

ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT

[LA ALMA LINCOLN PARK Project - Contract Number 202577826-00]

THIS ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT (the “Agreement”) is made and entered, effective as of the date set forth on the City’s signature page below (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **LIVABLE CITIES STUDIO, INC.**, (the “Design Consultant” or Consultant”), a Colorado corporation, whose address is 3827 N. Lafayette St., Suite 135, Denver, CO 80205 (the Design Consultant and the City are sometimes referred to herein collectively as the “Parties” or each individually as a “Party”).

RECITALS:

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), seeks “readily available” professional architectural and engineering design services and related technical services to support the La Alma Lincoln Park Project at 1265 Mariposa Street, Denver, CO 80204 (the “Project”).

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

3. In response to the City’s Request for Qualifications, dated July 1, 2024 (the “RFQ”), the Design Consultant has provided a responsive submittal, dated August 7, 2024 (the “Submittal”) for such services to the City. The Design Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

SECTION 1 – ENGAGEMENT

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

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

1.03 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his or her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director’s

approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

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

1.05 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code ("DRMC").

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each element of the Project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the State or the Federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that element of the Project.

- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Transportation and Infrastructure. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the Project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the Project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

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

such equipment. The initial Project Construction Cost has been provided to the Design Consultant.

- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

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

2.05 Personnel Assignments.

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

practicable and to the extent that such services maximize the quality of work performed hereunder.

- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on any aspect of the Project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific element of the Project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.

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

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

2.08 Additional Services.

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

upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

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

2.09 Surveying and Testing.

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of the Project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) 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.
- (c) 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 and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Liability Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately

protect the interests of the City and third parties from the acts and omissions of the testing entity.

- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the Project.
- (f) 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 the Project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on the Project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

2.10 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 to MWBE participation for this Agreement is Fifty five percent (55%) as stipulated in the Division of Small Opportunity’s (“DSBO”) Commitment to MWBE Participation Form submitted by the Consultant.
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:
 - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
 - (3) If amendments or 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 or contract modification shall be promptly submitted to DSBO for notification purposes.

- (4) Those amendments or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's/subconsultant's invoice.
- (6) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Fee for Basic Services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **ONE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND FIFTY-NINE DOLLARS AND ZERO CENTS (\$1,186,059.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **TWENTY-FOUR THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND ZERO CENTS (\$24,281.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ONE HUNDRED TWENTY-ONE THOUSAND THIRTY-FOUR DOLLARS AND ZERO CENTS (\$121,034.00)**.

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

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND ZERO CENTS (\$1,331,374.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement runs from the Effective Date of this Agreement for a period of two (2) years or until the Maximum Contract Amount specified is expended, whichever is sooner; or unless this Agreement is terminated earlier as provided in this

Agreement; or unless this Agreement is extended as provide in a sperate amendment to this Agreement.

4.02 Termination.

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

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

- (a) The City shall provide available information regarding its requirements for the Project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or

requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the Project.

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

5.02 Ownership of Documents.

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

5.03 Taxes and Licenses. The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement.

The Design Consultant shall furnish the Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

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

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

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

5.07 Insurance.

- (a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado

and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) **Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required), Consultant and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Consultant’s insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of

insurance for all such subcontractors and subconsultants upon request by the City.

- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

5.08 Defense and Indemnification.

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

such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

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

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

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

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

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

5.11 When Rights and Remedies Not Waived. In no event shall any payment or other actions by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Design Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of 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 applicable federal law, the laws of the State of Colorado, the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to

the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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 City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- (b) The 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 is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Design Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

5.17 Proprietary or Confidential Information.

- (a) **City Information:** The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary

or confidential data. “Proprietary Data” shall mean geographic materials or Geographic Information Systems (“GIS”) data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked “Proprietary” or “Confidential” and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

5.18 Use, Possession or Sale of Alcohol or Drugs. The Design Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and its 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 contract personnel being barred from City facilities and from participating in City operations.

5.19 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)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

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

5.21 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.”

5.22 Advertising and Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Director 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.

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

5.24 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, Department of
Transportation and Infrastructure or Designee
201 W. Colfax Avenue, Suite 608
Denver, Colorado 80202

With a copy of any such notice
to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

to the Design Consultant: Livable Cities Studio, Inc.
3827 N., Lafayette St., Suite 135
Denver, CO 80205

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

5.25 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, invalid, unenforceable 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.

5.26 Agreement as Complete Integration-Amendments. This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion or other modification has any force or effect, unless embodied herein in writing. No oral representation by any officer or employee of

the City at variance with the terms of the Agreement or at variance with any written amendment to the Agreement will have any force or effect or bind the City. 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.

5.27 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 under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

5.29 No Authority to Bind City to Contracts. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

5.31 Colorado Open Records Act. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. ("CORA"). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Consultant of such request to give the Consultant the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Consultant objects to disclosure of any of its material, the Consultant shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Consultant agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Consultant further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs.

5.32 Use, Possession or Sale of Alcohol or Drugs: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with

implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

5.33 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.

5.34 No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

5.36 City Execution of Agreement. This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Contract Control Number: DOTI-202577826-00
Contractor Name: Livable Cities Studio, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202577826-00
Livable Cities Studio, Inc.

By: Signed by:
Meredith Wenskoski
F675B67BB33040D...

Name: Meredith wenskoski
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – KEY PERSONNEL/RATES

EXHIBIT C – ACORD CERTIFICATE OF INSURANCE

EXHIBIT A – SCOPE OF WORK

December 2, 2024

Rev. 2 - 2/4/2025

Marc Daniels PE

City and County of Denver

Dept. of Transportation & Infrastructure

Marc.Daniels@denvergov.org

Re: Landscape Architecture Services
La Alma Lincoln Park
Final Design, Bid and Construction Period Services

Dear Marc,

Thank you again for the opportunity to submit our updated proposal for the final design, documentation and construction observation for La Alma Lincoln Park. We understand this work will be done in partnership between DOTI and DPR and as was done in previous phases, in close collaboration with the community.

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

In addition, Livable Cities will be supported by:

- Aschermann Engineering will be providing civil engineering.
- Studiotrope will provide architectural services.
- Form + Works will provide architectural design for the park's historic features.
- Pinyon Environmental will provide environmental services – NEPA and Hazardous Materials .
- Thorton Tomasetti will provide structural engineering.
- BCER will provide site lighting and electrical.
- Matrix Design Group will provide ecological design services.
- Jensen Hughes will provide ADA review services.
- Service First Permits will provide permit expediting support.
- HydroSystems KDI will provide irrigation design.
- StudioSiembra, will be the bilingual facilitator and support community engagement.
- Kumar will support the team with geotechnical services.

- Sav-A-Tree will provide the existing tree inventory and assessment.

Per discussions with DOTI and DPR around the project schedule, site inventory, survey, SUE and title research as well as community connectors and establishment will be contracted directly through DPR under Livable Cities Studio current on call contract. This contract mechanism will allow for an earlier start to these efforts.

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

Sincerely,



Meredith Wenskoski
Principal



Will Viitanen
Associate Principal

SCOPE SUMMARY SHEET

The scope of work herein includes the following services:

Fee for Basic Services : \$1,186,059.00

Reimbursable Expenses : \$24,281.00

Includes:

- Printing, materials and supplies for all engagement activities; meetings, workshops, focus groups etc.
- Travel (airfare, hotel, transportation, food and beverage)
- Denver Water Irrigation Review Fee
- City and County of Denver Review and Permit Fees for: Building Permit, SUDP (Application and Review, if applicable), CASDP (Application and Review, if applicable)
- Soil Sampling and Laboratory testing
- In-Field- geotechnical Investigation

Total Amount Basic Services and Expenses: \$1,210,340.00

10% Additional Services Contingency: \$121,034.00

Total Fee and Expenses Incl. Contingency: \$1,331,374.00

SCOPE OF SERVICES

Project Background / Overview

As one of the oldest parks in Denver, La Alma-Lincoln Park has a long history; originally the homestead of Colorado's fourth governor, the estate was sold to the City in 1885 and has been a public park since. The historic 15.4-acre park is also situated in the city's oldest residential neighborhood and is a significant part of how many neighborhood residents, past and present, define home. The neighborhood, now a Historic Cultural District (2021), played a significant role in El Movimiento, the movement for Chicano/a rights.

While the park boasts an impressive tree canopy and holds many significant neighborhood memories for the community, the conditions of the existing features at the park are severely deteriorated and the available programming is not meeting current recreational desires. Additionally, the park has been vulnerable to the impacts of larger citywide socio-economic issues, resulting in significant safety issues and a declined sense of comfort in the park.

A Vision Plan was completed for the park in 2023 through an extensive community-driven process. The engagement process intentionally focused on hearing from both existing and displaced residents of the La Alma-Lincoln Park neighborhood and focused a concerted effort on hearing from young children, youth, and senior residents. Compensated residents ("Community Connectors") were hired to help build trust and participation from the community, all in total, the planning process included 12 community focus groups, three public meetings, one-on-one conversations conducted by the Community Connectors, and three surveys, representing over 2,500 points of engagement.

Project Scope

The 15.4 acre project's study area includes the entire park with exception for the existing pool, recreation center and neighborhood house and grounds. The study area boundary is assumed to be the back of sidewalk on all sides of the park parcel. Minor sidewalk and curb ramp improvements may be required to ensure accessibility and are included under the ROW Sidewalk Improvements Task. Existing trees and vegetation are abundant, and careful measures will need to be taken during design and in construction to minimize impact on the existing canopy.

Park improvements to be included in the design are as follows:

- Cultural walking loop that links together core site programs, features and the recreation center.
- Interpretive elements, signage and environmental graphics associated with the cultural loop.
 - Interpretive content to be developed and confirmed through the cultural story advisory committee.
- Improved accessible park circulation and pathways.
- Mariposa promenade and (1) shade structure.
 - Shade structure assumed open-air, with potential electrical and lighting incorporated.
- Community hub gathering area and (1) shade structure.
 - Shade structure assumed open-air, with potential electrical and lighting incorporated
- Enhanced rec center and pool entry circulation and landscape.
- Removal of existing tennis courts and addition of new tennis courts in new location.
- Restoration of amphitheater and improvements to accessibility to and within the space.
- New event plaza adjacent to the amphitheater.
- Minor restoration / improvements to the historic site wall along N. Osage St.
- Removal of existing half basketball court and addition of new basketball and multi-sport court(s).
- Removal of parking from w 11th Ave including stalls, drive aisle and curb cuts. New staff parking for the recreation center with new vehicular access from N. Osage St.
- Expanded and enhanced playground.
 - Extent of reuse of existing play equipment, elements etc. to be determined early in design.
 - Playground assumed to include traditional and non-traditional play elements, custom tower(s) and other play features from various manufacturers. Custom play equipment is assumed to be developed with selected play manufacturer(s) during design process.
- Expanded skate park area.
 - Extent of reuse of existing skate park elements etc. to be determined early in design.
- New wavy track.
- New seating areas and other site furnishings incorporated throughout.
- New skate plaza and roller loop.

- New picnic groves with seating and gathering areas.
- New integrated water quality areas as required for site development.
- New of pollinator and habitat gardens.
- Minor rework is also assumed for the following elements:
 - Existing baseball field.
 - Existing pool fence.
 - Neighborhood house fence.
- Electrical / lighting improvements:
 - Site lighting design to be provided for the park.
 - Some portion of pedestrian lighting for the park is assumed to follow the Xcel Rate Base approach for a portion of the site lighting.
 - The following lighting design components are to be provided by BCER for Xcel lighting:
 - Lighting Design – Luminaire selection from Xcel Catalog
 - Lighting Design – layout and spacing, coordination with other disciplines in initial design phase
 - Lighting Design – proposed below grade pathways coordinated with other disciplines in initial design phase
 - Lighting Design – Transformer Location (Approx)
 - The following lighting design components are to be provided by XCEL for the Xcel lighting:
 - Lighting Design – Lighting Controls
 - Lighting Design – Foundation details
 - Final Below grade design – 120V/240V lighting circuit routing
 - Below grade design – electric utility primary routing
 - Electrical utility primary routing overhead
 - Electrical utility overhead support pole locations
 - Conduit Sizing
 - Voltage Drop Calculations
 - Wire Sizing
 - Transformer sizing selection
 - Special Provisions for Section 613 or relevant construction specifications

- If park site lighting is desired to be designed and procured separate from the Xcel Rate Base approach, BCER will provide lighting and electrical design services per Task 9.
 - Architectural lighting and electrical assumed for the mariposa and community hub structures.
 - AV and architectural lighting are assumed for the amphitheater and adjacent event plaza.
- Irrigation system improvements:
 - Adjusted and/or new irrigation in proposed improvement areas.
 - Existing pump system modifications and/or new pump system design if warranted by design.
- Drainage design and storm system:
 - Design of proposed drainage improvements, including storm sewers, playground drainage, inlets, manholes, sidewalk chases, concrete pans, water quality features, grass buffers, and grass swales. Drainage design calculations will utilize the Mile High Flood District's (MHFD's) Stormwater Control Measure (SCM) design workbook.
- Utility work:
 - Utility work assumed limited to a potential new water service line.
 - Line is not anticipated to be larger than 3" and therefore a full Denver Water submittal not assumed.
 - It is assumed that no sanitary service lines are required.

Establishment of "base bid" and "add alternates" may be required depending on project pricing and delivery.

Project Budget and Schedule

The budgetary cost estimate for construction approximately \$14 million.

DPR is has been granted initial award of federal grant funding for construction through the Outdoor Recreation Legacy Partnership grants program (ORLP), which was created to aid park improvements in disadvantaged, urban communities. The program is funded through the Land and Water Conservation Fund (LWCF), under the National Park Service. The City will lead grant compliance and deliverables with support from the consultant team for specific exhibits and material

La Alma Lincoln Park – Final Design, Bid and Construction Period Services

as developed through the design process. Pre-Award submittal requirements for the grant dictate NEPA and Section 106 clearance by August 2025. Per discussion with the City we understand that the cultural resource inventory and Section 106 process will be completed independently from this scope of work by Colorado Parks and Wildlife. Categorical Exclusion for Section 106 is assumed to be the outcome from this independent effort and the following scope of services has been developed based off of this assumption.

Based on the grant schedule, the preferred procurement method for the project is CMGC. If this approach is approved, a general contractor will be hired by the City for CMGC services during design, likely before delivery of the 60% design package. Final determination of selection process for the CMGC and the timing with which the GC will be brought onto the team will be determined by the City in Q1 2025. The project is assumed to be delivered through GMP procurement method with a GMP assumed to be the 90% submittal for the project. The Project will be completed with a single integrated design and construction package.

If CMGC procurement is not approved, the project will be procured through Hard Bid, with Bid Documents serving as the basis for the contract.

The basic schedule assumes services for Task 1 through Task 5 will be completed within a 12-month timeframe, and the services for Task 6 will be completed within a 12-month timeframe following the design efforts. A project schedule has been included as **Attachment 2** for reference.

The basic scope of work to be performed in connection with this agreement is as follows:

Task 1 | Project Management

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

LCS shall provide the following:

- Develop an agenda for and lead meetings including but not limited to an on-site kickoff meeting, project management team meetings, and stakeholder meetings.
- Create meeting notes of meetings and provide copies to attendees within three (3) business days.
- Develop a project schedule that includes key milestones, deliverables, and update the schedule as necessary throughout the entirety of the project.
- Schedule recurring project management team meetings with DOTI and the DPR Project Manager (PM) for project check-ins and design direction.
 - Seventy-five (75) weekly meetings with DPR / DoTI staff are assumed
- Prepare monthly project invoicing and status reports.
 - Project will use MasterWorks software for the duration of the project.
- DSBO compliance for delivery of professional services as described herein.
- Prepare and maintain project risk register
- Prepare and maintain decision matrix
- Prepare and maintain project's BABBA and Vendor tracker
- Prepare for and lead eight (8) DOTI and DPR Worksessions (in person or virtual)
- Conduct internal consultant team meetings and manage consultant team coordination. (Note: Fees for this effort have been included within specific design tasks.)

Task 1 Deliverables

- *Meeting Agendas*
- *Meeting Minutes*
- *Project Schedule*
- *Monthly invoices and progress reports*
- *Risk Register*
- *Decision Matrix*
- *BABBA Tracker*

Task 2 | Site Survey and Analysis

The Consultant shall obtain all necessary surveys, tests, and reports to properly design and administer the construction of the project and shall be responsible for the accuracy, adequacy, and content of such tests and reports. Site topographic survey and SUE will be provided by others, under separate contract.

Based on preliminary review of the site's historical and cultural resources, our team believes the project will qualify as a Categorical Exclusion under NPS criteria. Section 106 compliance for the project will be provided by others. The approach as described herein is predicated around the independent Section 106 consultation concluding that there are no adverse effects to historic properties and meeting this Categorical Exclusion criteria. If the consultation reaches a different conclusion, project scope and fee will need to be revisited.

Tree ID numbers are available online from DPR Forestry through the Tree Keeper program.

The following reports will be provided for the project:

- Geotechnical Report
- Hazardous Material Review
- National Environmental Policy Act (NEPA) Clearance via NPS Environmental Screening Worksheet

Separate from this scope of services, Colorado Parks and Wildlife will provide the Cultural Resource Inventory Survey and National Historic Preservation Act (NHPA) Section 106 coordination and clearance.

Geotech Report

Conditions assumed at the site are to generally consist of a few feet of pre-existing fill underlain by natural granular soils. Groundwater is anticipated to be encountered at depths ranging from 25 to 30 feet below ground surfaces. A DPR Temporary Construction and Access Permit will be required and obtained. Nine (9) exploratory borings will be drilled to depths of 15 to 20 feet within the park

renovation limits in locations confirmed by the design team. Final depths of borings will be determined in field. Samples will be taken in 5 foot intervals.

Once complete laboratory testing will be provided on the selected samples from the borings to determine, moisture content, density of relatively undisturbed samples, gradation characteristics, Atterberg limits, consolidation and/or swell potential and water-soluble sulfates.

Once analyzed engineering recommendations will be provided for foundation types, slabs, pavement design, surface drainage, site grading, excavations and other customary items. A report will be prepared summarizing the exploration data, analysis and recommendations.

Hazardous Materials

A high-level review of publicly available information will be conducted to evaluate potential environmental risks to the project, which is required by Denver's Department of Public Health and Environment (DDPHE) and will address the potential that the project could have material adverse effects on public health or safety. For this project, Pinyon will obtain an agency database report, review historical information, conduct a site visit, and review agency reports (as applicable) to evaluate the potential for presence of hazardous materials at the project. A summary report on existing conditions, including recommendations and conclusions, will be prepared. The report is not designed to be an ASTM compliant Phase I Environmental Site Assessment but will be prepared to specifically identify potential project environmental risks. We assume that significant issues will not be identified during the review of the project area, and therefore a project-specific Materials Management Plan will not be required. Further, no sampling of soil or other materials is included in this proposal; however, Pinyon can support that depending on the findings of the hazardous materials review.

NPS Environmental Screening Worksheet

Pinyon will develop an Environmental Screening Worksheet in accordance with NPS guidance to assess the project for potential effects to the environment, and to support environmental clearance under the National Environmental Policy Act (NEPA). Development of the worksheet will include (1) a desktop analysis to summarize the affected environment, (2) a site visit to verify existing conditions, and (3) coordination with NPS environmental specialists to achieve consensus on effects determinations. Given the scope of work, Pinyon anticipates that the project will qualify as a Categorical Exclusion under NPS criteria. The La Alma-Lincoln Park property itself is listed as a historic property;

Pinyon understands that a cultural resource survey and Section 106 consultation with the Colorado State Historic Preservation Office on the effects of the project is to be completed by a separate entity, outside of this scope of work. Pinyon will incorporate findings and conclusions of that consultation into the Environmental Screening Worksheet for submittal to the NPS submittal of the worksheet to NPS may be limited by the completion of Section 106 consultation, and its delay could result in delays to receiving a decision from NPS on the NEPA review. Further, submittal of the worksheet may also be contingent on a sufficient level of design, should there be undecided design elements that may constitute a difference in environmental effects.

Task 2 Deliverables

- *Geotech Report*
- *Hazardous Materials Review Report*
- *NPS Environmental Screening Worksheet*

Task 3 | Stakeholder Engagement and Public Outreach

Stakeholder engagement and public outreach for this project will be focused on progressing engagement around specific topic areas and maintaining overall public awareness and excitement that was built during the course of the Vision Plan community engagement process. The specific topic areas for engagement focus are 1) the content of the cultural history to be included in the design of the Cultural Story/Exercise Loop and 2) playground improvements.

LCS and Team will provide any materials necessary to facilitate public and stakeholder meetings. This may include (but is not limited to) presentation materials (English and Spanish), printed interactive materials, printed plans, boards, easels, stickers, markers, post-its, etc. DPR staff will be responsible for publishing news releases, providing meeting locations, and supporting advertising meetings.

LCS shall provide the following:

- Language Access Plan
 - Prepare a plan to identify how to effectively communicate with limited English proficient (LEP) individuals.

- At a minimum, primary written materials and outreach will be required to be in Spanish, as well as an interpretation option for public meetings.
- Overall Project Kick-Off and Public Communication
 - Detailed review of the community input collected during the 2022-2023 vision planning process.
 - Create an internal-facing Engagement Plan and Schedule memo to be discussed with the project management team.
 - Create a 1-page project summary with graphic and written content describing the project and timeline to be shared publicly (English and Spanish)
 - Create and print two (2) rounds of three (3) yard signs to be placed around the park to inform the public about the project status (English and Spanish)
- Focus Area 1: Cultural Loop
 - Facilitate four (4) Cultural Story Advisory Committee meetings, assumed to be two (2) in-person and two (2) virtual meetings. The same invited Committee will be expected to attend all four meetings.
 - Format of each meeting will be determined in conversation with DPR to be appropriate to the project progress; team to produce all graphic materials for meetings including presentations and methods of gathering feedback (ex. Printed boards for an in-person meeting or digital polls for virtual meeting).
 - All meetings assumed to be an hour and a half (1.5 hours) in length.
 - Provide notes from each meeting and a summary memo at the conclusion of all four meetings.
 - Community participation prizes will be provided for each committee member for each meeting they attend.
- Focus Area 2: Play
 - Organize three (3) focus group interactive workshops around new play features, focused on different age groups. DPR will lead the identification and coordination with partner organizations to create an invitation list for each focus group.
 - All three (3) focus groups will be in-person. These focus groups will be “one-off” meetings with a different list of invited attendees for each of the 3 meetings, with the goal of gathering input from different age groups.
 - Prepare all meeting materials to facilitate an age-appropriate interactive workshop (ex. Printed boards, stickers/markers/post-its, presentation slides).

- Provide notes from each meeting and a summary memo that includes feedback from all three age groups.
- All meetings assumed to be between an hour and an hour and a half (1-1.5 hours) in length.
- LCS and team will provide a Spanish language interpreter for each event.
- Overall Community Engagement
 - LCS and team shall host two (2) larger scale public engagement touch point updates. The anticipated touch points include: a) an event around the 30% design milestone to present project updates and sharing out the work of the focus areas (Cultural Loop and Play); and b) an event at the completion of the design to serve as a community celebration.
 - Meetings assumed to be in person, an hour and a half (1.5) hours in length, in an open house format with printed boards and ways to gather interactive feedback.
 - LCS and team shall provide all meeting graphics and outreach flyers. Materials to follow ADA guidelines for visual impairment accessibility and to be provided in English and Spanish.
 - LCS and team will be responsible for providing a Spanish language interpreter for each live event.
 - Organize and conduct one (1) survey to gather input associated with a public workshop milestone.
 - Create an online and print-format version of the survey (English and Spanish)
 - Provide a flyer for distributing the survey (English and Spanish)
 - Summarize collected input in a succinct summary document.
 - Conduct up to five (5) dedicated separate stakeholder interviews or topic-based conversations as need arises during the project.
 - All stakeholder conversations assumed to be an hour (1 hour) in length.

Task 3 Deliverables

- Engagement Plan and Schedule Memo
- Language Access Plan
- Meeting agendas and minutes for all community meetings
- Project summary sheet PDF (English and Spanish)
- CSAC Summary Memo

- Youth Outreach Summary Memo
- Yard signs (total six (6); two (2) designs with three (3) printed copies each) for project awareness (English and Spanish)
- Public Surveys including:
 - Digital survey (English and Spanish)
 - Print-format PDF survey (English and Spanish)
 - Promotional flyer (English and Spanish)
- Engagement Results Summary PDF that compiles all engagement findings

Task 4 | Schematic Design / 30% Construction Documentation

For the Cultural Loop and Community Hub Play Area, the Consultant shall develop two (2) Preliminary Schematic Design and a Final Design Plan based on input from the community, DPR, and other stakeholders including DPR Forestry. The remainder of the site is anticipated to be refinement of the Vision Plan.

LCS and team shall provide the following:

- Design concepts for the park and programmatic spaces based on community feedback
- Emphasis will be placed early on developing concepts around the Cultural Loop and Community Hub Play Area.
- Schematic plan for the park based off feedback on the design concepts.
- 30% Design Documents for the project
- Permit Management and Expediting Services
- Accessibility review will be provided off of the 30% Construction Documents

Task 4 Deliverables

- Design Plans
 - Rendered Preliminary Concept Plans (Digital and full-size mounted Hard Copies)
 - Rendered Final Schematic Plan (Digital and full-size mounted Hard Copy)
 - Provide all meeting graphics, plans, and flyers including text translation and an accessibility audit for online posting. All project materials will need to be ADA-accessible documents.
- 30% Submittal

- Table of Contents for Technical Specifications Book
- Preliminary Opinion of Probable Cost
- Preliminary Construction Drawings shall include, but are not limited to, the following sheets:
 - Cover sheet
 - General and project specific notes
 - Existing conditions plan(s)
 - Erosion control plan(s)
 - Tree protection plan(s)
 - Demolition plan(s)
 - Utilities plan(s)
 - Grading plan(s)
 - Site materials and layout plan(s)
 - Enlargement plan(s)
 - Section(s)
 - Parking area plan(s)
 - Floor plans and elevations for site structures.
 - Architectural plan(s) and detail(s) for the historic amphitheater
- Meeting(s) with DPR and DOTI staff after 30% review has been completed.

Task 5 | Final Design / Construction Documents (CD)

The Consultant shall develop and refine plans with submittals at various milestones. This project will proceed through DPR's internal QAQC review process and DOTI's Engineering Review (ER) process. All plans will be PDF submittals unless identified explicitly as hard copies. Consultant shall attend design/comment review meetings after each submittal with Parks and DOTI PM and select DPR staff.

LCS and team shall provide the following:

- Prepare Construction Documents.
 - CDs shall be prepared in a progressively detailed manner over the course of submittals during final design. CD's include, but are not limited to, the following sheets:
 - Cover sheet

- General and project specific notes
 - Survey / existing conditions
 - Erosion control plan(s) and detail(s)
 - Tree protection plan(s)
 - Demolition plan(s)
 - Utilities plan(s) and detail(s)
 - Grading plan(s)
 - Site plan(s)
 - Enlargement plan(s)
 - Materials plan(s)
 - Layout plan(s)
 - Site detail(s)
 - Planting plan(s) and detail(s)
 - Irrigation plan(s) and detail(s)
 - Structural plan(s) and detail(s)
 - Skate plan(s), vertical and horizontal controls, jointing, section(s), detail(s)
 - Environmental graphic / interpretive plan(s)
 - Playground plan(s) and detail(s)
 - Electrical plan(s) and detail(s)
 - Lighting plan(s) and detail(s)
 - AV plan(s) and detail(s)
 - Parking plan(s) and detail(s)
 - Architectural plan(s) and detail(s) for site structures
 - Architectural plan(s) and detail(s) for the historic amphitheater
- Cut sheets of products and equipment
 - The construction documents shall include complete drawings compliant with the City's Construction General Contract conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.
 - Design documentation to comply with all documentation needed and required for all federal, state and local permits associated to the channel design scope
 - Permit Management and Expediting Services
 - Two (2) accessibility reviews will be provided at select milestones

The following submittals are assumed:

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- 60% Submittal
 - Refined Construction Drawings
 - CASDP Plans
 - Draft Technical Specifications Book
 - Draft Opinion of Probable Cost
 - Comment Response Matrix including ER and DPR
 - ER and DPR Submittals
 - Signed Parks QAQC Form
- 90% Submittal (Potential GMP)
 - Refined Construction Drawings
 - CASDP Plans
 - Draft Technical Specifications Book
 - Draft Opinion of Probable Cost
 - Draft Bid Form and Schedule of Values
 - Comment Response Matrix including ER, DPR, CASDP, SUDP and Building Permit (If Applicable)
 - ER, DPR, Building Permit, SUDP and CASDP Submittals
 - Signed Parks QAQC Form
- 100% Submittal
 - Complete Construction Drawings
 - CASDP Plans
 - Complete Technical Specifications Book
 - Complete Opinion of Probable Cost
 - Complete Bid Form and Schedule of Values
 - Comment Response Matrix including ER, DPR, CASDP, SUDP and Building Permit (If Applicable)
 - DPR QAQC Sheet
 - Final Closeout Submittals for ER, DPR, Building Permit, SUDP and CASDP Submittals (As applicable)
 - Signed Parks QAQC Form
- Issued For Construction (IFC) Plan Submittal
 - Stamped Construction Drawings
 - Approved CASDP Plans
 - Final Technical Specifications Book
 - Final Opinion of Probable Cost

- Final Bid Form and Schedule of Values
- Comment Response Matrix including ER, DPR, CASDP, SUDP and Building Permit (If Applicable)
- Approved Parks QAQC Form

Task 5 Deliverables

- Construction Drawings and Technical Specification Book (60%, 90%, 100% / Bid Set (If Applicable), IFC).
- Comment Response Matrix (60%, 90%, 100%, Bid Set)
- Opinion of Probable Cost (60%, 90%, 100% / Bid Set)
- Bid Form (90%, 100%/Bid Set)
- Schedule of Values (90%, 100%/Bid Set)
- Signed and Approved Parks QA/QC Form

Task 6 | Bidding Assistance and Construction Observation (CO)

CMGC determination for the project should happen by Q1 2025. More than likely the project will have a CMGC brought onto the project sometime before 60% design. In that case a GMP would be assumed with 90% or 100% design. Regardless of route- the DOTI and DPR PM's will manage most of the Bidding and Construction Administration, but the Consultant shall, at a minimum, provide the following services:

LCS and team shall provide the following:

- Provide administrative services during the CMGC process, including addenda responses and clarifications to questions, as necessary.
- Review and respond to submittals, RFIs, and ASIs, as necessary.
- Attend the Pre-construction Meeting.
- Attend up to seventy-five (75) OAC Meetings
- Consult on design on-site.
- Attend Substantial Completion Walk
- Attend Final Completion Walk
- Attend One (1) Year Warranty Walk

Task 6 Deliverables

- Addenda Responses
- Submittal Review
- RFI Responses
- ASI Responses
- Change Order Reviews
- Punch List
- Final As-Built Drawings and Specifications

Task 7 | Identify, Engage and Coordinate with Youth Ambassador

The youth park ambassador will operate as a junior community connector, likely aged 10-13. Participant selection for this role may come through the community connectors, ideally finding a candidate with deep passion for and interest in the community. The primary function for the youth park ambassador will be to drum up excitement with their peers, provide a valuable perspective, and empower the local youth population.

LCS and team shall provide the following:

- LCS to coordinate training of the youth park ambassador, likely in conjunction with the community connectors.
- LCS will check in regularly with the youth park ambassador during engagement periods for the project and then at critical project milestones otherwise.
- Capture and distill input gathered through conversations and feedback from youth park ambassador for potential incorporation into final design

Task 7 Deliverables

- As this will be the first time the city and LCS have appointed a youth park ambassador for the project, LCS will provide a memo at the end of the project about the process of working with the youth park ambassador. This will include what went well, lessons learned, and opportunities for the future.

Task 8 | Project StoryMap

The project StoryMap would provide an interactive opportunity for virtual engagement. This online platform will be updated at major project milestones and provide a place for the community to learn

more about the project. The StoryMap can be a useful place to promote the survey and upcoming community events.

LCS and team shall provide the following:

- LCS to create an online StoryMap that will cover project overview, schedule, and key design concepts and programs. The Storymap will be updated two (2) times during the course of the project. LCS will provide the StoryMap to the city for review ahead of each StoryMap update.

Task 8 Deliverables

- StoryMap project website that is updated at key project milestones, up to two (2) times after initial publish.

Task 9 | Non- Xcel Park Lighting Scope

If park site lighting is desired to be designed and procured separate from the Xcel Rate Base approach, BCER will provide the following services:

LCS and team shall provide the following:

- Lighting Design –non-Xcel Catalog Luminaire selection
- Lighting Design – Lighting Controls
- Lighting Design – layout and spacing, coordination with other disciplines in initial design phase
- Lighting Design – proposed below grade pathways coordinated with other disciplines in initial design phase
- Lighting Design – Foundation details
- Lighting Design – Transformer Location (Approx)
- Final Below grade design – 120V/240V lighting circuit routing
- Below grade design – electric utility primary routing
- Electrical utility primary routing overhead
- Electrical utility overhead support pole locations
- Conduit Sizing
- Voltage Drop Calculations
- Wire Sizing
- Transformer sizing selection

- Special Provisions for Section 613 or relevant construction specifications

Task 9 Deliverables

- Lighting and Electrical design for non-Xcel Rate Base lighting for the park for incorporation into contract documents.

Task 10 | ROW Sidewalk Improvements

Sidewalk design and details to provide universal access along the park adjacent back of curb area, Right of Way along N. Mariposa, S. W 11th Ave., N. Osage St., and W 13th Ave.

LCS and team shall provide the following:

- ROW sidewalk and curb ramp improvements to maintain site accessibility as required.

Deliverables

- ROW Sidewalk plans and details for incorporation into contract documents.



FEES AND EXPENSES

The estimated fees are as follows:

Task 1 Project Management	\$143,745.00
Task 2 Site Survey and Analysis	\$43,096.00
Task 3 Stakeholder Engagement and Public Outreach	\$120,481.00
Task 4 Schematic Design / 30% Construction Documents	\$178,371.00
Task 5 Final Design / Construction Documents	\$464,213.00
Task 6 Bidding Assistance and Construction Observation(CO)	\$193,383.00
Task 7 Identify, Engage and Coordinate with Youth Ambassador	\$5,240.00
Task 8 Project StoryMap	\$7,090.00
Task 9 Non-Xcel Park Lighting Scope	\$23,000.00
Task 10 ROW Sidewalk Improvements	\$7,440.00
Subtotal	\$1,186,059.00
Reimbursable Expenses	\$24,281.00
10% Additional Service Contingency	\$121,034.00
Total Fee and Expenses incl. Contingency	\$1,331,374.00

NOTE: Detailed fee breakdown has been included as attachment 3.

Additional Service Contingency

Services in addition to those described above under Tasks 1 through Task 10 are to be compensated on a Time and Materials basis per the contract approved rate schedule. Additional services may include but are not limited to:

- Additional Public Engagement Meetings
- Changes to Scope or Schedule – Based Changes
- Unforeseen Permitting processes

- Significant Re-Design due to Value Engineering or Re-Design of previously approved work
- Extended Task 6 Construction Observation Responsibilities

Whenever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request.

Reimbursable Expenses

Reimbursable expenses will be billed at cost. Anticipated reimbursable expenses are as follows:

- Printing, materials and supplies for all engagement activities; meetings, workshops, focus groups etc.
- Travel (airfare, hotel, transportation, food and beverage)
- Denver Water Irrigation Review Fee
- City and County of Denver Review and Permit Fees for: Building Permit, SUDP (Application and Review, if applicable), CASDP (Application and Review, if applicable)
- Soil Sampling and Laboratory testing
- In-Field- geotechnical Investigation

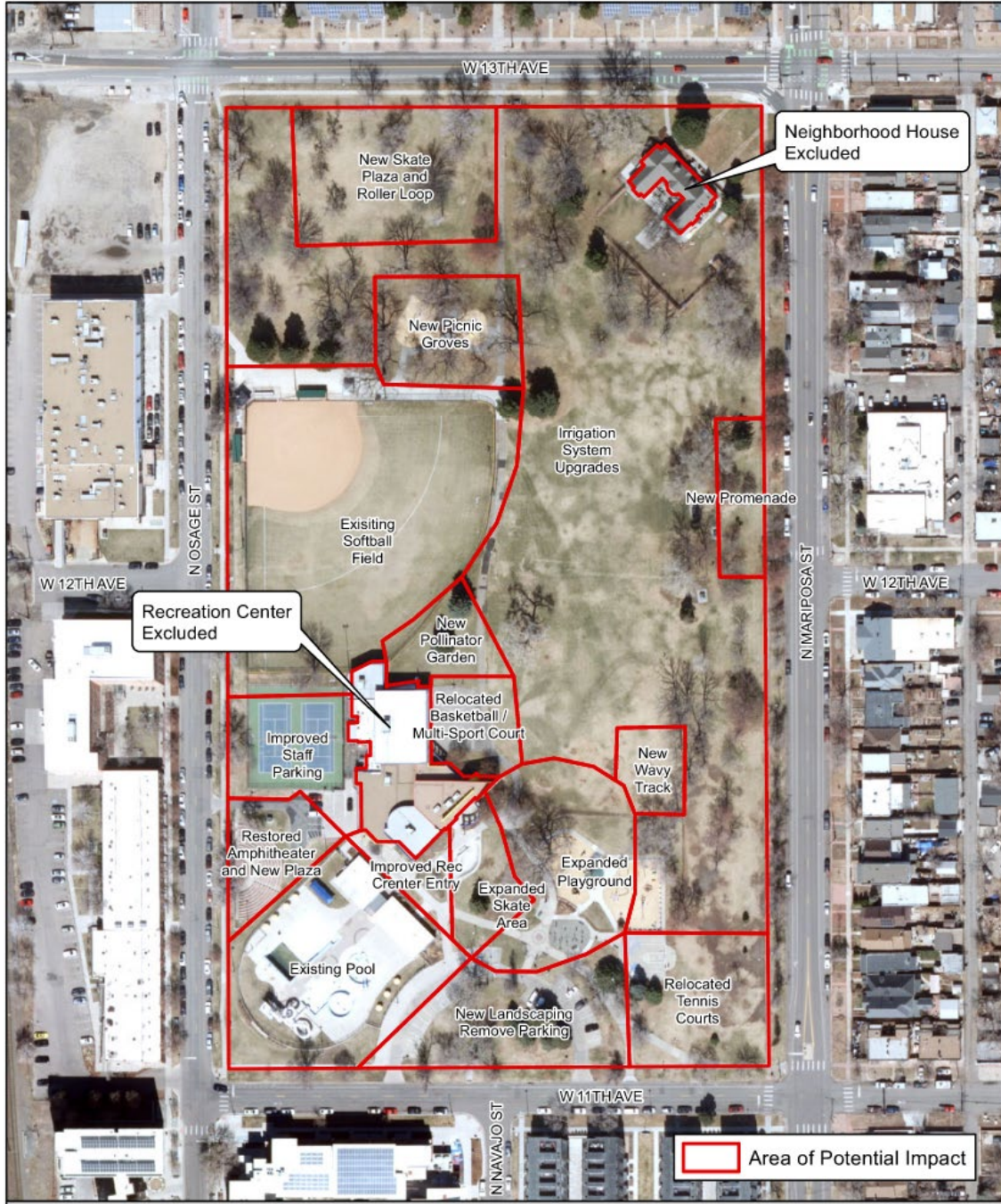
Conditions and Exclusions

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

Fees and services excluded from the base proposal:

1. Environmental Remediation
2. Improvements to the Rec Center, Rec Center Pool, Neighborhood House and/or other areas excluded from project scope area
3. Interpretation services beyond those explicitly stated
4. Coordination with the United States Army Corp of Engineers

Attachment 1

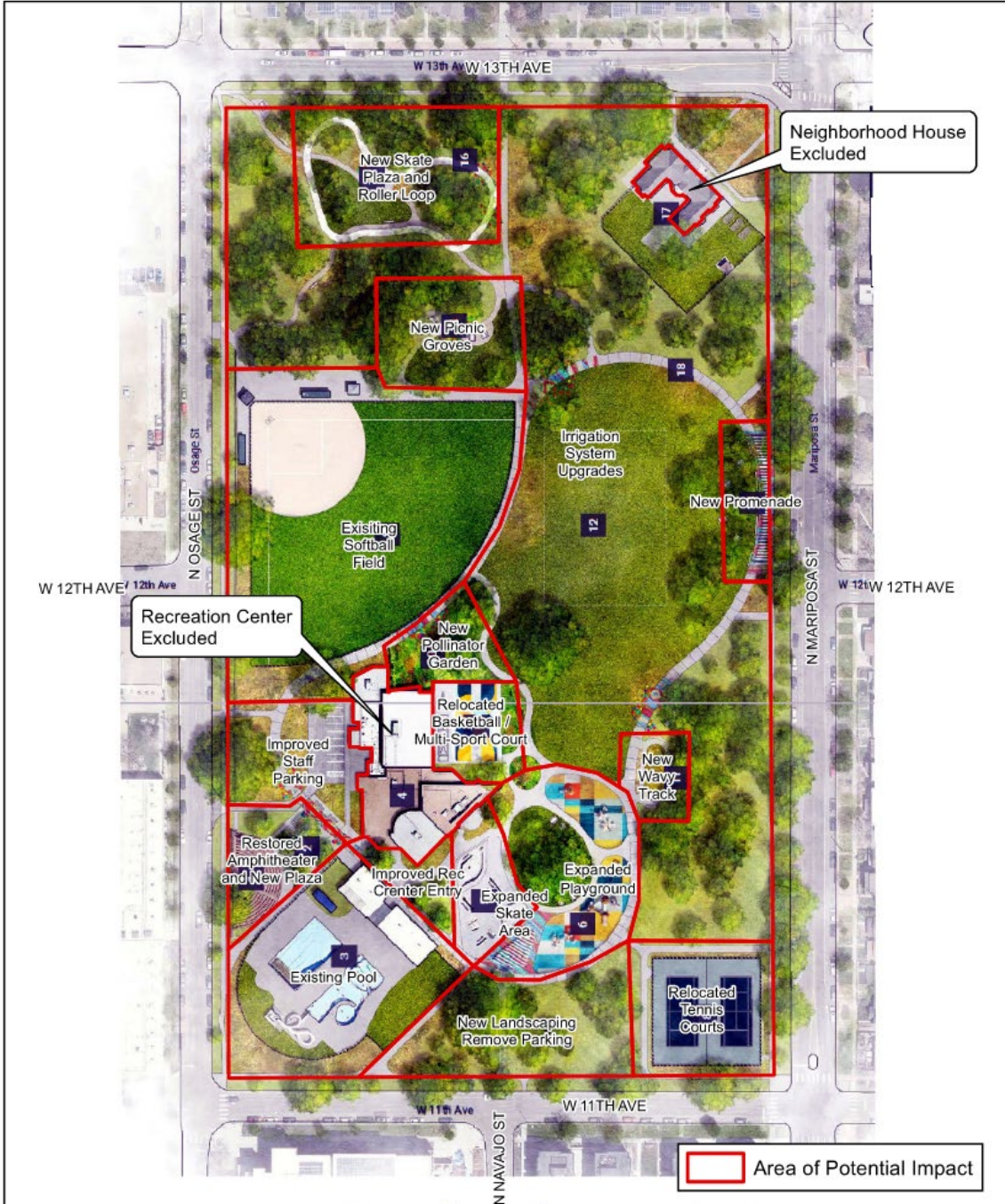


La Alma / Lincoln Park
Area of Potential Impact (APE)

0 50 100
Feet

DENVER
PARKS & RECREATION

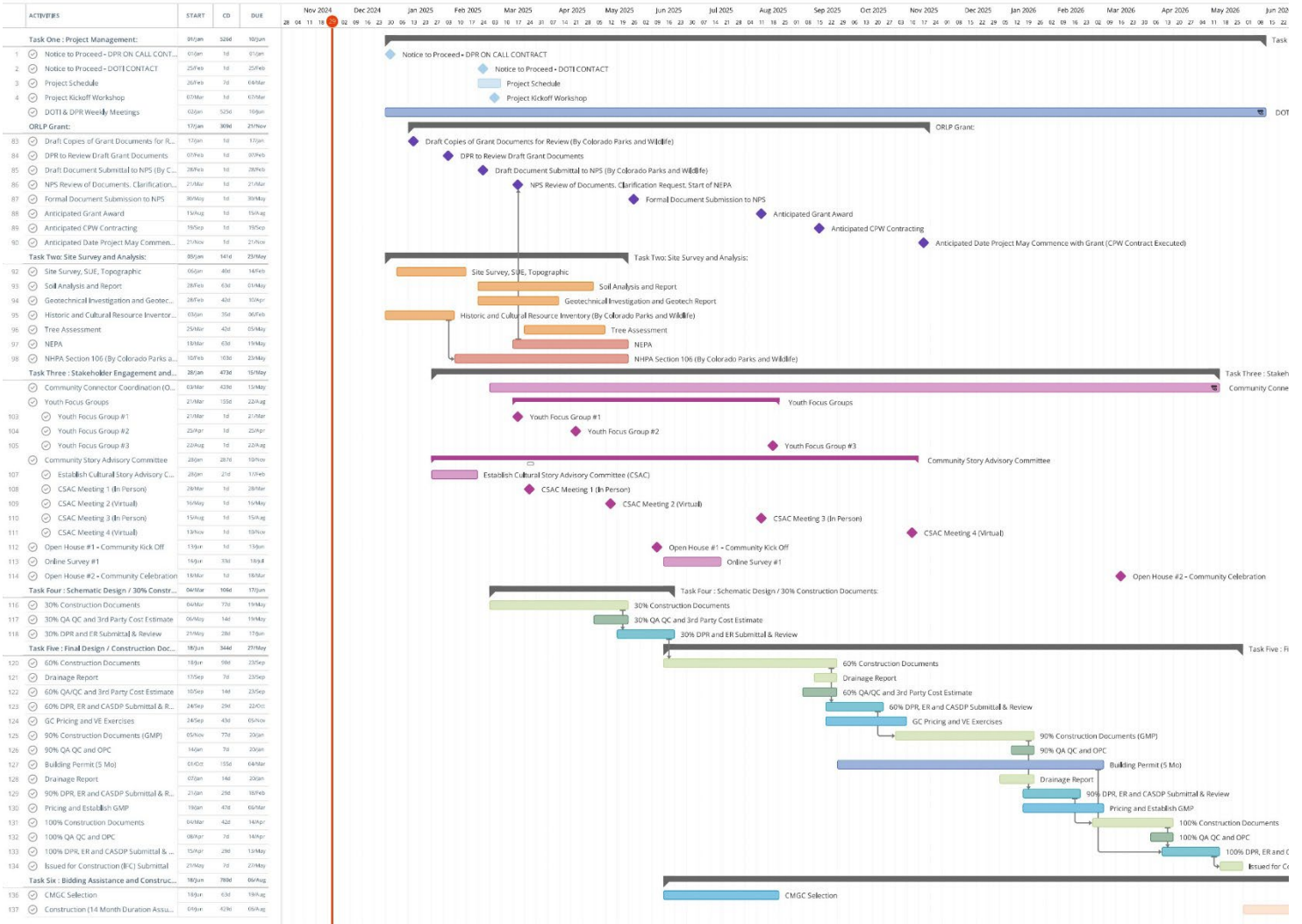
The City and County of Denver shall not be liable for damages arising out of the use of this information. The information is provided "as is" without warranty of any kind, expressed or implied, including, but not limited to the fitness for a particular use.



La Alma / Lincoln Park Area of Potential Impact (APE)



Attachment 2



La Alma Lincoln Park – Final Design, Bid and Construction Period Services

Attachment 3

La Alina Lincoln Park Final Design and Construction Administration

Main project schedule table with columns for tasks, hourly rates, and resource allocation across various departments like Liveable Cities Studio, Ascheron Consulting, Studiotrope, etc.

Task Six: Bidding Assistance and Construction Observation table, detailing tasks like proposal preparation, site visits, and construction monitoring.

EXHIBIT B – KEY PERSONNEL/RATES

Ascherman Consulting

Position	Hourly Rate	Professional Experience	Qualifications
Engineer V	200	14-18 Years	PE with major responsibility for technical performance on medium to large projects or multiple projects.
Engineer VII	220	19 Years or more	PE with full responsibility for large, complex projects or a number of large projects. Generally reports

BCER

Position	Hourly Rate	Professional Experience	Qualifications
Engineer I	100	0 (with education)	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent
Engineer II	130	1-4 Years	Continuing developmental level, performs standard engineering work requiring application of standard
Engineer III	140	4-7 Years	Independently evaluates, selects, and applies standard engineering techniques and procedures while using
Engineer IV	140	7-10 Years	.Fully competent engineer in all conventional aspects of subject matter or functional area of assignments;
Engineer V	190	10-13 Years	Applies diversified knowledge of engineering principles and practices to broad variety of assignments and
Engineer VI	210	13-18 Years	Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and
Engineer VII	240	18-23 Years	Makes authoritative decisions and recommendations having important impact on extensive engineering
Engineer VIII	210	23-28 Years	Makes authoritative decisions and recommendations having significant impact on extensive engineering
Engineer IX	250	28 Years or more	Provides overall supervision to Department to assure that technical, administrative, man-hour, and
Engineer/Architect Supervisor	270	3 Years or more	Performs supervisory work over professional engineers or architects, and develops, implements, and

Form + Works

Position	Hourly Rate	Professional Experience	Qualifications
Architect IV	140	4-8 Years	Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment i
Architect VII	180	16-20 Years	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities.
Architect VIII	180	20 Years or more	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities.

Grindline Skateparks

Position	Hourly Rate	Professional Experience	Qualifications
Manager of Landscape Architecture	205	6 years or more	Provides technical and administrative supervision and direction to assigned landscape architecture and
Designer/Drafter I	125	0-5 Years	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD,
Designer/Drafter II	185	6 years or more	In addition to above, converses with engineers and other subject matter experts to interpret design

HydroSystems

Position	Hourly Rate	Professional Experience	Qualifications
Engineer II	115	1-4 Years	Continuing developmental level, performs standard engineering work requiring application of standard
Engineer III	125	4-7 Years	Independently evaluates, selects, and applies standard engineering techniques and procedures while using
Engineer IV	135	7-10 Years	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments;
Engineer V	150	10-13 Years	Applies diversified knowledge of engineering principles and practices to broad variety of assignments and

Jensen Hughes

Position	Hourly Rate	Professional Experience	Qualifications
Administrative Support Assistant III	125	3-4 Years	Same as above, with more experience, and less oversight. Able to lead one or more major program
Architect I	195	0-1 Years	Entry level or professional work requiring bachelor's degree in architecture and no experience, or degree
Architect II	215	1-2 Years	Developmental level performs routine architectural assignments under direct supervision. Works from
Architect III	240	2-4 Years	Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria
Architect IV	265	4-8 Years	Fully competent architect in all conventional aspects of architecture. Performs work requiring independent
Architect V	285	8-12 Years	Applies sound and diverse knowledge of architectural principles and practices in broad array of
Architect VI	295	12-16 Years	Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops
Architect VII	310	16-20 Years	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural
Architect VIII	320	20 Years or more	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural
Engineer I	195	0 (with education)	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent
Engineer II	215	1-4 Years	Continuing developmental level, performs standard engineering work requiring application of standard
Engineer III	240	4-7 Years	Independently evaluates, selects, and applies standard engineering techniques and procedures while using
Engineer IV	265	7-10 Years	.Fully competent engineer in all conventional aspects of subject matter or functional area of assignments;
Engineer V	285	10-13 Years	Applies diversified knowledge of engineering principles and practices to broad variety of assignments and
Engineer VI	295	13-18 Years	Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and
Engineer VII	310	18-23 Years	Makes authoritative decisions and recommendations having important impact on extensive engineering
Engineer VIII	320	23-28 Years	Makes authoritative decisions and recommendations having significant impact on extensive engineering
Office Manager	100	5 Years or more	Manages and organizes office operations and procedures, such as word processing, bookkeeping,

Kumar & Associates

Position	Hourly Rate	Professional Experience	Qualifications
Engineer III	90	4-7 Years	Independently evaluates, selects, and applies standard engineering techniques and procedures while using
Engineer IV	100	7-10 Years	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments;
Engineer/Architect Specialist	210	3 Years or more	Performs specialized and advance engineering or architectural work involving project management on the
Designer/Drafter II	95	6 years or more	In addition to above, converses with engineers and other subject matter experts to interpret design
Word Processor	60	0 Years or more	Types, compiles, edits, prints, and stores documents, such as correspondence, reports, records, forms.

Livable Cities Studio, Inc.

Position	Hourly Rate	Professional Experience	Qualifications
Landscape Architect I (Entry Level)	115	0-2 years (with education)	Entry level professional work requiring bachelor's degree in applicable science and no experience, or the
Landscape Architect II	130	2-4 years	Intermediate professional level with developing ability to perform moderately complex project tasks with
Landscape Architect III	140	4-6 years	Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring
Manager of Landscape Architecture	225	6 years or more	Provides technical and administrative supervision and direction to assigned landscape architecture and
Project Manager	155		Responsible for supervising, directing, and coordinating construction management of commercial,
Project Manager I	160	1-6 Years	Responsible for supervising, directing, and coordinating construction management of commercial,
Project Manager II	180	6 years or more	Same as above. Has sole responsibility for small- to mid-level projects, and/or multiple projects.
Senior Landscape Architect	145	6 Years or more	Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5
Senior Project Manager	200	15 years or more	Extensive experience (15+ years) leading and mentoring project teams. Expertise in public works
Principal Project Manager	250	20 years or more	Proven leadership skills and a distinguished career in managing high-profile public works projects. A

Matrix Design Group

Position	Hourly Rate	Professional Experience	Qualifications
Project Accountant	85	2-4 Years	Performs various specialized accounting functions of moderate complexity and ensures that procedures
Senior Landscape Architect	150	6 Years or more	Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5
Environmental Scientist I	75	1-5 Years	Researches to identify and abate or eliminate sources of pollutants that affect people, wildlife, and their
Environmental Scientist II	100	6-10 Years	Same as above. Less oversight of work and more independence. May help train lower-level staff or have
Environmental Scientist III	130	11 Years or more	Same as above. Works on large/complex projects. May have supervisory responsibilities. May have a
Environmental Scientist Manager	190	10 Years or more	Oversees the work of scientists. Assigns and directs projects. Serves as expert advisor to clients and

Pinyon Environmental, Inc

Position	Hourly Rate	Professional Experience	Qualifications
Administrative Support Assistant I	80	0-2 Years	General office duties such as answering phones, preparing correspondence and reports, scheduling and
Contract Administrator I	110	2 Years	Manages basic contracts, overseeing compliance and documentation. Typically handles routine
Contract Administrator II	120	2-5 Years	Coordinates and manages moderately complex contracts and changes, conducting negotiations and
Project Controls Engineer I	130	2 years	Assists in the development and implementation of project control systems, including cost estimating,
Engineer I	150	0 (with education)	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent
Engineer II	170	1-4 Years	Continuing developmental level, performs standard engineering work requiring application of standard
Engineer III	200	4-7 Years	Independently evaluates, selects, and applies standard engineering techniques and procedures while using
Engineer IV	250	7-10 Years	.Fully competent engineer in all conventional aspects of subject matter or functional area of assignments;
Engineer V	270	10-13 Years	Applies diversified knowledge of engineering principles and practices to broad variety of assignments and
Engineer VI	285	13-18 Years	Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and
Engineer Technician I	100	0-2 Years	Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers
Engineer Technician II	110	2-4 Years	Performs standardized or prescribed assignments involving a sequence of related operations. Con- ducts a
Engineer Technician III	120	4-6 Years	Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical
Engineer Technician IV	135	6 Years or more	Performs non-routine and complex assignments with responsibility for planning and conducting a
Landscape Architect I (Entry Level)	110	0-2 years (with education)	Entry level professional work requiring bachelor's degree in applicable science and no experience, or the
Landscape Architect II	150	2-4 years	Intermediate professional level with developing ability to perform moderately complex project tasks with
Landscape Architect III	170	4-6 years	Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring
Scientist I	150	0-2 years (with education)	Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a
Scientist II	170	2-3 Years	Continuing developmental level, performs standard scientific work requiring application of standard
Scientist III	200	3-5 Years	Independently evaluates, selects, and applies standard scientific techniques and procedures while using
Scientist IV	225	5-10 Years	Fully competent scientist in all conventional aspects of subject matter or functional area of assignments;
Scientist V	255	10 Years or more	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and
Accounting Technician/Bookkeeper	110	2 Years	Under supervision, performs a variety of routine tasks, including reconciling bank accounts, posting to and
Accountant	120	2-5 Years	Responsible for maintaining a complete and systematic set of records of business transactions. Balances
CADD Technician I	95	0-5 Years	Under general supervision, prepares layouts, drawings, and designs according to engineering specs using
CADD Technician II	105	6 years or more	In addition to above, carries out more novel or complex assignments using more independent judgment.
Designer/Drafter I	125	0-5 Years	Assists professionals in designing, planning, and execution of segments of projects. Uses BIM, MEP, CADD,
Designer/Drafter II	140	6 years or more	In addition to above, converses with engineers and other subject matter experts to interpret design
Designer/Drafter III	155	10 Years or more	Same as above. Has additional experience and supervisory responsibilities, works on more complex
CADD/Designer Supervisor	170	10 Years or more	Responsible for the coordination/supervision of operators/designers. Assigns projects, coordinates
GIS I	130	1-2 Years	Creates/maintains databases, maps, and graphs that can be combined with geographically referenced
GIS II	145	3-7 Years	Same as above. Less oversight of work and more independence. May have limited supervisory
GIS III	160	8 Years or more	Same as above. Works without supervision, and may supervise others. Typically has a bachelor's degree or
Project Manager I	215	2-5 years	Plans, coordinates, and oversees activities of entire projects to ensure that goals or objectives are
Project Manager II	240	5-7 Years	Same as above. Has sole responsibility for small- to mid-level projects, and/or multiple projects. Has
Project Manager III	270	7-10 Years	Same as above. Has sole responsibility for mid- to large-level projects, and/or multiple projects. Has
Project Manager IV	285	10 years or more	Same as above. Has sole responsibility for multiple large, complex projects. May be executive- level
Environmental Scientist I	200	1-5 Years	Researches to identify and abate or eliminate sources of pollutants that affect people, wildlife, and their
Environmental Scientist II	250	6-10 Years	Same as above. Less oversight of work and more independence. May help train lower-level staff or have
Environmental Scientist III	270	11 Years or more	Same as above. Works on large/complex projects. May have supervisory responsibilities. May have a
Environmental Scientist Manager	285	10 Years or more	Oversees the work of scientists. Assigns and directs projects. Serves as expert advisor to clients and

SavATree

Position	Hourly Rate	Professional Experience	Qualifications
Environmental Scientist II	220	6-10 Years	Same as above. Less oversight of work and more independence. May help train lower-level staff or have
Environmental Scientist Manager	220	10 Years or more	Oversees the work of scientists. Assigns and directs projects. Serves as expert advisor to clients and

Service First Permits

Position	Hourly Rate	Professional Experience	Qualifications
Project Manager I	125	2-5 years	Plans, coordinates, and oversees activities of entire projects to ensure that goals or objectives are
Project Manager II	150	5-7 Years	Same as above. Has sole responsibility for small- to mid-level projects, and/or multiple projects. Has
Project Manager III	175	7-10 Years	Same as above. Has sole responsibility for mid- to large-level projects, and/or multiple projects. Has
Project Manager IV	190	10 years or more	Same as above. Has sole responsibility for multiple large, complex projects. May be executive- level

Studio Siembra

Position	Hourly Rate	Professional Experience	Qualifications
Senior Landscape Architect	125	6 Years or more	Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5

Studioslope

Position	Hourly Rate	Professional Experience	Qualifications
Administrative Support Assistant III	104	3-4 Years	Same as above, with more experience, and less oversight. Able to lead one or more major program
Architect I	140	0-1 Years	Entry level or professional work requiring bachelor's degree in architecture and no experience, or degree
Architect III	174	2-4 Years	Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria
Architect IV	174	4-8 Years	Fully competent architect in all conventional aspects of architecture. Performs work requiring independent
Architect VIII	214	20 Years or more	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural
Senior Project Manager	174	15 years or more	Extensive experience (15+ years) leading and mentoring project teams. Expertise in public works

Thorton Tomasetti

Position	Hourly Rate	Professional Experience	Qualifications
Designer/Drafter II	165	6 years or more	In addition to above, converses with engineers and other subject matter experts to interpret design
EIT II	190	3-5 Years	Performs continuing development-level engineering work, requires application of standard techniques and
Engineer II	235	9-13 Years	PE with responsibility for technical performance on small to medium projects or designated tasks on large
Engineer IV	330	19 Years or more	PE with full responsibility for large, complex projects or a number of large projects. Generally reports

EXHIBIT C – ACORD CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237		CONTACT NAME: Moody Insurance Agency PHONE (A/C, No, Ext): (303) 824-6600 FAX (A/C, No): (303) 370-0118 E-MAIL ADDRESS: certrequest@moodyins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Co Ltd	NAIC # 11000
INSURED		INSURER B: Trumbull Insurance Co	
Livable Cities Studio, Inc. 3827 N Lafayette Street Ste. 135 Denver CO 80205		INSURER C: Underwriters at Lloyd's London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		34SBAA0013	03/15/2024	03/15/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employment Practices	\$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAA0013	03/15/2024	03/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAA0013	03/15/2024	03/15/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			34WECID3865	07/18/2024	07/18/2025	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			ANE172317624	04/27/2024	04/27/2025	Per Claim / Aggregate	\$2,000,000
							Defense of Licensing	\$10,000
							Subpoena Assistance	\$10,000

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

CERTIFICATE HOLDER City and County of Denver, Denver Parks and Recreation 201 W Colfax Ave Dept 608 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