary to DPR that includes feedback from the meeting and online survey.
- Provide (2) interactive online surveys to run concurrently with the public outreach process.
- Provide all necessary meeting graphics to communicate the intent of the project, including plans, illustrations, surveys and flyers.

Joseph P. Martinez Park – Phase 1A Final Design

- Provide 2000 printed flyers for the public meeting. Flyers will be distributed by DPR. Flyers shall be printed on front and back in English with Spanish translation.
- All meeting presentation materials shall be provided to DPR as ADA accessible documents for online posting.
- All public outreach materials shall include English and Spanish translation.
- Follow-up with stakeholders/ steering committee/ RNOs as needed.
- Develop and submit monthly project updates to DPR for posting to DPR's website.
- Develop a Public Outreach and Engagement Report that synthesizes all public outreach efforts, and provides final plans, renderings, and graphics.
- DPR staff will be responsible for advertising meetings, publishing news releases, and providing meeting locations.

Task 2 Deliverables

- Public Engagement Plan and Schedule
- Meeting Agendas
- Meeting Minutes
- Meeting Graphics, Plans, Survey's, and Flyers
- Content for Monthly Online Project Updates
- Public and Stakeholder Engagement Report/ Results

Task 3 | Base Mapping, Site Analysis, and Testing

LCS shall visit and study the site, and obtain all necessary survey, tests and reports necessary to properly design the project and shall be responsible for their accuracy, adequacy, and content. The consultant shall review information provided in all test results/reports and shall follow the recommendation of said reports unless – in the exercise of appropriate professional judgment – the consultant discovers factors indicating the report/results are not reliable. Denver Parks and Recreation will provide the findings and test results of the in-house environmental report and Phase 1 Report initiated by DDPHE.

LCS and team shall provide the following:

- Conduct geotechnical investigation, identifying boring locations as relevant to project work.
- Provide a geotechnical report and recommendations.

Joseph P. Martinez Park – Phase 1A Final Design

- Conduct an additional survey capturing trees, driplines and other necessary elements and adding those elements to the Alta Survey. This effort will be done for the entirety of the park.
- Provide air spading investigation for tree roots to determine potential tree impacts and site element locations. An allowance has been included within the project fees however, actual linear foot calculation for the effort will be determined after the survey is performed accounting for specific tree sizes and driplines.
- Conduct soil analysis and provide soil amendment recommendations for intended landscape improvements.

Task 3 Deliverables

- Geotechnical Report
- Amended Alta Survey including Trees
- Air Spading Report for trees identified for investigation as part of the phase 1A effort
- Soil Analysis Report

Task 4 | Stream Maintenance Design

Removed From scope.

Task 5 | Construction Documents (CD) – 30%

LCS and team shall provide the following:

Incorporating stakeholder and public input from Task 2, the Master Plan, and City-supplied supporting documents, the consultant will develop and refine the plans to a Schematic Design (30%) level for staff and ER review. 30% submittal will include the following:

- Construction Documents:
 - 30% CDs shall include, but are not limited to, the following sheets:
 - Cover sheet,
 - Existing conditions plan(s)
 - Erosion control plan(s)
 - Tree protection plan(s)
 - Demolition plan(s)
 - Utilities plan(s)
 - Grading plan(s)
 - Site materials and layout plan(s)
 - Enlargement plan(s)
 - Section(s)
 - Parking area plan(s)
 - Building plans and elevations for site structures.
- Outline of Specifications.
- One (1) Lighting report including proposed luminaire types and Schematic lighting concept development for standard park lighting.
- Draft Opinion of Probable Cost.
 - If the estimate exceeds the construction budget, provide an itemized list of recommended deletions and/or modifications to enable the project to be constructed within budget.
- Drainage Report:
 - Identifying project area hydrology and needs for detention and water quality
- Submittal to ER for 30% CD review – include all required items per ER checklist.
- Meeting(s) with DPR and DOTI staff after 30% CD review has been completed.

Task 5 Deliverables

- 30% Schematic Design Construction Drawings
- Outline Specifications
- Opinion of Probable Cost (30% level)
- Graphic Collateral for flyer, social media and website
 - One (1) overall illustrative plan rendering
 - Four (4) perspective graphics to reflect the final design and project improvements

Task 6 | Construction Documents (CD) – 60%, 90%, 100%, and Bid Set

Joseph P. Martinez Park – Phase 1A Final Design

LCS and team shall provide the following:

Building on the 30% CD submittal and incorporating all review comments, the consultant shall provide, at a minimum, the following services for 60%, 90%, 100% and bid documents:

- Prepare Construction Documents.
 - CDs shall include, but are not limited to, the following sheets:
 - Cover Sheet and Notes
 - Survey
 - Existing conditions/control,
 - Drainage report,
 - SWMP
 - CASDP
 - SUDP
 - Tree protection plan(s)
 - Demolition plan(s)
 - Utilities plan(s)
 - Grading plan(s)
 - Site plan(s)
 - Enlargement plans,
 - Materials plan(s),
 - Site details,
 - Planting plan(s)
 - Irrigation plan(s)
 - Structural plan(s)
 - Electrical plan(s)
 - Parking plan(s)
 - Building plans site structures.
- Cut sheets of products and equipment
- The construction documents shall include complete drawings compliant with the City's Construction General Contract conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
- Design documentation to comply with all documentation needed and required for all federal, state and local permits associated to the channel design scope
- Technical Specifications.
- Opinion of Probable Cost.

- If the project is estimated higher than the project budget the consultant shall provide bid alternates or revise design as necessary to keep within budget.
- The Final Bid Set shall include:
 - Approved and stamped plans, technical specifications book, cost estimate for DOTI bid form, and utility clearance record.
 - All final plans and specifications shall bear the signature(s) and seal(s) of the 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 engineer, architect, and/or design professional in charge of the preparation of such plans and specifications or parts thereof. The consultant shall be ultimately responsible for all design work provided under the Agreement.
 - The consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The consultant will be required to pay the review fees and will be reimbursed for the fees per the contract. The City will lend any required assistance, such as signing applications(s).
 - Acceptance of the construction documents shall not relieve the consultant of any responsibility for design deficiencies, omissions or errors.
- Submittal to ER for 60%, 90%, and 100% reviews.
 - The consultant will be responsible for any additional submittals needed to address and clear ER comments prior to issuing the completed Bid Set.
- Submittal to DPR QA/QC Team for parallel review during 60% and 90% ER submittals.
- Review meeting(s) with DPR and DOTI staff.
- Assume three (3) meetings, one (1) after each review cycle (60%, 90%, and 100%).
- Coordination with utility providers as needed for necessary relocations or improvements.
- Review supplied Limited Subsurface Investigation and coordinate with Denver Department of Public Health and Environment (DDPHE) on project requirements for soil use/disposal.
- Estimate number of soil loads and C&D loads expected to be taken to DADS during construction.
- Assist the City in implementing the Public Art Program. This may include coordinating the placement or the structural foundation of the art.

Task 6 Deliverables

- Construction Drawings (60%, 90%, 100% and bid set)
- Technical Specifications Book (60%, 90%, 100% and bid set)

Joseph P. Martinez Park – Phase 1A Final Design

- Opinion of Probable Cost (60%, 90%, 100%)
- Final Bid Set
- Project Permits and Reports
- Utility Clearance Record

Task 7 | Bidding and Construction Administration (CA)

LCS and team shall provide the following:

- Attend pre-bid meeting.
- Provide administrative services during the bidding process including addenda responses and clarifications to questions as necessary.
- Attend Owner, Architect, Contractor (OAC) meetings and site visits, conducted at the project site.
 - The 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.
- Review and respond to submittals, shop drawings, mock-up reviews, RFIs, and ASIs as necessary.
 - The consultant will assist the Project Manager with interpreting the requirements of the project plans and specifications. The consultant will render written interpretations within ten (10) business days of receipt of any written request (or an alternative agreed upon time limit).
- Observe and 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 consultant shall immediately notify the Project Manager, followed by a written report of such nonconformance to both the nonconforming contractor and the City. The 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 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.
- Assist with reviewing and clarifying change orders.
- Attend Punchlist/Substantial Completion walk.

Joseph P. Martinez Park – Phase 1A Final Design

- Attend Final Acceptance walk.
- Attend one (1) year warranty walk.

Task 7 Deliverables

- Attend Pre-Bid, Contractor Selection, Preconstruction and OAC meetings
- Verify schedule of values and contractor bids.
- Addenda Responses
- Provide Shop and Submittal Reviews
- Provide responses to RFIs
- Issue ASI's, addenda as required.
- Conduct Site Visits and Provide Field Observation Reports
- Change Order Reviews

FEES AND EXPENSES

1. Basic Services

The estimated fees are as follows:

Task 1 Project Management	\$61,184.00
Task 2 Public and Stakeholder Engagement	\$37,487.00
Task 3 Base Mapping, Site Analysis and Testing	\$36,720.00
Task 4 Stream Maintenance Design – Removed From Scope	
Task 5 Construction Documents (CD) – 30%	\$97,126.00
Task 6 Construction Documents (CD) – 60%, 90%, 100%, and Bid Set	\$318,803.50
Task 7 Bidding and Construction Administration (CA)	\$116,029.00
Subtotal	\$667,349.50*
Reimbursable Expenses	\$16,825.00

*Reimbursable expenses will be billed at cost and are excluded from the fee total above.

NOTE: Detailed fee breakdown has been included as attachment 3

2. Additional Services

Services and fees that may fall under additional services include but are not limited to:

A.	Additional Coordination with partners and MHFD	\$15,000
B.	Additional Lighting Design for Phase 1A Plaza or Structure	\$10,000
C.	Additional Public Meeting or Stakeholder Meeting	\$8,000
Additional Services Total		\$33,000*

*Total includes reimbursable expenses

Services in addition to those described above are to be compensated on a Time and Materials basis per the contract approved rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of work. Whenever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request.

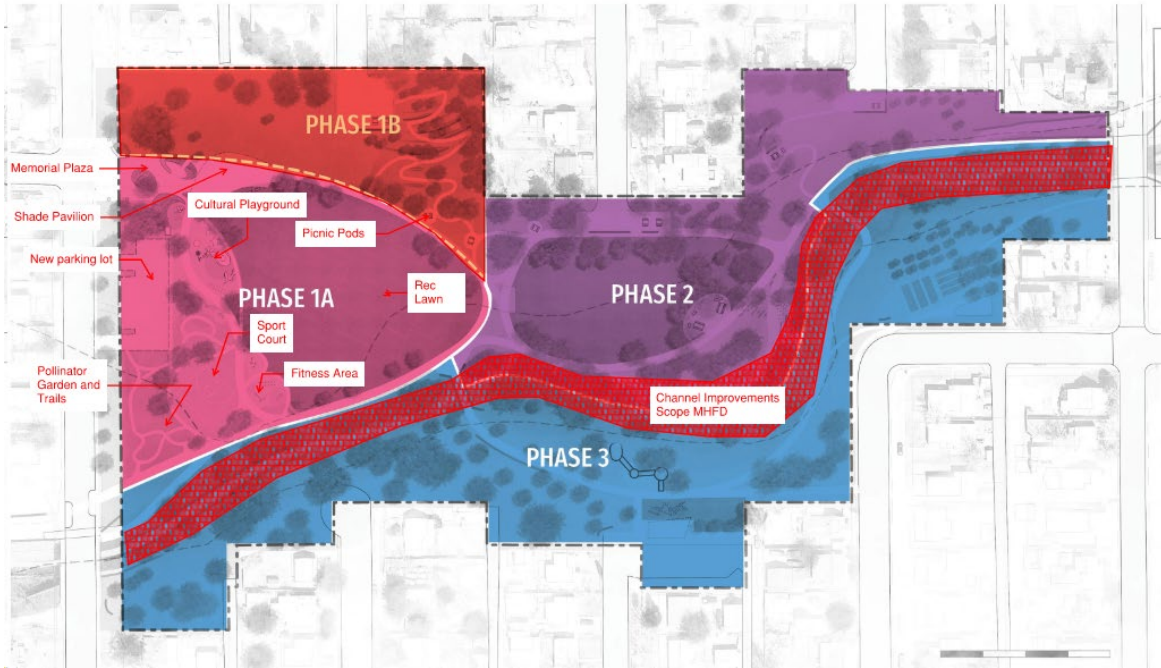
Conditions and Exclusions

Client shall provide the following information or services as required for performance of the work. Livable Cities Studio assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Livable Cities Studio be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

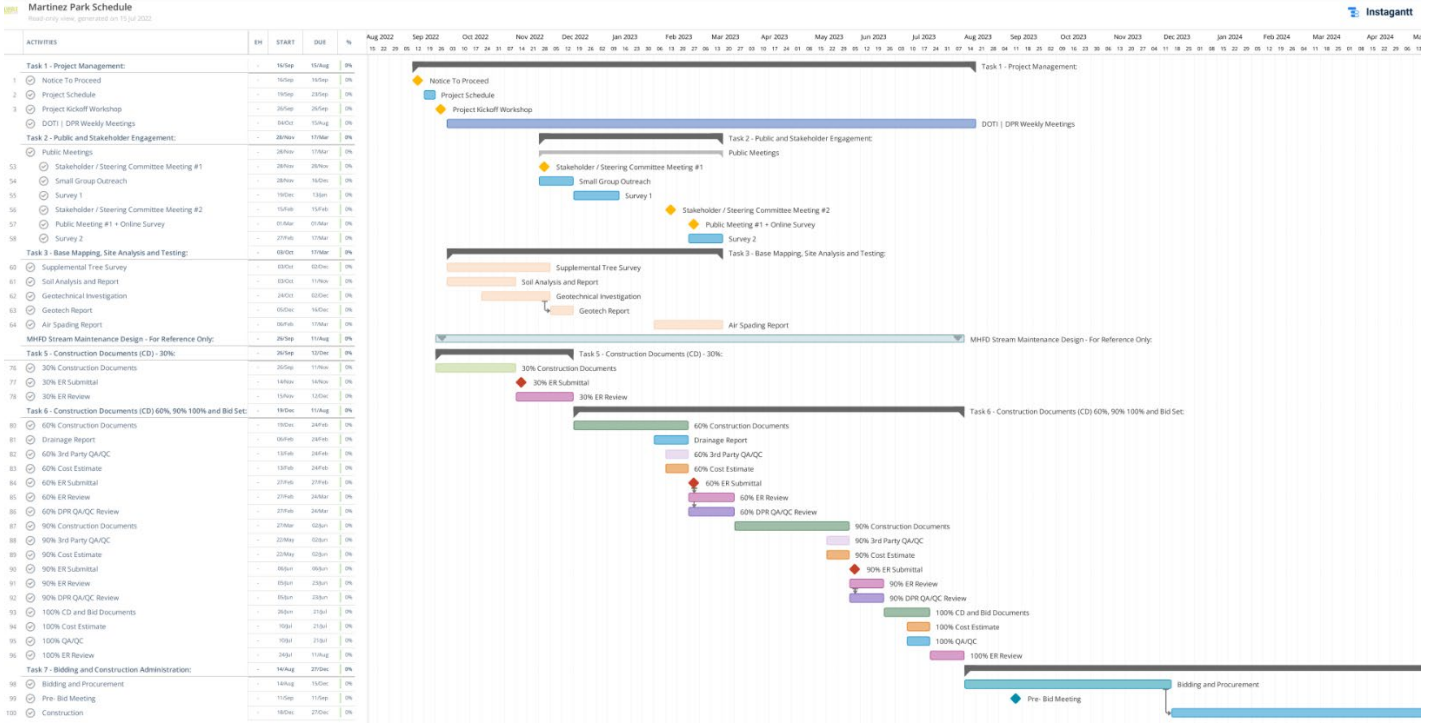
Fees and services excluded from the base proposal:

1. Environmental Remediation
2. Interpretation graphics/ signage for memorial or other park locations
3. Specialty lighting within the plaza, memorial and pavilion structure
4. Coordination with the United States Army Corp of Engineers
5. Phase 1B, 2 and 3 of the park

Attachment 1



Attachment 2



Attachment 3

Attachment 4



July 17, 2022

Mr. Will Vitanen
Livable Cities Studio
3827 Lafayette Street #135
Denver, CO 80205

Re: Joseph P. Martinez Park
MEC Proposal No. 922.05

Dear Mr. Vitanen:

Thank you for including Muller Engineering Company on your team for the Joseph P. Martinez Park Improvements. We are excited to work with you and the City and County of Denver (Denver). The site is located north of 7th Avenue between Tennyson Street and Perry Street. Per the RFP, Joseph P. Martinez Park is an existing 12-acre neighborhood park located in Denver's Villa Park neighborhood. The park is surrounded by single family homes and Lakewood Gulch runs through it. The new park will be divided into four phases with Phase 1a improvements including the Joseph P. Martinez memorial plaza, cultural playground, restrooms, parking lot improvements, pollinator garden, multi-sports court, fitness station and multi-use lawn area. Following is Muller's understanding of the schedule and the scope of services we will be providing for the first phase of the work.

Estimated Project Schedule

Project Kickoff	August 2022
Design Development (30%)	September 2022
Preliminary Design (60%)	Early December 2022
Final Design (90%)	Mid-March 2023
For Construction Plans (100%)/Bid Documents	Early May 2023
Bidding (Projected)	Summer 2023
Construction	Winter 2023

Scope of Work

Project Management and Meetings:

- Project Initiation and Admin – The project will be setup in Muller's accounting system and project QA/QC setup will be completed.
- Project Invoicing – Muller will prepare invoices and progress reports monthly for Livable Cities. A total of 15 months of invoicing is assumed.
- Project Kick-off Meeting/Site Visit – Muller's Project Manager and Assistant Project Manager will attend a kick-off meeting with the larger design team. The complete Muller team will also visit the project site to familiarize themselves with the site.
- DOTI/DPR Weekly Meetings – We understand that the team will be having weekly design meetings with DOTI/DPR staff. It is assumed that Muller's attendance will be needed at some of these meetings. Muller's Project Manager will participate in 10 meetings and the Assistant Project Manager will be attend 5 meetings.

Livable Cities Studio
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- Stakeholder/Public Engagement – Muller will attend two meeting and provide 8 hours of consultation/support to Livable Cities for the public meetings.
- Base Mapping, Site Analysis (Environmental Coordination) – While Livable Cities will be handling the coordination with most of the team members, Muller is expecting some involvement with the environmental consultant (Pinyon Environmental). If subsurface contaminated materials are found, they will have a direct impact on the channel improvements. As part of this task, Muller will also setup all their existing condition base files.

Design Development (30%):

- Onsite Drainage Evaluation (Parking Lot Drainage) – Other than the parking lot, most of the Phase 1 limits are either grass or dedicated play equipment which will not require drainage infrastructure. The existing parking lot layout will be reviewed and modified by Livable Cities. Based on the results of their evaluation, Muller will develop a drainage concept to collect all the flows which develop on the parking lot. The evaluation will include delineation of drainage basins, sizing of the collection facility (inlet or curb cut) and conveyance to Lakewood Gulch.
- 30% Water Quality Layout – With the proposed improvements shown in the park master plan, water quality is only expected to be required for the parking lot area. Muller will determine the water quality capture volume necessary and provide recommendations for how to achieve the necessary treatment to Livable Cities and Denver. Based on their desired solution, Muller will layout the necessary treatment facilities. A plan sheet will be provided which shows the basic concept. For scoping purposes, a bioretention facility is assumed. In the event a significantly different facility is chosen, additional fee may be needed.
- Preliminary Drainage Report – Muller will prepare a preliminary drainage report for the park.
- Opinion of Cost - Muller will prepare an Opinion of Probable Costs based on 30% plan concepts.
- QA/QC - A project review completed by a senior staff member at Muller is included.
- The deliverables will be a PDF plan set (11x17), an Opinion of Probable Cost, and a preliminary drainage report.
- 30% Review Meeting with Project Sponsors – Muller's Project Manager and Assistant Project Manager will attend the 30% design review meeting with project sponsors.

60% Design:

- Comment Response from 30% Review - Muller will review the comments from the 30% review and prepare written responses to all comments.
- Updating Onsite Drainage Evaluation – The parking lot drainage evaluation will be updated based on changes made to the parking lot layout and the grading plan. These updates are expected to be minimal.
- Playground Underdrain Design – Muller will provide an underdrain design for the playground located within Phase 1 of the park. The underdrain will daylight towards or into Lakewood Gulch. Muller will create a sheet which includes invert elevations for the underdrain as well as the necessary details.
- Detailed Water Quality Design for Parking Lot Drainage – Once concept approval has been received from project sponsors and reviewers (at the 30% level), Muller will design the water quality facility for the parking lot. The assumed bioretention facility will be sized to handle the required volume. The need for an underdrain will be evaluated and

777 South Wadsworth Boulevard ▪ Suite 4-100 ▪ Lakewood, Colorado 80226 ▪ 303.988.4939 ▪ www.mullereng.com

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an outlet system will be sized. Any remaining detailing necessary for the bioretention facility will be provided on the plan sheets.

- Erosion Control Cover, Notes, Plans and Details – Muller will create the necessary erosion control plans which include a cover sheet showing the area, standard Denver notes, erosion control plans and details. The erosion control plans are assumed to be four 20-scale sheets. All three phases of erosion control will be shown on the four plan sheets. The standard MHFD erosion control details will be included to illustrate the installation requirements for the erosion control BMP's. These details will be a direct copy of MHFD's details. No modified erosion control details are expected for this project.
- CASDP Report – Denver requires a Construction Activities Stormwater Discharge Permit and report be prepared to document the site conditions. This report will be prepared using Denver's standard template. The permit will also be filled out for electronic submittal by DOTI staff.
- Prepare SUDP – Muller will prepare the one-page Sewer Use and Drainage Permit for submittal by DOTI staff.
- Update Drainage Report – Muller will update the preliminary drainage report completed at the 30% level to include design updates and advancements. The updates will include the water quality facility.
- Opinion of Cost – The 30% cost estimate will be updated to reflect advancements of the design to the 60% level.
- Construction Specifications – Muller will prepare construction specifications for items that differ from the standard Denver specifications. Construction specification work is expected to be minimal however it will be necessary to review all the standard specifications to make sure that they are appropriate for the design.
- QA/QC - A project review completed by a senior staff member at Muller is included.
- The deliverables will be a PDF plan set (11x17), an Opinion of Probable Cost, a final drainage report, the CASDP, the SUDP and construction specifications.
- 60% Review Meeting with Project Sponsors – Muller's Project Manager and Assistant Project Manager will attend the 60% design review meeting with project sponsors.

90% Design:

- Comment Response from 60% Review - Muller will review the comments from the 60% review and prepare written responses to all comments.
- Construction Plan Updates – Muller will update the construction plans including the civil site plan, erosion control and water quality based on comments received.
- Update CASDP based on Comments – Muller will update the CASDP based on comments received.
- Update Drainage Report based on Comments – The drainage report will be updated based on comments received.
- Update Opinion of Cost – Muller will update the opinion of cost based on comments and final changes to the plans.
- Update Construction Specifications – Muller will update the construction specifications based on comments and final changes to the plans.
- QA/QC - A project review completed by a senior staff member at Muller is included.

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July 17, 2022
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- The deliverables will be a PDF plan set (11x17), an Opinion of Probable Cost, a final floodplain no impact letter, a final drainage report, the CASDP and construction specifications. A copy of all the applicable models will also be provided.
- 90% Review Meeting with Project Sponsors – Muller's Project Manager and Assistant Project Manager will attend the 90% design review meeting with project sponsors.

100% Design, Bid Package and Construction:

- Comment Response from 90% Review - Muller will review the comments from the 90% review and prepare written responses to all comments.
- Final Updates to Construction Plans – Muller will update the construction plans based on any comments received.
- Final Updates to CASDP and Drainage Report – Muller will update the CASDP and the drainage report based on any comments received.
- Final Updates to the Opinion of Cost and Construction Specifications – Muller will update the Opinion of Cost and Construction Specifications based on any comments received.
- The deliverables will be a PDF plan set (11x17), an Opinion of Probable Cost, a final drainage report, the CASDP and construction specifications.
- 100% Review Meeting with Project Sponsors – Muller's Project Manager and Assistant Project Manager will attend the 100% design review meeting with project sponsors.
- Address comments from 100% and Submit PE Stamped Bid Set – Any final comments from the 100% review will be addressed and the Engineer of Record will stamp the plans.
- Attend Pre-Bid Meeting – Muller's Project Manager and Project Engineer will attend the pre-bid meeting with the contractor.
- Respond to Contractor Questions – During the bidding process, if questions come up related to Muller's design items, we will provide responses to questions. A total of 24 hours for questions is assumed.
- Pre-Construction Meeting – Once the contractor has been selected, Muller's Project Manager and Project Engineer will attend the Pre-construction meeting.
- Attend OAC Meetings – Muller has assumed that they will attend 8 of the OAC meetings with an assumed time of 2 hours per meeting.
- Review Submittals – Muller will review 6 submittals for their applicable design items.
- Respond to RFI's – Muller will review 6 RFI's submitted by the contractor.
- Site Visits – Muller has assumed 8 site visits for the Project Manager and 8 site visits for the Assistant Project Manager to review the construction progress and provide feedback.
- Punch List Walk on Drainage Facilities – Muller will attend one punch list walk to review the drainage facilities.

Design Budget

To complete the design, we estimate that the project will require 999 staff hours from Muller, which corresponds to a fee of \$147,158.

Included with this letter is the Project Fee Estimate that identifies the specific tasks and related hours and costs for your review.

Project Assumptions

1. This scope includes design for Phase 1a only.

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2. SUE work will be completed by others
3. Geotechnical work will be provided by others.
4. Survey to be provided by others.
5. Plan set is assumed to be Drainage General Notes and Legend, Underdrain Design, Water Quality Design (2), Erosion Control Cover Sheet, Erosion Control Notes Sheet, Erosion Control Plans (4) and Erosion Control Details (2).
6. Erosion control will not be provided until the 60% level to reduce the re-work that happens when erosion gets done too early in the process.
7. Livable Cities will be providing a layout for the parking lot that Muller can use to determine drainage requirements. Muller is only responsible for the drainage work on the parking lot.

We look forward to beginning this effort upon your acceptance of our proposal for engineering services. Please contact us with any questions or comments.

Sincerely,
MULLER ENGINEERING COMPANY, INC.

A handwritten signature in black ink that reads "Audrey Rogers".

Audrey Rogers, PE
Drainage Project Manager

Enclosures: Project Fee Estimating Sheet
CC: Meredith Wenskoski, Livable Cities Studio



MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE



CLIENT: Livable Cities/DOTI

PROJECT: Martinez Park

PROPOSAL NO.: 922.05

PROJECT NO.:

DATE: 7/17/2022

PREPARED BY: ALR

CHECKED BY: #9

POSED TOTAL FEE: \$ 147,158

TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)										TOTALS			
		SM	ALR	CMR	NSC	NSC	AL	MMB	RTD	ALS	Project Accountant	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
	2022 Billing Rates	\$230	\$197	\$187	\$177	\$167	\$132	\$125	\$86	\$126					
100	Project Management and Meetings														
	Project Initiation and Admin			8							4	12	\$ 2,000	\$ 2,000	
	Project Invoicing (15 months assumed)			15							15	30	\$ 4,695	\$ 4,695	
	Project Kick-off Meeting/Site Visit		3	6	2	3	3					17	\$ 2,964	\$ 2,964	
	DOT/DWR Weekly Meetings (10 assumed)			20								20	\$ 3,740	\$ 3,740	
	Stakeholder/Public Engagement (2 meeting assumed and time to provide consult)			8		8						16	\$ 2,832	\$ 2,832	
	Base Mapping, Site Analysis (Environmental Coordination)		2	8		4		4	12			30	\$ 4,090	\$ 4,090	
	SUBTOTAL											125	\$ 20,321	\$ 20,321	
200	Design Development (80%)														
	Onsite Drainage Evaluation (Parking Lot Drainage)		1	2		8	12	2	16			41	\$ 5,117	\$ 5,117	
	80% Water Quality Layout (Parking Lot only)		1	2		8	12		8			31	\$ 4,179	\$ 4,179	
	Preliminary Drainage Report		1	2	1	8	24		4			40	\$ 5,596	\$ 5,596	
	Opinion of Cost			4		4	8					16	\$ 2,472	\$ 2,472	
	SA/DC		1	4	4	4	4		4			21	\$ 3,306	\$ 3,306	
	80% Submittal														
	80% Review Meeting with Project Sponsors			4		6						10	\$ 1,750	\$ 1,750	
	SUBTOTAL											159	\$ 22,420	\$ 22,420	
300	60% Design														
	Comment Response from 30% Review			4		8	8					20	\$ 3,140	\$ 3,140	
	Updating Onsite Drainage Evaluation (Parking Lot Drainage)			2		2	8	2	4			18	\$ 2,358	\$ 2,358	
	Playground Underdrain Design		1	1		4	8		8			22	\$ 2,796	\$ 2,796	
	Detailing Water Quality Design for Parking Lot Drainage			2		8	24		12			46	\$ 5,910	\$ 5,910	
	Erosion Control Cover, Notes, Plans (4 sheets - 20 scale) and Details		1	2		8	16		30			57	\$ 6,599	\$ 6,599	
	CASDP Report			1		4	16		4			25	\$ 3,311	\$ 3,311	
	Prepare SUDP			1		2	2					5	\$ 785	\$ 785	
	Update Drainage Report			1		4	20		4			29	\$ 3,839	\$ 3,839	
	Opinion of Cost			4		6	12					22	\$ 3,334	\$ 3,334	
	Construction Specifications			8		8						16	\$ 2,832	\$ 2,832	
	SA/DC		1	4	4	6	6		8			29	\$ 4,248	\$ 4,248	
	60% Submittal														
	60% Review Meeting with Project Sponsors			4		6						10	\$ 1,750	\$ 1,750	
	SUBTOTAL											299	\$ 40,900	\$ 40,900	



TASK NO.	ITEM DESCRIPTION	LABOR (HOURS)											TOTALS						
		Staff Member Initials											TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL			
		PM	ALT	CHM	MAG	WMS	AL	MM	BIT	ALS	Senior Project Manager 9	Project Manager 7 (L)					Project Manager 6 (R)	Project Manager 6 (L)	Project Engineer 5 (R)
2022 Billing Rates		\$230	\$197	\$187	\$177	\$167	\$132	\$135	\$86	\$126									
400	90% Design																		
	Comment Response From 90% Review			2			8	8									38	\$ 2,766	\$ 2,766
	Construction Plan Updates (Civil, erosion control and WQ) based on Comments			2			12	24									70	\$ 8,298	\$ 8,298
	Update CASDP based on Comments			1			2	8									11	\$ 1,577	\$ 1,577
	Update Drainage Report based on Comments			1			2	8									11	\$ 1,577	\$ 1,577
	Update Opinion of Cost			2			6	6									14	\$ 2,168	\$ 2,168
	Update Construction Specifications			6			4	4									10	\$ 1,790	\$ 1,790
	QA/QC			4	4		3	3									22	\$ 3,121	\$ 3,121
	90% Submittal																		
	90% Review Meeting with Project Sponsors			4			4										8	\$ 1,416	\$ 1,416
	SUBTOTAL																164	\$ 22,713	\$ 22,713
500	100% Design, Bid Package and Construction																		
	Comment Response From 90% Review			1			4										5	\$ 855	\$ 855
	Final Updates to Construction Plans			1			8	16									41	\$ 5,011	\$ 5,011
	Final Updates to CASDP and Drainage Report			1			4	8									13	\$ 1,911	\$ 1,911
	Final Updates to Opinion of Cost and Construction Specifications			1			8	8									17	\$ 2,579	\$ 2,579
	100% Review Meeting with Project Sponsors			2			2										4	\$ 708	\$ 708
	Address Comments from 100% and Submittal PE Stamped Bid Set			8			2	4									20	\$ 2,874	\$ 2,874
	Attend Pre-bid Meeting			2			2										4	\$ 708	\$ 708
	Respond to Contractor Questions			4	8		12										24	\$ 4,288	\$ 4,288
	Pre-Construction Meeting			3			3										6	\$ 1,062	\$ 1,062
	Attend OAC Meetings (8 assumed)			2	8		16										26	\$ 4,562	\$ 4,562
	Channel Construction Inspections (8 visits assumed)			2	6		12										20	\$ 3,530	\$ 3,530
	Review Submittals (6 assumed)			2	6		12										20	\$ 3,520	\$ 3,520
	Respond to RFI's (6 assumed)			2	16		24										42	\$ 7,394	\$ 7,394
	Site visits (observation)			2	4		4										10	\$ 1,810	\$ 1,810
	Punch List Walk on Drainage Facilities (1 assumed)			2	4		4										10	\$ 1,810	\$ 1,810
	SUBTOTAL																252	\$ 40,802	\$ 40,802
	TOTAL HOURS			2	36	206	3	273	276	8	176	19					999		
	TOTAL LABOR			\$ 460	\$ 7,092	\$ 38,522	\$ 531	\$ 45,591	\$ 36,432	\$ 1,000	\$ 15,136	\$ 2,394						\$ 147,158	
	TOTAL EXPENSES																		
	TOTAL FEE																		\$ 147,158

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EXHIBIT B

Key Personnel / Rates

Livable Cities Studio, Inc. has identified the following individuals as 'Key Personnel' for the Martinez Park Phase 1 Project:

- Meredith Wenskoski – Principal-In-Charge
- Will Viitanen – Project Manager
- Todd Wenskoski – Technical Design Lead
- Yishuen Lo – Project Designer
- Conrey Morris – Project Designer
- Joe Juergensen – Civil Engineering and Drainageway Principal
- Audrey Rogers – Civil Engineering and Drainageway Project Manager
- Andy Pultorak – Structural Design Lead
- Lori Pace – Outreach and Engagement
- Carla Kaplan-Gomez – Outreach and Engagement
- Chuck Ware – Project Quality Assurance
- Jill Bersano – Irrigation
- Dane Sanders – Lighting Design Lead
- David Roederer – Senior Lighting Designer
- Moneka Worah – Ecology
- Amy Kennedy – Sustainability Specialist
- Marie Russo – Biologist
- Ashley Pitts – Accessibility Consultant
- Tom Willis – Lead Surveyor
- Steve Geist – Arborist
- Tania Selgado – Lead Architect
- Jon Reid – Structural Design
- Jim Noll – Geotechnical Investigation
- Tim Grenier – Hazmat

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Livable Cities Studio, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, 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 4	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	\$225
Principal 3	Responsible for strategic direction and company vision. A senior officer of the company; Project leadership. Extensive knowledge of design practices.	\$200
Principal 2	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices	\$180
Principal 1	A senior officer of the company; Lead project and development of content. Lead project and development of content, complex project management.	\$160
Senior Designer 2	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$155
Senior Designer 1	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	\$145
Designer 6	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$140
Designer 5	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Designer 4	Project management. Development and advancement of design content.	\$115
Designer 3	Some project management, design production and technical design resolution.	\$100
Designer 2	Design production. Research and design production.	\$90
Designer 1	Performs design production work directed by mid and senior level staff.	\$75
Administrative	Provides a wide variety of administrative and staff support services.	\$80
Intern	Students in a design discipline who assists with project development under the direction of design professional.	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

PRIME CONSULTANT: Livable Cities Studio, Inc.

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

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>0.10</u> / each
Red-line copies	\$ <u>At cost</u> /S.F.
Reproducibles	\$ <u>At cost</u> / page

SUB-CONSULTANT TEAM MEMBERSFirm Name: Changing Paces International , LLC

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement 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/Project Lead	Design and direct community Audit and training resources, Managing and implementing strategies from information collected. Organize and oversee and facilitate community events. Design and execute agendas for all meetings and activities related to community interactive experiences. Analyze growth and connection opportunities. Cultivate community volunteers and strategic partnerships. Monitoring budgets and evaluation tools. Foster network opportunities and provide consistent follow-up and communication. Director of operations and team time management. Primary speaker, and facilitator of events. Project Management.	\$127/Hr.
Administrative Support Staff/Subcontractor	Undertakes any secondary tasking and coordination. Outreach support. Assist with Spanish communications and relationship-building and network activities. Coordinates execution of inspirational and wellness programming. Co- Facilitation of meetings and assisting with coordinating resources with community partnerships.	\$120/Hr.
Administrative Support Staff	Provides clerical support to the team to include Maintaining files, managing and coordinating schedules, and related communication. Assist with event planning, outgoing outreach, and execution of team plans. Record meeting notes and assists with the development of reports.	\$21/Hr.
Youth advisor/Intern	Liaison for youth initiative programming. Develops social media and in-person engagement campaigns, exercises, and activities. Assist with youth advocacy initiatives and experiential learning opportunities.	\$13/Hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.0.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Changing Paces International LLC

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub-consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Item	Charge Rate
Copies (8 1/2 x 11")	\$ <u>1.25</u> / each
Copies (8 1/2 x 14")	\$ <u>1.30</u> / each
Red-line copies	\$0.12/sf.
Polypropylene.	\$2.25 SF. Small Format Copies.
Clear add \$0.25 for cardstock Sq. Ft.	
Vellum Mylar Mylar Mounting and Laminating Price per SF Laminating (encapsulation)	\$2.50
up to 40" wide Mounting (on white foam core)	\$4.50 ea
Mounting (on black foam core).....	\$5.00
Comb Binding (up to 1")	\$1.90 ea
Comb Binding (1" +)	\$2.40 ea
Wire Binding.....	\$2.75 ea UniBind
Glue Binding	\$2.75 ea (Up to 100 sheets)
UniBind Glue Binding	\$3.25 ea (Over 100 Sheets)
Padding	\$4.00/100
Small Format Black and White 40 Miscellaneous Mount & Laminate (on white).....	\$7.00
Mount & Laminate (on black)	\$7.50 Up to 40" X 60" Framing (for foam-core mounts)

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Charles Ware, Landscape Architect

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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.
Landscape Architect	Project Quality Assurance	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.5.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Charles Ware, Landscape Architect

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.10 / each
Red-line copies	\$ Billed at cost.
Reproducibles	\$ Billed at cost/page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton & Associates

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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.
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$325
President	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$310
Principal	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$235
Associate	Contracts, Staffing, Project Oversight, Professional Engineer, Quality Control	\$220
Senior Engineer II	Project Management, Electrical Engineering, Quality Control	\$210
Senior Engineer I	Project Management, Electrical Engineering, Quality Control	\$175
Engineer II	Lighting Design, Electrical Engineering, Project Support	\$145
Engineer I	Lighting Design, Electrical Engineering, Project Support	\$130
Senior Designer II	Project Management, Lighting Design, Quality Control	\$200
Senior Designer I	Project Management, Lighting Design, Quality Control	\$155
Designer II	Lighting Design, Project Support	\$135
Designer I	Lighting Design, Project Support	\$125
Intern	Lighting Design, Electrical Engineering, Project Support	\$100
Production Manager	CADD Production, Deliverables Management, Quality Control	\$195
Senior CADD Technician	CADD Production	\$130
CADD Technician	CADD Production	\$100
Marketing Manager	Marketing, Proposal Development, Contract Review	\$95
Office Manager	Invoicing, Office Administration	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.5.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Clanton & Associates

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.07</u> / each
Copies (8 1/2 x 14")	\$ <u>.075</u> / each
Red-line copies	\$ <u>1.25</u> / S.F.
Reproducibles	\$ <u>1.25</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: ERO Resources Corporation

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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	Hourly Rate
Project Principal	Manages activities and advises professional-level personnel for large-scale, complex projects in a variety of resources including wetlands, biology, ecology, due diligence, cultural resources and paleontological resources. May have a bachelor's degree or higher and 20+ years of experience.	\$194.97
Senior Project Biologist	Performs or conducts investigations, studies, biological assessments (BAs), biological evaluations (BEs), reports. Leads teams on medium to large scale projects. May have bachelor's degree or higher with 20+ years of experience.	\$144.45
Biologist I	Performs or conducts investigations, studies, BAs, BEs, reports. Leads small teams. May have bachelor's degree or higher with 15+ years of experience.	\$118.79
Biologist II	Performs investigations, studies, BAs, BEs and reports with some supervision. May lead small teams. May have bachelor's degree with 10+ years of experience.	\$111.80
Staff Biologist	Performs field sampling, data collection and research under limited supervision. May have a bachelor's degree with 5+ years of experience.	\$71.60
Biological Technician	Performs field sampling and data collection under supervision. May have some college with 0-5 years of experience.	\$58.91
Senior Environmental Planner	Develops scopes and cost estimates, and manages budgets and schedules, including for the comprehensive programs and plans for development of natural spaces. Lead teams or works independently and/or has supervisory responsibilities. Works on large/complex projects. May have a bachelor's degree or higher and relevant certification with 20+ years' experience.	\$185.28
Project Environmental Planner	Develops scopes and cost estimates and manages budgets and schedules. May lead small teams. May have a bachelor's degree or higher and relevant certification with 10+ years' experience.	\$133.12
Staff Environmental Planner I	Develops scopes and cost estimates and manages budgets and schedules. May lead small teams. May have a bachelor's degree or higher and relevant certification with 10+ years' experience.	\$100.12
Staff Environmental Planner II	Develops scopes and cost estimates and manages budgets and schedules. May have a bachelor's degree or certification and 5-10 years' experience.	\$84.15
Geoscientist I	Designs, implements, manages small to medium projects including site assessments. Monitors progress of small to medium sized projects. May lead small teams. May have a bachelor's degree or higher, relevant professional certifications, and has 15+ years' experience.	\$135.04
Geoscientist II	Monitors, conducts, and completes site progress, designs, and reports. May have a bachelor's degree or higher, relevant professional certifications, and has 10+ years' experience.	\$126.83
Geoscience Technician	Assists with investigations under supervision. May have a bachelor's degree or higher, relevant professional certifications, and 0-5 years' experience.	\$72.60

GIS/Graphics Specialist	Creates/maintains databases, maps, and graphics that can be combined with geographically referenced data, working with GIS software and programs that have the capacity to relate different types of data, such as socioeconomic, demographic, administrative, or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks. Can work independently or as part of a team. Requires technical training.	\$129.26
Senior Cultural Resource Specialist	Manages large, complex archeological projects and leads teams. May have a bachelor's degree or higher and 20+ years of experience.	\$127.46
Project Cultural Resource Specialist	Unearths archeological sites, and documents, itemizes, and studies unearthed items. Researches, categorizes, and interprets artifacts, architectural features, and types of structures recovered by excavation in order to determine age and cultural identity. Leads small teams. May have a bachelor's degree or higher and 15+ years of experience.	\$89.12
Staff Cultural Resource Specialist I	Assists with archeological projects with some supervision. May lead field teams. May have a bachelor's degree or higher and at least 10+ years of experience.	\$72.73
Staff Cultural Resource Specialist II	Assists with archeological projects under limited supervision. May have a bachelor's degree or higher and 5+ years of experience.	\$69.33
Cultural Resource Technician	Assists with archeological projects under supervision. May have a bachelor's degree or higher with 0-5 years of experience.	\$66.55
Word Processing/Editor	Refines work and coordinates activities of writers engages in preparing technical/scientific material for publication in conjunction with or independent from technical activities. May have a degree or technical training.	\$104.06
Administrative Staff	Responsible for maintaining critical business operations including reconciling accounts, accounting files, invoices, and various other items pertinent to the operation of a business. May have an associate's or bachelor's degree.	\$99.83
Clerical Staff	General office duties and performance of a variety of routine tasks for managing business operations. May have an associate's or bachelor's degree.	\$57.42

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.3 _____.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Sub-Consultant: ERO Resources Corporation

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

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>0.15</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

CONFIDENTIAL

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Flatirons Inc. Land Surveying Services

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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.
One person field crew	Field Surveying	\$140
Two person field crew	Field Surveying	175
Licensed Land Surveyor	Senior Project Management, Quality Control	145
Survey Project Mgr.	Project Management	115
Drafter	AutoCAD Drafting	95
Administration	Clerical/Administrative	75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5 - 3.0

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Flatirons Inc. Land Surveying Services

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

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

All are included in hourly rates.

SUB-CONSULTANT TEAM MEMBERSFirm Name: Handprint Architecture, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, 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 / Project Manager	The Principal/Project Manager will lead the team, coordinate with consultants, and organize all administrative tasks. He/she will also be instrumental in setting the design direction for the project.	\$185
Architect	The Architect works collaboratively with the full team to design, document, and coordinate the project. This includes consultant coordination and technical documentation.	\$165
Intern	The Intern will support the team in design, technical documentation, and management tasks as appropriate to their experience and project requirements.	\$150

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSESFirm Name: Handprint Architecture, Inc.

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

Large Format B&W Bond – First Set	\$ 0.09 per square foot
Large Format B&W Bond – Additional Sets	\$ 0.06 per square foot
Smart Color - B&W - First Set	\$ 0.09 per square foot
Smart Color - B&W - Additional	\$ 0.06 per square foot
Smart Color - Lines - First Set	\$ 0.20 per square foot
Smart Color - Lines - Additional	\$ 0.18 per square foot
BW Copies 8.5" x 11"	\$ 0.05 per image
BW Copies 11" x 17"	\$ 0.10 per image
Digital BW Print 1st Out 8.5" x 11"	\$ 0.06 per image
Digital BW Print 1st Out 11" x 17"	\$ 0.12 per image
Color Prints 8.5" x 11" (First Set) 24# Text	\$ 0.65 per image
Color Prints 11" x 17" (First Set) 24# Text	\$ 0.85 per image
Color Prints 12" x 18" (First Set) 24# Text	\$ 1.15 per image
Color Copies 8.5" x 11" 24# Text	\$ 0.55 per image
Color Copies 11" x 17" 24# Text	\$ 0.75 per image
Color Copies 12" x 18" 24# Text	\$ 1.05 per image
Color Prints 8.5" x 11" Premium Text	\$ 0.65 per image
Color Prints 11" x 17" Premium Text	\$ 0.85 per image
Color Prints 12" x 18" Premium Text	\$ 1.15 per image
Color Prints 8.5" x 11" Cover	\$ 0.85 per image
Color Prints 11" x 17" Cover	\$ 1.25 per image
Color Prints 12" x 18" Cover	\$ 1.35 per image
Small Format Scan – BW	\$ 0.10 per image
Color Scan up to 11" x 17"	\$ 2.00 per image
LF Document Scan – BW	\$ 1.00 per sheet
Digital Processing	\$ 0.25 each

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Hydro Systems, KDI

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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.
PRINCIPLE	MAIN CONTACT, CONTRACTS, OVERSEE TEAMS	140. ⁰⁰
SENIOR ASSOC.	/ PM ATTEND MEETINGS, OVERSEE DESIGN, QS	125. ⁰⁰
ASSOC. / DESIGNER	IRRIGATION DESIGN, SPEC'S COST EST.	115. ⁰⁰
SITE PERSONNEL	SITE OBSERVATION, SUBMITTAL REVIEWS REFS	105. ⁰⁰

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.25.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproduces, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: HydroSystems . KDI

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.25</u> / each
Copies (8 1/2 x 14")	\$ <u>.25</u> / each
Red-line copies	\$ <u>3.15</u> /S.F.
Reproducibles	\$ <u>5.25</u> / page

SUB-CONSULTANT TEAM MEMBERS

Firm Name: JENSEN HUGHES

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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	\$98
Technician	Technical assistance & support	\$98
Sr. Technician	Technical assistance & support	\$132
Associate 1	Professional consulting services & support	\$112
Associate 2	Professional consulting services & support	\$144
Associate 3	Professional consulting services & support	\$165
Associate 4	Professional consulting services & support	\$179
Consultant 1	Professional consulting services, project management, supervision	\$189
Consultant 2	Professional consulting services, project management, supervision	\$198
Consultant 3	Professional consulting services, project management, supervision	\$215
Consultant 4	Professional consulting services, project management, supervision	\$236
Sr. Consultant 1	Professional consulting services, project management, supervision	\$256
Sr. Consultant 2	Professional consulting services, project management, supervision	\$274
Sr. Consultant 3	Professional consulting services, project management, supervision	\$289
Sr. Consultant 4	Professional consulting services, project management, supervision	\$298

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: JENSEN HUGHES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

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-CONSULTANT TEAM MEMBERS

Firm Name: Kumar & Associates, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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	Project Oversight, Contracts/Negotiations	\$215.00
Principal-in-Charge Senior Project Manager	Project Oversight, Geotechnical Report Review, Value Engineering, Attend Meetings, Budget Management	\$180.00
Project Manager, Geotechnical	Coordinates and conducts geotechnical subsurface investigative programs, provides geotechnical report review and recommendations	\$140.00
Project Engineer, Geotechnical	Preparation of geotechnical engineering reports, performs geotechnical engineering study/investigation(s), coordinates drilling procedures/scheduling	\$110.00
Staff Engineer, Geotechnical	Performs analysis of field and laboratory data for generation of geotechnical recommendations	\$95.00
Field Engineer	Supervises drilling activities including logging and sampling of subsurface conditions	\$80.00
Exploration Manager	Coordinates drilling schedule and performs drilling procedures	\$80.00
Word Processing/Clerical	Word processing of reports, filing/record keeping, and data entry	\$60.00
CAD Drafting	Development of drawings/schematics, IT support	\$90.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Kumar & Associates, Inc.

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

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-CONSULTANT TEAM MEMBERSFirm Name: Muller Engineering Company, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Sr. Project Manager 9	Plans, designs and directs civil engineering projects, reports and construction schedules as well as directing and supervising other engineer's activities.	\$230
Sr. Project Engineer/Manager 7	Plans, designs and directs civil engineering projects and reports as well as directing technicians to convert designs to working drawings.	\$207
Project Engineer 5H	Uses computer engineering and design software to assist in the preparation of engineering and design documents.	\$167
Project Engineer 5L	Uses computer engineering and design software to assist in the preparation of engineering and design documents.	\$156
Project Engineer 4	Uses computer engineering and design software to assist in the preparation of engineering and design documents.	\$145
Design Engineer 3	Engineering intern providing development-level engineering work using standard techniques and procedures.	\$132
Design Engineer 2	Engineering intern providing development-level engineering work using standard techniques and procedures.	\$119
Designer 1	Provides technical engineering support for designing, planning and execution of projects.	\$125
CADD Operator 4	Provides drafting and plan reproduction services for engineers during the planning, design and construction of civil engineering projects.	\$117
CADD Operator 1	Provides drafting and plan reproduction services for engineers during the planning, design and construction of civil engineering projects.	\$86
Project Accountant	Directs and is responsible for accounting practices, maintenance of fiscal records and the preparation of financial reports.	\$126

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.053

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Muller Engineering Company

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

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

All reproducibles will be provided by the prime so Muller does not have any cost.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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/ Executive Management	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$205
Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$185
Staff Engineer/Scientist III	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$205
Staff Engineer/Scientist II	Conducts data analysis and input, field data gathering, miscellaneous field services related to engineering, NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$160
Staff Engineer/Scientist I	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, botanical data, noise or air measurements.	\$135
Staff Engineer/Scientist	Data management and administrative support, maintain field equipment; administrative contract controls.	\$125
CAD/GIS Specialist (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$105
Field Specialist/Project Assistant	Maintain Field Equipment, Data Management, Invoicing	\$92
Administration	Word Processing, Clerical	\$70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.03.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSESFirm Name: Pinyon Environmental, Inc.

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

List of Expenses

EXPENSE OR SERVICE	RATE	BILLING RATE
General Field Visits (general projects, asbestos sampling kit [bulk sampling])	Day	\$50
Biological Field Visit (includes sub-meter GPS, wetland flags, field notebook, and other incident)	Day	\$250
Soil Logging/Screening (during drilling/test pits; includes PID or other instruments, GPS, and other incidentals)	Day	\$250
Groundwater Sampling (includes YSI field measurements, water level meter, bailers, and other incidentals)	Day	\$250
Noise Monitoring	Day	\$250
Asbestos Air Monitoring Field Kit	Day	\$115
Mileage (passenger car)	Mile	Current IRS Rate
Outside Expenses (e.g., shipping, rental equipment, travel, subcontractor/subconsultant, laboratory fees)	Cost + 10%	Cost + 10%
Specialty In-house Equipment Billed as Indicated in Project-specific Proposals		
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost + 10%	Cost + 10%
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost + 10%	Cost + 10%
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost + 10%	Cost + 10%
Other In-House or Rented Equipment ¹	Cost + 10%	Cost + 10%
Bonding Rate ²	Cost + 10%	Cost + 10%

¹ – Specialized equipment not listed will be denoted in task-specific proposals and will be subject to the review and approval of the City.

² – Costs for bonding will be applied to first task order. Should additional bonding be required, Pinyon will invoice cost accordingly to those specific task orders.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Reid Structural Design

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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	Project Management, Structural Design and Detailing	\$120

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.2.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: Reid Structural Design

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

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-CONSULTANT TEAM MEMBERS

Firm Name: SavATree

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, 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.
Consulting Arborist	Inventory and tree assessment	\$185.00
General Tree Care Specialist	Pneumatic excavation and root exploration	\$160.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 4.0 - 4.5 .

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. 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 reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm Name: SavATree

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.55</u> / each
Copies (8 1/2 x 14")	\$ <u>0.70</u> / each
Red-line copies	\$ <u>0.70</u> /S.F.
Reproducibles	\$ <u>0.70</u> / page

EXHIBIT C

Insurance ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2022

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 Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Moody Insurance Agency</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (303) 824-6600</td> <td>FAX (A/C, No): (303) 370-0118</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certrequest@moodyins.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Sentinel Insurance Co Ltd</td> <td>NAIC # 11000</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Co</td> <td>27120</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's London</td> <td></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>	CONTACT NAME: Moody Insurance Agency		PHONE (A/C, No, Ext): (303) 824-6600	FAX (A/C, No): (303) 370-0118	E-MAIL ADDRESS: certrequest@moodyins.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Sentinel Insurance Co Ltd	NAIC # 11000	INSURER B: Trumbull Insurance Co	27120	INSURER C: Underwriters at Lloyd's London		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Livable Cities Studio, Inc. 3858 Walnut St Ste 135 Denver CO 80205																					

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		34SBAA0013	03/15/2022	03/15/2023	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
							Hired/NonOwned \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							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			34SBAA0013	03/15/2022	03/15/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34WECID3865	07/18/2022	07/18/2023	<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			ANE172317622	04/27/2022	04/27/2023	Each claim \$ 2,000,000
							Retention \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: The City & County of Denver, its Elected & Appointed Officials, Employees & Volunteers are included as Additional Insured for General, Auto & Excess/Umbrella liability insurances

CERTIFICATE HOLDER City and County of Denver, Denver Parks and Recreation 101 W Colfax Ave Ste 900 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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