

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

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER** (the "**City**"), a municipal corporation of the State of Colorado, and **NORRIS DESIGN, INC.**, a Colorado corporation, with an address of 1101 Bannock St, Denver, CO 80204 (the "**Design Consultant**"), collectively "**the Parties**".

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

SECTION 1 – ENGAGEMENT

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

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

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

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility; Project Requirements.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statues, 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 Work Project shall be adequate and sufficient for the proper construction of the Work Project and its intended purpose, in accordance with the standard of care described in section 2.02 (a).

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

2.03 Program and Budget.

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

2.04 Coordination and Cooperation.

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

2.05 Personnel Assignments.

- (a) The key 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 outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, hourly rates, and résumés of training and experience in work of like character and magnitude of the project being contemplated, and a conflict of interest statement (if applicable) pursuant to paragraph 2.5(h), to the Project Manager 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 Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Project Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Executive Director determines that the performance of approved key professional personnel or a subconsultant is not acceptable, they shall notify the Design Consultant and give the Design Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, they may require the Design Consultant to reassign or replace such key professional personnel. If the Executive Director notifies the Design Consultant that certain of its key professional personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key professional personnel or a subconsultant within ten (10) days from the date of the Executive Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a Task Order to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

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

2.06 Basic Services – General.

- (a) The Design Consultant shall, under the general direction of and at the written request of the Executive Director, furnish experienced architectural personnel to support DPR's existing personnel. Subject to an express, agreed upon limitation of such duties set forth in any approved Task Order proposal for the particular project assigned to the Design Consultant under this Agreement, the Design Consultant agrees to perform all of the services and duties set forth in this Agreement in regard to each project to which it is assigned and its proposal is approved.
- (b) When directed by the Executive Director to perform under this Agreement on a particular Task Order, the Design Consultant shall prepare a project-specific proposal in accordance with the provided scope or description of Work for that project. A separate project-specific proposal shall be prepared for each Task Order for which the Design Consultant's services are required and shall set forth, at a minimum, all of the following:
 - (1) The not to exceed maximum fee for the Design Consultant's basic services (mark-ups on basic services will not be accepted).
 - (2) The supplemental services budget, limited to ten percent (10%) of the basic services fee for the Project.
 - (3) Any reimbursable expenses allowed under this Agreement, if applicable (mark-ups on reimbursable expenses will not be accepted).
 - (4) A detailed description of the task and proposed scope of work (the "Work").
 - (5) An agreed upon schedule for the Design Consultant's performance of all phases of their work.
 - (6) An Itemized Hourly fee breakdown per the key professional personnel and Rate Schedule in **Exhibit B**.

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

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

- (a) Programming and Investigation Phase:
 - (1) The Design Consultant shall attend such conferences as may be required for a complete understanding of each Work Project, and the Design Consultant shall prepare and distribute all notices and minutes of such conferences to the City upon request. The Design Consultant shall manage the Project and the work of staff subconsultants in an efficient manner so that work produced meets the requirements of the contract and Task Order.
 - (2) If construction, design or document standards have been adopted by the City, the State, or the Federal government for the Project, the Design Consultant shall comply with all such standards when applicable.
 - (3) The Design Consultant shall perform all additional research or investigation it deems necessary to have a complete understanding of the Work Project. If

prior plans exist for the project the Design Consultant shall familiarize themselves with them and follow applicable guidance.

- (4) The Design Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific Work Project based on the information provided by the City.
- (5) The Design Consultant shall then review the project requirements with the City to confirm its understanding of the Work Project program, budget and any applicable limitations.
- (6) The Design Consultant shall review and coordinate with all surveys, plans, special studies and engineering data necessary to properly investigate and report on the Work Project.
- (7) The Design Consultant shall then review with the City alternate methods or approaches to the design and construction of the Work Project and recommend those methods or approaches best suited to program needs and budget of City.
- (8) The Design Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved Work Project-specific proposal.

(b) Schematic Design Phase:

- (1) The Design Consultant shall not begin work on the Schematic Design Phase of any Work Project unless and until written notice to proceed with such phase is received from the Project Manager.
- (2) During the Schematic Design Phase for each Task Order, the Design Consultant shall, in response to the City's requirements, the budget restrictions of the Work Project and the format of design and construction selected by the City, prepare for the City's approval of Schematic Design Documents including, but not limited to, drawings and other documents that demonstrate and illustrate the conceptual design, scope and scale of the Work Project and the relationship of Work Project components. Such documents shall be in sufficient detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternatives and resolution of other scope and budget questions.
- (3) The Design Consultant shall also provide a preliminary Opinion of Probable Construction Cost of the Work Project for the City, taking into account the City's Work Project budget prior to payment for this phase of the work.
- (4) The Design Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved Work Project-specific proposal.

(c) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each Task Order, the Design Consultant shall obtain written approval of its final Schematic Design Documents and the Statement of Probable Cost.
- (2) The Design Consultant shall prepare Design Development Documents based upon the approved Schematic Design Documents and any adjustments in the program and budget authorized by the Executive Director.
- (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the Work Project and to demonstrate the general design of the Work Project, including the size and character of the Work Project as to architectural, design, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each Work Project scope and design.
- (4) As required, the Design Consultant shall prepare Design Development Drawings which shall include but not be limited to:
 - (i) Drawings which show existing trees, planimetric and topographic features and improvements affecting or relating to the proposed Work Project. The Design Consultant shall indicate tree protection zones, revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Design Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes. Where permits are required Design Consultant shall prepare preliminary plans for review.
 - (ii) Drawings setting forth the basic information necessary to establish space requirements, layout and functional arrangement.
 - (iii) Drawings which show enlargements and preliminary of areas of detail, such as special use areas that demonstrate form, texture, color, structure and special use needs, including sections, elevations, details and other drawings and notes that fully depict the design of proposed elements.
 - (iv) Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features, including calculations for capacities and reference to standards applied.
 - (v) Drawings demonstrating the location and size of existing and proposed underground and above-ground utilities as needed for the construction of the Work Project, as well as elevations of gravity lines and location of proposed building connections with notations showing which of which of the necessary utility extensions or connections will be provided by others.
 - (vi) Drawings showing required irrigation calculations, hydrozones, mainline layouts and special conditions .

- (5) The Design Consultant shall prepare preliminary specifications which shall include but not be limited to DPR's current standard specifications as edited by the Design consultant, and an updated Work Project schedule.
- (6) The Design Consultant shall prepare an Opinion of Probable Construction Cost which shall be calculated by the Design Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the Work Project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
- (7) The Design Consultant shall also provide, as part of this phase, all services included in the applicable portions of the applicable approved Work Project-specific proposal.
- (8) The Design Consultant shall also provide outline specifications that include the use of LEED or SITES standards and contractor requirements for recycling and construction waste management, as applicable.

(d) Construction Documents Phase:

- (1) Prior to beginning the Construction Documents Phase, the Design Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost, such statement shall become the City's Final Budget for Project Construction. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Design Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.
- (2) The Design Consultant shall prepare the Construction Documents from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the Design Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, and shall contain complete bidding documents meeting all City and, as applicable, State and Federal requirements.
- (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications, compliant with the City's Construction General Conditions, setting forth the requirements for the completion of the Work Project in adequate, reasonable, reliable and final detail.
- (4) The Design Consultant shall file all documents necessary and required for the approval of the Work Project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.

- (5) Acceptance of the Construction Documents shall not relieve the Design Consultant of any responsibility for design deficiencies, omissions or errors.
- (6) All final plans and specifications shall bear the signature(s) and seal(s) of Design Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the Parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer and/or architect in charge of the preparation of such plans and specifications or parts thereof. The Design Consultant shall be ultimately responsible for all design work provided under this Agreement.
- (7) The Design Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Design Consultant shall provide a list of long lead items to the Project Manager.
- (9) The Design Consultant shall provide the City with a Final Opinion of Construction Cost based upon the submitted Design Documents for the City's consideration.
- (10) The Design Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved Work Project-specific proposal.
- (11) If the cost estimate indicates a budget shortfall, the Design Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents and in the Final Opinion of Project Cost; or the Design Consultant shall agree to redesign the Work Project at no additional cost to City and, in a manner acceptable to the City to overcome the budget shortfall.

(e) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the Task Order, the Design Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents.
- (2) The time schedule for work under this phase shall be governed by the times shown in the printed Work Project bid package(s), as modified by any addenda.
- (3) During this phase, the Design Consultant's duties shall include, but not be limited to:
 - (i) Preparing and submitting the Work Project documents, bid documents for the written acceptance of the City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed

as approval of the adequacy of the documents and shall not relieve the Design Consultant of the responsibility for design deficiencies, errors, or omissions;

- (ii) Preparation and submittal to the City of a tentative pre-bid Work Project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the Work Project;
 - (iii) Providing the City with bid documents in accordance with the format required by the City;
 - (iv) Attending the prebid meeting and assisting the Project Manager with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
 - (v) Assisting the Project Manager with the preparation of any necessary addenda and participating in the pre-bid conference with prospective bidders;
 - (vi) Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
 - (vii) Performing all services included in the applicable portions of the applicable approved Work Project-specific proposal.
- (4) Value Engineering: The Design Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the Work Project back into budget if there is a budget shortfall.

(f) Construction Administration Phase:

- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
- (2) The time schedule for Design Consultant's Work under this phase shall be set and governed by the approved Work Project schedule. However, the Design Consultant's schedule for this phase may be changed due to Work Project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid. No additional compensation will be paid to the Design Consultant because of extension of the Contractors period of performance or other performance schedule revisions.
- (3) The Design Consultant shall assist at a pre-construction conference with the Contractor and shall take and distribute to the City and the Contractor, upon

request, written minutes of the pre-construction conference and of all meetings conducted.

- (4) The Design Consultant shall take written minutes of all project meetings and shall distribute such minutes to the City for review upon request.
- (5) The Design Consultant shall attend Owner, Architects, Contractor ("O.A.C.") meetings when requested by the Project Manager. The Design Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- (6) The Design Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
- (7) If, in the Design Consultant's opinion, the Contractor has fallen behind schedule, the Design Consultant shall immediately notify the Project Manager. If the Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure its completion within the time specified in the Contract Documents, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Design Consultant shall immediately notify the Project Manager and recommend a course of action.
- (8) The Design Consultant will assist the Project Manager with interpreting the requirements of the Project Plans and Specifications. The Design Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- (9) The Design Consultant shall notify the City's Project Manager of unacceptable work which, in the Design Consultant's opinion, does not conform to the Contract Documents. The Design Consultant shall review and approve all shop drawings, samples and other required submissions of the Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Design Consultant has ascertained that they are in conformance with the design concept of the Work Project and in compliance with Contract Documents. Submissions of Contractor(s) shall be acted on and returned to the Contractor within ten (10) days of receipt thereof. If review and return are delayed beyond the time set out above, the Design Consultant shall notify Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. Resubmittals shall be acted on and returned to Contractor within five (5) days. The Contractor shall submit to the City Project Manager and Design Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.
- (10) The Design Consultant shall review and analyze all written requests for Change Orders, including any documents offered to substantiate such

requests. The Design Consultant shall submit written recommendations to the City concerning all requests for Change Orders.

- (11) All Change Orders shall be on forms supplied by the City. The Design Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.
- (12) The City will transmit a copy of all completed Change Orders to the Design Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (13) The Design Consultant shall use reasonable efforts and professional judgment to ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (14) The Design Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Design Consultant shall immediately make an oral report of such nonconformance to the City Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Design Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Design Consultant shall be made by members of the appropriate design discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- (15) On each visit to the site, the Design Consultant shall make, and file within seven (7) days with the City, a written field observation report detailing their observations.
- (16) If the Design Consultant knows or reasonably should have known that the Contractor or any subcontractor fails to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Design Consultant, the Design Consultant shall report such failure to the City's Project Manager immediately. The Design Consultant shall notify the Project Manager of specific critical observations it intends to carry out during the various phases of the Work Project.
- (17) If the Design Consultant becomes aware of any condition or event constituting a material default by the Contractor or that otherwise justify

termination of the Contractor for cause, the Design Consultant shall notify the City immediately.

- (18) Upon the completion of the entire work or a designated portion thereof, the Design Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (19) The Design Consultant shall, in consultation with the City, provide to the City a close-out program, including a comprehensive process to ensure timely, efficient and proper completion of all punch list items by the Contractor in accordance with the provisions of the Contract Documents.
- (20) Prior to Final Inspection, the Design Consultant shall obtain the original "Marked-up As Built" drawings and a conformed copy of the Project Specifications from each Contractor. Based on these documents, the Design Consultant shall prepare, as necessary, and deliver to the Project Manager Record Drawings and a conformed copy of the Project Specifications showing all changes made during construction. Such Record Drawings shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" sets of drawings prepared by Contractor. The Record Drawings shall incorporate the Design Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Design Consultant as being Record Drawings. These drawings shall be delivered on a CD in PDF and DWG format to the City Project Manager, together with all of the "Marked-up As Built" prints provided by the Contractor(s) from which they were derived. If requested by the City, the unstamped reproducibles shall be transmitted to the City with a letter, sealed by the Design Consultant, stating that as of the date of such transmittal, the reproducible drawings are identical to the Record Drawings except for such seals and stamping. The last five percent (5%) of the Design Consultant's basic services fee for each Work Project will not be paid until such Record Drawings and all Record Documents required are received by the City Project Manager and accepted by the City.
- (21) When requested, the Design Consultant shall attend the Final Inspection with the City to ascertain that all Work performed by the Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Design Consultant and the City, and made in sufficient detail to fully outline to the Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (22) Prior to final payment to the Contractor, the Design Consultant shall review final punch list Work and shall prepare a written report outlining the deficient or outstanding Work and making recommendations as to the ultimate disposition of such outstanding Work.
- (23) One (1) month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions

to the Contract Documents, the Design Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished by the Design Consultant to the City.

- (24) The Design Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved Work Project-specific proposal.

2.08 Surveying and Testing.

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

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 Consultant’s Goal Commitment for MWBE participation for this Agreement is **20%** as stipulated in the Division of Small Business Opportunity (“DSBO”) Commitment to MWBE Participation Form submitted by the Consultant.
- (b) Under § 28-68, D.R.M.C., the Design 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 Design Consultant acknowledges that:
 - (1) If directed by DSBO, the Design 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 Design 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 Design Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of 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 Design 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 Design 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 Design Consultant shall supply to DSBO all required documentation under §§ 28-64, 28-70, 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 Design 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 Design Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Design Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Basic Services. The City agrees to pay the Design Consultant, as compensation for any basic services rendered for a particular Task, either a maximum basic services fee, to be set forth in each

approved Task proposal prepared prior to commencement of any work under this Agreement, or an amount based on the Design Consultant's periodic invoices, whichever is less.

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

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

3.04 Invoices. The Design Consultant shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit B** on each approved Task Order. Such invoices shall reflect the Design Consultant's actual hours, rates, personnel, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit B**. The rates contained in Exhibit B can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement in accordance with Section 5.27. The Design Consultant shall maintain hourly records of the time worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Design Consultant's invoice shall be separated by Task Order to show direct charges to specific projects and to distinguish fees and expenses. Upon submission of such invoices to the City, and approval by the City, payment shall be issued. Final payment to the Design Consultant, for each assigned Task Order, shall not be made until after the project is accepted, all guarantees, certificates of completion, and record drawings and reproducible copies are delivered to the City, and the duties agreed to in the approved project proposal for that project are otherwise fully performed by the Design Consultant. No deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to any assigned project contractor.

3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the Parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$2,500,000.00)**. In no event shall the maximum payment to the Design Consultant, for all Work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council for the particular Task Orders assigned to the Design Consultant under this Agreement for the particular year(s) in which this Agreement is in effect and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate

the funds necessary to compensate the Design Consultant for the work it performs on any assigned Task Order, at the time it accepts each proposal for a specific project. The Executive Director of DPR, upon reasonable written request, will advise the Design Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all Work by the Design Consultant on a specific Work Project.

- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design Consultant for a specific Task Order to exceed the amount appropriated for the Design Consultant's work on a specific Work Project is expressly prohibited. In no event shall the issuance of any Task Order Change or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered, unless and until such time as the Design Consultant has been advised in writing by the Executive Director of DPR that a lawful appropriation sufficient to cover the entire cost of such additional Work, has been made. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated for the Design Consultant's Work on a Work Project are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Design Consultant's own risk and sole expense.

3.06 Appropriation and Funding.

- (a) 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.
- (b) As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City's intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned Project, at the time it executes the Task Order for a Project. The applicable Director or her designee, upon reasonable written request, will advise the Consultant in writing of the total amount of appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on an assigned Project.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The initial term of this Agreement shall commence upon execution and shall end four (4) years thereafter; provided, however, that any Task Order in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. The term may be extended, at the sole option of the City by written amendment pursuant to Executive Order 8. In no event, however, shall the Design Consultant's performance under this Agreement, including any extension,

exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.
- (b) The Executive Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over Work to be done under this Agreement and prosecute the Work to the completion by contract or otherwise, and the Design Consultant shall be liable to 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 Work Project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of Work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

- (a) The City shall provide available information regarding its requirements for each Task Order, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the

accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify 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 each project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Work Project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

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

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

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

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

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Design Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

- (a) General Conditions: Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) Proof of Insurance: Design Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Design Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) Additional Insureds: For Commercial General Liability and Automobile Liability, Design Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) Waiver of Subrogation: For all coverages required under this Agreement, Design Consultant's insurer shall waive subrogation rights against the City.
- (e) Subconsultants: Design Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Design Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

- (f) Workers' Compensation/Employer's Liability Insurance: Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (g) Commercial General Liability: Design Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (h) Automobile Liability: Design Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) Professional Liability (Errors and Omissions): Design Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

5.08 Defense and 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 Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Design Consultant's obligation to defend and indemnify may be determined after Design Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. Design 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 Design Consultant is not named as a Defendant.
- (c) Design 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 Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

- Exhibit A** Scope of Work
- Exhibit B** Key Professional Personnel and Rates
- Exhibit C** Certificate of Insurance

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

- Sections 1 through 5
- Exhibit A**
- Exhibit B**
- Exhibit C**

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

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

5.13. Conflict of Interest.

- (a) The Parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those

of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

5.17 Proprietary or Confidential Information.

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

(b) Design Consultant's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design

Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

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 Executive 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 any 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 Executive Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Executive Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude

the transmittal of any information to officials of the City, including without limitation the Mayor, the Executive Director, City Council or the Auditor.

5.24 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 Design Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Design Consultant or the person signing the Agreement to enter into this Agreement.

5.25 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 Parks and Recreation
201 West Colfax Avenue, Dept 904
Denver, Colorado 80202

with copy to: City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

to the Design Consultant: Norris Design, Inc.
1101 Bannock St.
Denver, Colorado 80204

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.

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Contract Control Number: PARKS-202683506-00
Contractor Name: NORRIS DESIGN 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:

PARKS-202683506-00
NORRIS DESIGN INC

By: Signed by:
William Mahar
6D1A777DCFB84B9...

Name: Bill Mahar
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Scope of Work

A. GENERAL DESCRIPTION:

The City's Department of Parks and Recreation (DPR) has identified a need for landscape architectural planning, design, and related consultant services on a continuing on-call basis. The work will typically consist of (but is not limited to) assessment, planning, design, and construction observation services related to parks and park facilities.

Types of work may include:

- System-wide planning and park-specific master planning efforts (individual park master plans, system-wide assessment reports, asset specific planning, public engagement and outreach);
- Design of new, or renovation of existing, parks and assets (fields, courts, playgrounds, picnic facilities, walkways, etc.);
- Improvements and upgrades to system-wide assets (regional trail and greenway systems, bridges, medians);
- Mountain Parks and Natural Areas improvements (trails and trailheads, roadways/parking, historic structures, etc.); and
- Deferred maintenance and other repairs to parks and recreation facilities (recreation centers, maintenance and operations facilities, renovation and rehabilitation of historic buildings, fountains, and monuments).

C. BACKGROUND INFORMATION:

For strategic guidance and planning DPR relies on The Game Plan for a Healthy City, which can be accessed at: <https://www.denvergov.org/content/denvergov/en/denveright/parks-recreation.html>

All DPR projects are expected to embrace and demonstrate how they are consistent with the strategic pillars identified in the plan, as supported by Denver citizens:

- Adapt to a changing climate
- Diversify parks and recreation services and programs
- Grow parks and recreation access
- Reinvest in parks resources and people
- Connect to Denver's nature and culture

Denver has adopted goals and policies to address climate change. It is expected that all projects initiated by DPR will recognize and address current efforts at developing resiliency and reducing waste. DPR is exploring opportunities to apply Sustainable Sites Initiative (SITES) certification for selected projects. In all cases, projects should recognize the value of ecosystem services and strive to incorporate the principles of sustainability and resilience. On-call consultants shall consider and apply triple bottom line (environmentally sound, socially equitable, economically feasible) benefits including, but not limited to, protection of natural and cultural resources, water and soil conservation and quality, reduction of urban heat island effect, sustainably harvested and manufactured materials, recycling and materials reuse, energy conservation and opportunities for renewable energy integration, responsible use of local and locally appropriate materials, and other innovative practices.

In addition to the Game Plan, DPR has adopted standard policies, practices, specifications and details that are to be followed in all planning and design Task Orders. These policies and practices are detailed in the DPR Planning Design and Construction (PD&C) Manual (2021), which will be made available to all firms that are selected for this on-call contract.

D. DESCRIPTION OF SERVICES:

The consultant(s) shall provide professional landscape architectural, parks planning, design, which may include architecture, surveying, engineering, irrigation, and related technical services, as required for the performance of planning, conceptual design, design development, construction drawings/plans/specifications, and construction observation services for various city projects.

The consultant and its team of subconsultants must be able to provide the following core services:

Planning Services
System-wide planning for parks, recreation and open space uses
Master planning for parks, recreation amenities, open space, and trail systems
Landscape Architecture Services
Ecological/natural resource planning and analysis
Historic preservation assessment and design
Community recreational needs assessments including demographic, economic research
Public information and community outreach, including public meetings
Multi-modal transportation, traffic, circulation and parking planning
Preparation of written reports, summaries, conceptual drawings and graphics, or other services ancillary to the above-described planning activities

Related Technical Services
Project management
Project scheduling
Construction cost estimating
Bidding assistance
Construction observation
Stormwater, Floodplain and Erosion Control Design
Green Infrastructure and Resiliency Design
Architectural design
Civil engineering
Site surveying
Structural engineering
Geotechnical engineering and materials testing
Mechanical engineering and plumbing
Electrical engineering and lighting design
Environmental services
Historic preservation design
ADA and code compliance services
Irrigation Design
Community Engagement & Public involvement
Preparation of written reports, illustrations, and graphic design

Exhibit B Key Personnel, Billing Rates & Reimbursable Expenses

Provide one copy for the prime consultant as well as each subconsultant.
The consultant may modify this page and continue on additional pages as needed, to conform to the services being offered.

Please reference Section 3. C. for guidelines on pricing and billing rates

Proposer Name: Norris Design

PERSONNEL		
CLASSIFICATION	RESPONSIBILITY	BILLING RATE PER HOUR
Principal	Conduct the team to orchestrate the delivery of each contract. Involved with client meetings, guide the design and planning process, and will administer QA/QC to the plans.	\$240
Project Manager	Direct contact and lead for each project, involved with client meetings, manage the contractual obligations, and will administer QA/QC to the plans.	\$190
Project Landscape Architect	Involved with client meetings and manage the project team for coordination between the design and the plan production.	\$190
Staff Landscape Architect	Team members documenting the design development and construction plans.	\$150
Project Irrigation Designer	Involved with client meetings and manage the project team for coordination between the irrigation design and the plan production.	\$190
Staff Irrigation Designer	Team members documenting the irrigation design development and construction plans.	\$130
Project Planner	Involved with client meetings and manage the project team for coordination of the master plans, planning studies and research.	\$190
Planner	Team member documents master plans, planning studies and research.	\$150
Landscape Designer	Team member assisting with landscape design tasks and CAD production for plans.	\$130
Designer	Team member assisting with design tasks and CAD production for plans.	\$95
Graphic Designer	Graphic design, development/design/coordination of signage and wayfinding elements.	\$175
Administrative Support	Responsible for the processing of client and consultant invoices, reimbursable expenses and project related documents.	\$75
CAD Draftsperson	Supports the team to develop the design of others and performs routine design assignments.	\$100
3D Graphic Team	Team member who produces graphics and potential 3D/VR visualizations and virtual models.	\$190

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Photocopies	\$0.20/each
Color Xerox 8 1/2 x 11	\$1.55/each
Xerox 11 x 17	\$0.45/each
Color Xerox 11 x 17	\$2.80/each
Black & White Plots	\$0.50/sf
Color Plots	\$6.00/sf
Outside Materials/Services/Supplies	Cost + 10%

ATTACHMENT 1
Key Personnel, Billing Rates & Reimbursable Expenses

Provide one copy for the prime consultant as well as each subconsultant.
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Proposer Name: HCL Engineering & Surveying

PERSONNEL		
CLASSIFICATION	RESPONSIBILITY	BILLING RATE PER HOUR
Principal	Oversee firm-wide strategy and operations, ensuring quality, profitability, and client satisfaction across departments.	\$ 314.00
Department Manager	Oversees the department, providing technical leadership, team management, and strategic growth planning.	\$267.00
Senior Project Manager	Directs large, complex projects from initiation to completion, managing budgets, teams, and client relationships.	\$267.00
Project Manager	Oversees day-to-day project execution, coordinating between teams, clients, and subcontractors to deliver projects on time and within budget.	\$251.00
Senior Project Engineer	Leads technical aspects of complex projects, coordinates multidisciplinary teams, and ensures deliverables meet codes and client needs.	\$251.00
Bridge Inspector II	Conducts intermediate-level inspections of bridges and related structures, documenting conditions and identifying needed repairs.	\$169.00
Engineering Intern	Supports teams by performing basic engineering tasks, collecting field data, and learning inspection protocols and reporting methods.	\$99.00
SUE Manager	Manages Subsurface Utility Engineering operations, ensuring accurate utility detection, mapping, and conflict analysis for design teams.	\$233.00
Project Architect	Intermediate-level, licensed professional architect responsible for independent execution of design and technical aspects of architectural projects , including overseeing production drawings, coordination with consultants, and interfaces directly with clients.	\$169.00
Architect Staff II	Intermediate-level architectural staff member is responsible for design and technical tasks across all project phases including contributions to design development and construction documentation, and coordinating with consultants.	\$146.00
Architect Staff I	Entry-level architectural staff member assisting with drawings, models, research, and coordination tasks, learning AIA standards, building codes, and firm processes under close	\$134.00

	supervision.	
Field Coordinator	Organizes field crew schedules, ensures equipment readiness, and manages logistics and safety compliance for survey operations.	\$198.00
Senior Project Surveyor	Leads survey tasks on significant projects, managing data quality, deliverables, and junior staff training.	\$192.00
1-man Crew – Party Chief	Conducts field surveys independently using GNSS and robotic instruments, ensuring accurate data collection and safety compliance.	\$192.00
Project Surveyor	Prepares survey documents, coordinates field work, and performs QA/QC on deliverables to meet project requirements.	\$175.00
UAV Pilot	Operates drones for aerial data collection, including photogrammetry, mapping, and inspection missions.	\$175.00
Senior CAD Technician	Produces complex survey drawings and models, mentors junior CAD staff, and ensures adherence to CAD standards.	\$169.00
Utility Locator	Uses geophysical tools to locate underground utilities and marks them in the field to prevent damage during construction.	\$169.00
CAD Technician	Prepares base maps and detailed drawings using CAD software based on survey and engineering input.	\$140.00
Design Engineer II	Performs design tasks with moderate supervision, contributes to reports, plans, and specs, and may mentor junior staff.	\$130.00
C Design Engineer I	Entry-level engineer assisting with calculations, design drafting, and report preparation under close supervision.	\$121.00
Administrative	Provides clerical and project support, including document control, scheduling, and communication with internal and external stakeholders.	\$105.00
Instrument Operator	Assists the crew chief in field data collection using total stations, GPS, and other survey instruments.	\$99.00
Project Analyst	Analyzes in-project accounting tasks	\$140.00

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8.5 x 11")	\$ 0.10 /each
Copies (8.5 x 14")	\$ 0.14 /each
Redline copies	\$ 1.00 /S.F.
Reproducible Materials	\$ 6.00 /page

ATTACHMENT 1 Key Personnel, Billing Rates & Reimbursable Expenses

Provide one copy for the prime consultant as well as each subconsultant.
The consultant may modify this page and continue on additional pages as needed,
to conform to the services being offered.

Please reference Section 3. C. for guidelines on pricing and billing rates

Proposer Name: IMEG - Denver

PERSONNEL		
CLASSIFICATION	RESPONSIBILITY	BILLING RATE PER HOUR
Client Executive		\$285
Project Executive		\$265
Senior Engineer 3		\$235
Senior Engineer 2		\$205
Senior Engineer 1		\$190
Project Engineer 2		\$170
Project Engineer 1		\$155
Graduate Designer 2		\$135
Graduate Designer 1		\$120
Project Designer 2		\$155
Project Designer 1		\$140
Intern		\$90
Senior Virtual Design Coordinator 2		\$145
Senior Virtual Design Coordinator 1		\$135
Virtual Design Coordinator 2		\$130
Virtual Design Coordinator 1		\$115

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8.5 x 11")	\$ /each
Copies (8.5 x 14")	\$ /each
Redline copies	\$ /S.F.
Reproducible Materials	\$ /page
Other – <i>please specify</i>	
<ul style="list-style-type: none"> • Postage and delivery charges • Travel Expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car, fuel, and other out of pocket travel related expenses • Meals and lodging, when required to travel overnight • Project-specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions • Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone when not provided to IMEG by the Architect • Reproduction and distribution costs associated with issuing contract documents • Payment of plan review fees or other imposed governmental agency fees • State filing and/or permit fees • Necessary consultants as approved by Client 	

ATTACHMENT 1

Key Personnel, Billing Rates & Reimbursable Expenses

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Please reference Section 3. C. for guidelines on pricing and billing rates

Proposer Name: Terracon Consultants, Inc.

PERSONNEL		
CLASSIFICATION	RESPONSIBILITY	BILLING RATE PER HOUR
Principal	Provide senior-level technical & quality oversight (geotechnical), provide engineering recommendations	\$255
Project Manager	Manage geotechnical scope of work, budget, schedule and communication	\$185
Project Landscape Architect	n/a	
Staff Landscape Architect	n/a	
Executive/Manager	n/a	
Licensed Professional	n/a	
Designer	n/a	
Engineer	Provide engineering recommendations	\$195
Surveyor/GPS Tech	n/a	
CAD Drafter	Provide geotechnical GIS drafting support	\$120
Administrative Support	Provide invoicing and other administrative support as-needed	\$105
Other – <i>please specify</i>		
Senior Project Engineer	Provide senior-level project management	\$210
Staff Engineer	Provide field and project support as-needed	\$155
Field Engineer	Provide field support as-needed	\$125
Engineering Technician	Provide field support as-needed	\$110

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8.5 x 11")	\$ 0 /each
Copies (8.5 x 14")	\$ 0 /each
Redline copies	\$ 0 /S.F.
Reproducible Materials	\$ 0 /page
Other – <i>please specify</i>	

ATTACHMENT 1

Key Personnel, Billing Rates & Reimbursable Expenses

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 The consultant may modify this page and continue on additional pages as needed, to conform to the services being offered.

Please reference Section 3. C. for guidelines on pricing and billing rates

Consultant Name: Elevation Consulting Group, Ltd.

PERSONNEL		
CLASSIFICATION	RESPONSIBILITY	BILLING RATE PER HOUR
Principal	Oversight / Quality Assurance	\$225
Senior Project Manager	Project Management / Quality Assurance	\$200
Project Manager	Project Management / Design / Coordination	\$175
Senior Project Engineer	Engineering Design / Coordination	\$150
Project Engineer	Engineering Design / Coordination	\$125
Design Engineer	Engineering Design	\$110
CAD Technician	Drafting / Plan Production	\$105
Administrative Support	Administrative Support	\$95

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8.5 x 11")	\$ 0.25/each
Copies (8.5 x 14")	\$ 0.75/each
Redline copies	\$ 3.00/S.F.
Reproducible Materials	\$ 18.00/page
Other – <i>please specify</i>	

ATTACHMENT 1

Key Personnel, Billing Rates & Reimbursable Expenses

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Please reference Section 3. C. for guidelines on pricing and billing rates

Proposer Name: Yeh and Associates, Inc.

PERSONNEL		
CLASSIFICATION	RESPONSILITY	BILLING RATE PER HOUR
Principal	Ensure project receives all needed support. Review Schedule, budget	\$260.00
Senior Project Manager	Responsible for day-to-day management of large projects	\$250.00
Senior Project Specialist	Performs specialized engineering/geological investigations	\$235.00
Project Manager	Responsible for day-to-day management of limited scope projects	\$225.00
Senior Project Engineer /Geologist	Performs engineering/geological investigations	\$195.00
Project Engineer / Geologist	Performs investigations, prepares reports	\$170.00
Staff Engineer / Geologist	Performs calculations, sketches, checks drawings supplied by others	\$155.00
Engineer / Geologist Intern	Performs calcs, sketches, and works with the supervision of an engineer	\$95.00
Resident Construction Engineer	Manage, schedule, and deliver construction projects, Licensed	\$240.00
Construction Manager	Management of limited scope projects, non-Licensed	\$220.00
Construction Observer 3	Inspects construction, submits daily field reports	\$175.00
Construction Observer 2	Provide Construction Inspection services, written field reports	\$160.00
Construction Observer 1	Provide Construction Inspection services, written field reports	\$145.00
Technician Leader/Supervisor	Provides quality control for field project documentation	\$185.00
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing	\$165.00
Technician 3	Samples and tests asphalt, concrete, aggregate, and soils, Certified	\$140.00
Technician 2	Samples and tests asphalt, concrete, aggregate, and soils, Certified	\$125.00
Technician 1	Samples and tests asphalt, concrete, aggregate, and soils, Certified	\$115.00
CAD Designer	Prepares conceptual study graphics and CAD designs	\$175.00
CAD Technician	Assists in preparing CAD designs	\$115.00
Project Controller	Monthly B2G audit reporting, prompt payment, MWBE compliance	\$185.00

PERSONNEL		
CLASSIFICATION	RESPONSIBILITY	BILLING RATE PER HOUR
Administrative Assistant	Contract Coordination, Invoicing, audit reporting	\$115.00

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8 1/2 x 11")	\$0.00 / each
Copies (8 1/2 x 14")	\$0.00 / each
Red-line copies	\$0.00 / S.F.
Reproducibles	\$0.00 / page
Mileage outside the Denver Metro area	\$ current IRS mileage rate
Outside Materials / Services / Supplies	Cost + 10%
Subconsultants / Vendors	Cost + 10%

ATTACHMENT 1

Key Personnel, Billing Rates & Reimbursable Expenses

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Please reference Section 3. C. for guidelines on pricing and billing rates

Proposer Name: Currie Consulting Group, LLC (sub)

PERSONNEL		
CLASSIFICATION	RESPONSILITY	BILLING RATE PER HOUR
Community Outreach		
Principal-in-Charge (PIC)	Primary client and project contact develops engagement plan, strategy, approach, timeline, budget. Ensures CCG materials and services are high quality and responsive to client needs	\$225.00
Senior Consultant -1	Project contact, implements project plan, responsible for tracking (on-time and on-budget) delivery of program components, oversees engagement activities and development of project reports with PIC.	\$200.00
Senior Consultant -2	Supports implementation of engagement activities, leads interactive and social media components of plan, coordinates engagement activities, and on-site support in coordination with Admin Support.	\$195.00
Communications/Graphic Design	Develops branding and communication materials for all communication channels (social media, project websites, e-newsletters, etc.) and project events (community engagement boards, hand-outs, yard signs, flyers, etc.)	\$185.00
Digital Marketing & Communications Consultant	Develops social media content strategies and digital campaigns using clear messaging and appealing visuals.	\$175.00
Logistics Consultant	Responsible for coordination of all engagement activities to ensure projects benefit from a well-planned, coordinated and executed community engagement process.	\$170.00

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8.5 x 11")	\$ /each
Copies (8.5 x 14")	\$ /each
Redline copies	\$ /S.F.
Reproducible Materials	\$ /page
Other – <i>please specify</i>	

**All printing will be the responsibilities of others.*

ATTACHMENT 1

Key Personnel, Billing Rates & Reimbursable Expenses

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Proposer Name: Katherine Archuleta

PERSONNEL		
CLASSIFICATION	RESPONSILITY	BILLING RATE PER HOUR
Katherine Archuleta		\$ \$175

REIMBURSABLE EXPENSES	
ITEM	CHARGE RATE
Copies (8.5 x 11")	\$ /each
Copies (8.5 x 14")	\$ /each
Redline copies	\$ /S.F.
Reproducible Materials	\$ /page
Other – <i>please specify</i>	

*all printing will be the responsibilities of others



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2026

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: IMA Certificate Team</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificates@imacorp.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td style="text-align: right;">NAIC # 20443</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance</td> <td style="text-align: right;">26247</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Company of Illinois</td> <td style="text-align: right;">27855</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: IMA Certificate Team		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS: certificates@imacorp.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Continental Casualty Company	NAIC # 20443	INSURER B: American Guarantee and Liability Insurance	26247	INSURER C: Zurich American Insurance Company of Illinois	27855	INSURER D:		INSURER E:		INSURER F:	
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INSURED Norris Design, Inc.; Norris Design AZ, LLC; Norris D Texas, LLC 1101 Bannock Street Denver, CO 80204																					

COVERAGES **CERTIFICATE NUMBER: 1003144191** **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														
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPO429922500	11/5/2025	11/5/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPO429922500	11/5/2025	11/5/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC429922600	11/5/2025	11/5/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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		
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A	Architects & Engineers Professional Liability			LAH591923889	11/5/2025	11/5/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Per Claim Aggregate Deductible</td> <td style="text-align: right;">\$2,000,000 \$4,000,000 \$25,000</td> </tr> </table>	Per Claim Aggregate Deductible	\$2,000,000 \$4,000,000 \$25,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: LOCATION/PROJECT: On-Call Landscape Architecture Design and Related Services - #202581831.
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for General Liability and Automobile Liability

CERTIFICATE HOLDER City and County of Denver Parks and Recreation 201 W. Colfax Avenue, Dept. 602 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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ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO-4299225-00	11/5/2025	11/5/2026	11/5/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Norris Design, Inc.

Address (including ZIP Code): 1101 Bannock Street, Denver CO 80204

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
CPO-4299225-00	11/5/2025	11/5/2026	11/5/2025		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. CPO-4299225-00	Effective Date: 11/5/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
 - 1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 - 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 - 3. Must be in an electronic format that is acceptable to us; and
 - 4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.** **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - 1. Extend the Coverage Part cancellation date;
 - 2. Negate the cancellation; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Designated Project General Aggregate Limit (Erodes All Designated Projects Total General Aggregate Limit)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.	Effective Date:
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This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

"Designated Projects": Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided

All Designated Projects Total General Aggregate Limit: \$10,000,000

(*If no amount is shown for the All-Designated Projects Total General Aggregate Limit, \$4,000,000 applies.)

A. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single "designated project":

1. A separate Designated Project General Aggregate Limit applies to each "designated project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. The following is added to Section III – **Limits Of Insurance**:

The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C**,

which:

- (1) Can be attributed only to operations at any of the single "designated projects"; and
- (2) Applies towards any Designated Project General Aggregate Limit as indicated in Paragraph **A.1.** of this endorsement.

Such payments shall not reduce the General Aggregate Limit shown in the Declarations.

4. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Project General Aggregate Limit for that "designated project". Such payments shall also reduce the All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

However, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other "designated project".

5. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the:

- a. Applicable Designated Project General Aggregate Limit; and
- b. All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

6. Paragraph 5. of Section **III – Limits Of Insurance** is replaced by the following:

5. Subject to:

- a. The applicable Designated Project General Aggregate Limit as indicated in Paragraph **A.1.** of this endorsement; and

- b. The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement, the Each Occurrence Limit is the most we will pay for the sum of:

(1) Damages under Coverage **A**; and

(2) Medical expenses under Coverage **C**,

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- B. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which cannot be attributed only to operations at a single "designated project":

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce:

- a. Any Designated Project General Aggregate Limit; or

- b. The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the:

1. General Aggregate Limit;

2. Designated Project General Aggregate Limit; or

3. All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

- D. Solely with respect to this endorsement, the following definition is added to the **Definitions** Section:

"Designated project" means:

Each Project described in the Schedule of this endorsement, including operations on and off the project site or location that are necessary or incidental to such Project as described in contract documents. "Designated project" includes the work site(s) associated with such Project and any offsite staging areas, as long as such offsite staging areas are dedicated solely to such Project. Also included are those areas immediately adjacent to such Project, including boundaries of local streets or public easements.

- E.** Solely with respect to this endorsement, Paragraph **1.** of Section **III – Limits Of Insurance** is replaced by the following:
- 1.** The Limits of Insurance shown in the Declarations, the All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- F.** The provisions of Section **III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Designated Location General Aggregate Limit (Erodes All Designated Locations Total General Aggregate Limit)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO-4299225-00

Effective Date: 11/5/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

All Designated Locations Total General Aggregate Limit: \$10,000,000

(*If no amount is shown for the All-Designated Locations Total General Aggregate Limit, \$4,000,000 applies.)

A. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single "designated location":

1. A separate Designated Location General Aggregate Limit applies to each "designated location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. The following is added to Section III – **Limits Of Insurance**:

The All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C**,

which:

- (1) Can be attributed only to operations at any of the single "designated locations"; and
- (2) Applies towards any Designated Location General Aggregate Limit as indicated in Paragraph **A.1.** of this endorsement.

Such payments shall not reduce the General Aggregate Limit shown in the Declarations.

4. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that "designated location". Such payments shall also reduce the All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.

However, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other "designated location".

5. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the:

- a. Applicable Designated Location General Aggregate Limit; and
- b. All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.

6. Paragraph **5.** of Section **III – Limits Of Insurance** is replaced by the following:

5. Subject to:

- a. The applicable Designated Location General Aggregate Limit as indicated in Paragraph **A.1.** of this endorsement; and

- b. The All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement, the Each Occurrence Limit is the most we will pay for the sum of:

(1) Damages under Coverage **A**; and

(2) Medical expenses under Coverage **C**,

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- B. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which cannot be attributed only to operations at a single "designated location":

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce:

- a. Any Designated Location General Aggregate Limit; or

- b. The All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the:

1. General Aggregate Limit;

2. Designated Location General Aggregate Limit; or

3. All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement.

- D. Solely with respect to this endorsement, the following definition is added to the **Definitions** Section:

"Designated Location" means:

Each Location described in the Schedule of this endorsement, including premises you own or rent or premises that are temporarily occupied by you. Unless otherwise indicated in such schedule, a "designated location" involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, will be deemed to be a single "designated location".

- E.** Solely with respect to this endorsement, Paragraph **1.** of Section **III – Limits Of Insurance** is replaced by the following:
- 1.** The Limits of Insurance shown in the Declarations, the All Designated Locations Total General Aggregate Limit shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- F.** The provisions of Section **III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Norris Desgin, Inc.

Coverage Extension Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO-4299225-00

Effective Date: 11/5/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Norris Design, Inc.
Effective Dates: 11/5/25-11/5/26
Policy #CPO-4299225-00
Zurich American Insurance Company

COMMERCIAL AUTO
CA 04 43 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

Norris Design, Inc.



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO-4299225-00

Effective Date: 11/5/2025

This endorsement modifies insurance provided under the:

- Auto Dealers Coverage Form**
- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/05/2025 Policy No. WC 4299226 - 00

Insured NORRIS DESIGN INC

Insurance Company Zurich American Insurance Company of Illinois

Countersigned by _____