

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 32, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACT WITH
M ARTHUR GENSLER JR AND ASSOCIATES INC FOR FACILITIES MASTER
PLANNING SERVICES**

WHEREAS, the Town Council of the Town of Timnath (the “Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS attached hereto as **Exhibit A** is the Independent Contractor Agreement for Facilities Master Planning Services between the Town and M Arthur Gensler Jr and Associates, Inc, dated April 9, 2024; and

WHEREAS, the Town Council is familiar with the Independent Contractor Agreement and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$123,500.00 is hereby approved, authorized, and ratified to enter into a contract with M Arthur Gensler Jr and Associates, Inc for facilities master planning services. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 9, 2024.

TOWN OF TIMNATH, COLORADO


Mark J. Soukup, Mayor

ATTEST:


Milissa Peters-Garcia, CMC
Town Clerk



**INDEPENDENT CONTRACTOR AGREEMENT
(Facilities Master Planning Services)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 9th day of April, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and M. ARTHUR GENSLER, JR. AND ASSOCIATES, INC. DBA GENSLER, a California Corporation (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Colorado Secretary of State (*see Exhibit C*); and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, the Town has appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the reasonable satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town (the “Standard of Care”); (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth

in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of April 9, 2024 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services: or (iii) December 31, 2024.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until the date such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors. Notwithstanding the foregoing, Contractor will not have control over, or charge of, and will not be responsible for, construction means, methods, schedules, delays, or safety precautions and programs in connection with any construction work, or the Town's construction contractor's negligence or failure to perform such construction work in accordance with the design documents prepared by Contractor.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. The Town acknowledges that certain design and technical decisions will be made on assumptions based on available documents and visual observations of existing conditions by Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the Standard of Care. If competent professionals find that the Contractor's performance of the Services does not meet this standard during the performance of Contractor's Services under this Agreement, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. Intentionally omitted.

d. The Contractor agrees that it has and will continue to comply with all applicable Laws while providing Services under this Agreement, in all instances in accordance with the Standard of Care. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws, which are applicable to Contractor's Services.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25th of each month, a narrative progress and status report describing

work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost plus a ten percent (10%) administrative charge, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget

requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

12. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as

confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town shall not disclose Personal Identifying Information to the Contractor without receiving a written request for same from Contractor's legal counsel. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. Contractor reserves all rights relating to any preexisting intellectual property, which includes but is not limited to Contractor's standard design details and specifications, templates tools, and technologies owned or created by Contractor prior to the date of this Agreement. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and

materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens or verified statements of claim filed with the Town for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend (via reimbursement of the Town's legal fees in proportion to Contractor's adjudicated or agreed fault), indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all losses, liabilities, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Town Indemnitees to the extent arising directly, out of any third party claims relating to the negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property or adjacent property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property or any other property.

c. Intentionally omitted.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town, unless the Town terminates the Agreement for convenience.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and

after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town: Town of Timnath
 Attn: Town Manager
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

With copy to: Timnath Town Attorney
 ATTN: Carolyn Steffl
 4750 Signal Tree Drive
 Timnath, Colorado 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

Contractor: M. Arthur Gensler, Jr. and Associates, Inc. dba Gensler
 Attention: Kelly Floyd
 1225 17th Street, Suite 150

Denver, CO 80202
(303) 595-8585 (phone)
(303) 825-6823 (fax)

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records), and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Town's request, the Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Agreement, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory

authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner. The Parties also agree that, except for the indemnification obligations under this Agreement, the Town agrees that Contractor's total liability arising out of or related to this Agreement will not exceed the total compensation received by Contractor pursuant to this Agreement.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the

intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

34. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

36. Intentionally omitted.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
A7C8BDD0439C4A6...
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters-Garcia
07A8AF3B02114D7...
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steffl
F44B3963ECD949F...
Carolyn R. Steffl, Town Attorney

Town's Signature Page to Independent Contractor Agreement for Facilities Master Planning Services with the Town of Timnath and M. Arthur Gensler, Jr. and Associates, Inc. dba Gensler, dated April 9, 2024

M. ARTHUR GENSLER, JR. AND
ASSOCIATES, INC. DBA GENSLER:

A California Corporation

DocuSigned by:

D493207C370F4F5...

Printed Name: Michelle Liebling

Title: Principal

***Contractor's Signature Page to Independent Contractor Agreement for Facilities Master
Planning Services with the Town of Timnath and M. Arthur Gensler, Jr. and Associates, Inc.
dba Gensler, dated April 9, 2024***

EXHIBIT A

SCOPE OF SERVICES

The Town of Timnath Town Facilities Master Plan Request for Proposals-Specifications dated February 1, 2024, as well as the Proposal dated March 7, 2024 from Contractor to the Town shall constitute the Scope of Services.

4750 SIGNAL TREE DR.
TIMNATH, CO
(970) 224-3211
(970) 224-3217 – FAX

Town of Timnath

REQUEST FOR PROPOSALS SPECIFICATIONS

I SCOPE OF WORK

The Town is seeking proposals from qualified applicants to engage in facilities master planning for the Town of Timnath. Given the unprecedented growth and increased demands for services and facility needs, the Town is soliciting for a Design Professional to develop a Town of Timnath Facilities Master Plan. The Design Professional must complete strategic analysis and assessments to (i) evaluate inventory of existing Town-owned and leased facilities (see Attachment 1 – Town-Owned and Leased Facilities); and (ii) examine program requirements and provide condition reports, recommendations of geographic location, space needs, operations requirements, goals, phasing, cost estimates, and possible test fit designs (information to be provided throughout the course of services).

Background Information: Town of Timnath was incorporated on July 6, 1920, and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

Facilities Master Planning Services Overview: The purpose of the Facilities Master Plan is to develop a strategic plan that addresses the long term needs for the Town. This plan and associated recommendations for implementation will assist the Town in completion of future infrastructure improvements or new construction in a cost-effective and timely manner while meeting the projected needs and operational practices of the Town. This facilities master planning services agreement shall be awarded to the best qualified company that meets all requirements outlined by the Town.

The facilities master planning services shall include the following components and services at a minimum:

A. Personnel, Equipment and Material Requirements:

- 1) Service Personnel Requirements: The Contractor shall have present, during the course of the Services, sufficient and qualified Design Professional personnel to properly perform the work. The Services must be provided a fully licensed and accredited Architect, Engineers, and other Consultants as applicable (all disciplines to be provided).
 - a) The Architect will keep those under its contract for the project apprised of project status to ensure that all: (i) work with Town's designated representative to schedule visits to sites and interviews as needed; (ii) visit the site at intervals appropriate to the stage of the Contractor's operations; (iii) become generally familiar with and keep the Town informed about the progress and quality of the portion of the work completed; (iv) endeavor to guard the Town against defects and deficiencies in the work; and (v) determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents.
- 2) Contractor shall supply all labor, vehicles, equipment, and materials necessary to meet the needs of the Town as indicated in this solicitation. Note that travel time and mileage to and from project site, letter-

sized, legal-sized, or tabloid-sized copies, check prints and scanning fees are to be included in base design fees and will not be permitted as reimbursable costs. The Town anticipates that most product of this project will be provided to the Town in electronic format using readily available technologies.

B. Facilities Master Plan Requirements:

- 1) The Facilities Master Plan shall be composed of the following documents:
 - a) Facilities Space Study - The goal of this Study is to find ways for the Town to optimize its provision of services to citizens and its management of its real estate portfolio with the intent that the cost of facility modifications and new acquisition are cost effective and provide full utilization of space. This will include analysis and evaluation of the needs over a 10-year planning horizon, taking into consideration the changes within our community due to population growth, projected service area changes, trends in on-site workforce staffing and impacts related to changing laws and regulations.

Requirements include:

1. Collect and evaluate data on Town population, expected growth trends and demographics. Present findings regarding such data including trends or impacts on Town population, demographics, and distribution of need for services. Include administrative comment and review cycles in the scope of work.
2. Gather information on space utilization of departments at Town facilities. Interview departments to understand current use of space and projected space needs. Evaluate the impact of current workforce strategies being employed by departments including work from home (WFH) and staggering work schedules as well as best practices of similar organizations and population demographic and density changes or other pertinent factors on the use of existing space. Space program planning should include existing facilities and new/additional spaces needed, and must include evaluations of parking, accessibility, and transportation impacts. Plan for team review and comment period, program modifications, administrative review, and comment before finalizing report.
3. Prepare alternatives and design solutions to optimize distribution of Town services and utilization of space, incorporating both existing assets and information about new spaces required. For each facility proposed, provide design solutions or alternatives to include:
 - a. Block diagrams showing proposed departmental adjacencies.
 - b. Recommended space sizes and locations for departments within the facility including, where applicable, staffing projections for the space.
 - c. Analysis of parking, ADA accessibility or other site considerations to meet proposed use. (**A full ADA accessibility review is NOT required as a part of this study, but it is the Town's expectations that the study will evaluate general accessibility as well as "access" by citizens and staff.)
 - d. Plan for administrative comment and review.
4. Final delivery shall include:
 - a. Graphic representation of each existing and future facility, its proposed occupancy, and services to be provided.
 - b. Block diagrams of each existing and future facility and site showing major areas and uses.
 - c. Project cost estimates of hard and soft costs for the improvement of existing facilities and proposed development. Present as phased plan, identifying predecessor/successor relationships of the elements and highlighting those priorities that are contingent on others.
 - d. Provide cost reduction options.

- e. Contractor to plan for team review and comment period, program modifications, administrative review, and comment before finalizing report.
 5. Please see Attachment 1 – Town-Owned and Leased Facilities for details on the relevant Town properties.
- b) Facilities Condition Assessment - The goal of this Study is to provide the Town with a guide to plan its long-term capital and operational needs.
- Requirements include:
1. Conduct an existing facility condition assessment of Town-owned properties. Such evaluation should include physical inspection, analysis of maintenance reports and inspection notices or other documentation on facility deficiencies. Assessment to include at least the following: Site, Structure/Architecture, Envelope/Roof/Windows, Electrical, Life Safety, Mechanical, Plumbing, Security, Information Technology and ADA Accessibility.
 2. Summarize overall condition of each facility and assign costs and priorities (based on urgency of need) to facility modifications required. Present final findings in a spreadsheet or other readily available format that will allow the Town to filter, sort and actively update as needs are remedied.
 3. Provide a comparison baseline estimate of the full cost of replacement of each facility in current dollars.
 4. Determine Facility Condition Index (FCI) for each facility and for the portfolio.
 5. Plan for administrative comment and review before final report.
 6. Please see Attachment 1 – Town-Owned and Leased Facilities for details on the relevant Town-owned properties.

C. Facilities Master Plan Deliverables:

- 1) Progress Meetings. Contractor must prepare for and attend a minimum of one (1) progress meeting per month with the Town during the duration of the project.
- 2) Plan Drafts. The purpose of this creating Master Plan drafts is to communicate the vision of the plan in a form that is easily understood. A draft Master Plan will be prepared that documents the process, shows how the recommendations were formulated, and displays the results in a concise format. This task will shape the results of the prior analytical process into a Master Plan for guiding the short and long-term future of Town facilities. As best as possible, the Master Plan should be represented in narrative form but also in graphical form, utilizing maps, graphs, charts, photography and other visual representations. The Town desires to also have the Master Plan easily transferred to an electronic format that can be displayed and consumed with minimal effort on a web page or within social media.
- 3) Deliverables and Presentations. The Master Plan deliverables and presentations must include a minimum of two (2) meetings with the Town Council, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan; a color version of the draft Master Plan document consisting of one (1) printed and bound color copies and an electronic copy in a format compatible with Town standards; a color version of the final Master Plan document consisting of five (5) printed and bound color copy and an electronic copy in a format compatible with Town standards; and a color version of the final Executive Summary consisting of one (1) printed copy and an electronic version in a format compatible with Town standards.

D. Other Services and/or Deliverables:

- 1) Alternate services, studies, concept development, renderings, videos and similar deliverables may also be requested by the Town. Services shall generally be negotiated based on capabilities and approved Fee Structure. Such services may include, but not be limited to:
 - a) Concept, Feasibility, Programming, or Cost studies to assist in project scopes and budgets development.
 - b) Graphic design work (high resolution) sufficient to aid the Town in marketing materials and updates to staff, citizens and stakeholders.
 - c) Project renderings and/or concept visions of potential projects.
 - d) Short videos (anticipated 1 to 4 minutes) related to the graphic designs and renderings described above. (All work shall be high resolution, native file, for use by the Town.)
- 2) The Town reserves the right to determine if projects will fall under this RFP or subsequent contract or be otherwise solicited per the Town's procurement practices.

E. Coordination with other Town Contractors:

- 1) The Contractor will be required to coordinate with the Town's other consultants (if any) providing services for the Town. Anticipated consultants at the time of this RFP include the Town's on-call municipal engineering and planning consultants (TST), park planning and construction consultants, or similar consultants who may be retained by the Town over the course of this project.
- 2) If additional consulting services are required, the Town may contract these directly, or request the Contractor to procure these services at an additional cost. Percentage mark-up of sub-consultants cost shall be included in the proposal.

F. Estimated Schedule:

- 1) The anticipated schedule for Services is as follows (subject to change):
 - a) Anticipated Contract Award – April 2024
 - b) Anticipated Project Kickoff – April/May 2024
 - c) Anticipated Project Completion – October/November 2024

G. Fees for Services:

- 1) A detailed fee proposal must be provided and contain the following information:
 - a) Lump sum fees for services shall be provided for the two component parts of the Facilities Master Plan:
 1. Lump sum fee for one (1) Facilities Space Study
 2. Lump sum fee for one (1) Facilities Condition Assessment
 - b) Hourly and deliverable rates for alternate services, studies, concept development, renderings, videos and similar deliverables, as described in section D. Other Services and/or Deliverables
 1. Reimbursable costs may be allowable for hourly services. Reimbursable costs should be included in the pricing for all lump sum deliverables.

H. Attachments:

- 1) Attachment 1 - Town-Owned and Leased Facilities. This document described the Town's current owned and leased facilities.

II PROPOSAL CONTENT

A. Interested firms should provide at least the following information:

- 1) Contact information – Including location, names of the principals, officers and directors of the firm.
- 2) A statement of the availability and qualifications of the firm to undertake the project.

- a) The firm/person must have successfully completed a minimum of three (3) relevant projects of similar scope(s) to the Project List. List all similar and relevant government facility projects (based on size, cost, or scope), which your firm is presently engaged or has completed in the past 10 years. Include general descriptions of the projects, name of public entity, contact names, addresses, email, and telephone numbers.
- b) Provide licensure and accreditations, including verification of professional licensing in Colorado. Provide a project team organizational chart and resumes of the proposed key project team members. The firm shall also identify that they are able to provide support staff (where necessary). Indicate the number of personnel and breakdown of roles/titles.
- 3) A timeline detailing the time frame for completion of this project.
- 4) Resumes, organizational chart, specific roles and responsibility commitments, and general percent of time allocation for individuals working on this project.
- 5) List of members of the project team detailing roles in the project.
 - a) Provide a list of proposed sub-consultants, identify how they will incorporate into the team organizational chart, the resumes of key personnel, and identify the relationship with the sub-consultant (e.g. identify how many times you have worked together, how many times the key personnel have worked together, etc.). Provide this information for each sub-consultant. Additional pages may be added for each sub-consultant
- 6) Description of your approach to providing the proposed services, to give the Town the opportunity to understand your process and product.
 - a) Provide a sample work plan and process for delivering the services requested. Describe the various phases of work, responsibility of the Firm, the County, Contractors or other Stakeholders. Identify all challenges and opportunities perceived, anticipated mitigation, and methodology for approaching the work.
 - b) Summarize what services are included in the plan and what services are excluded.
- 7) Fee schedule tied to the scope of work; itemized.
- 8) A "Not to Exceed" contractual amount.
- 9) Provide references of at least three local government customers.

III PROPOSAL SCORING

Proposals will be scored based on the following evaluation criteria:

Evaluation Criteria	Weighted Score
Background and Experience of proposing Architectural Firm, including proposed project team and qualifications	20%
Relevant Master Plan Experience of proposing Architectural Firm -(this includes input from provided references)	30%
Firm's approach to a project and scheduling	40%
Fee / Pricing Schedule for Services	10%



TOWN OF TIMNATH FACILITIES MASTERPLAN

PROPOSAL / MARCH 7, 2024

Gensler



4750 SIGNAL TREE DR.
TIMNATH, CO
(970) 224-3211
(970) 224-3217 – FAX

Town of Timnath

REQUEST FOR PROPOSALS COVER SHEET

Date: February 1, 2024
Proposal / Bid Title: Town of Timnath Facilities Master Plan
Proposals Will Be Received Until: March 7, 2024 @ 4:30 p.m., Mountain Time
 Town Center, 4750 Signal Tree Drive, Timnath, CO 80547
 An optional Pre-Bid Meeting will be held on February 15, 2024 at 3:00pm at Timnath Town Center, 4750 Signal Tree Drive, Timnath, CO 80547, in the Community Room.

Submissions shall be addressed to Lauren Thomson, Procurement Specialist via Rocky Mountain E-Purchasing System ("BidNet System"); <https://www.bidnetdirect.com/colorado/town-of-timnath>

For Additional Information or Questions Please Contact: Lauren Thomson, via the Rocky Mountain E-Purchasing System

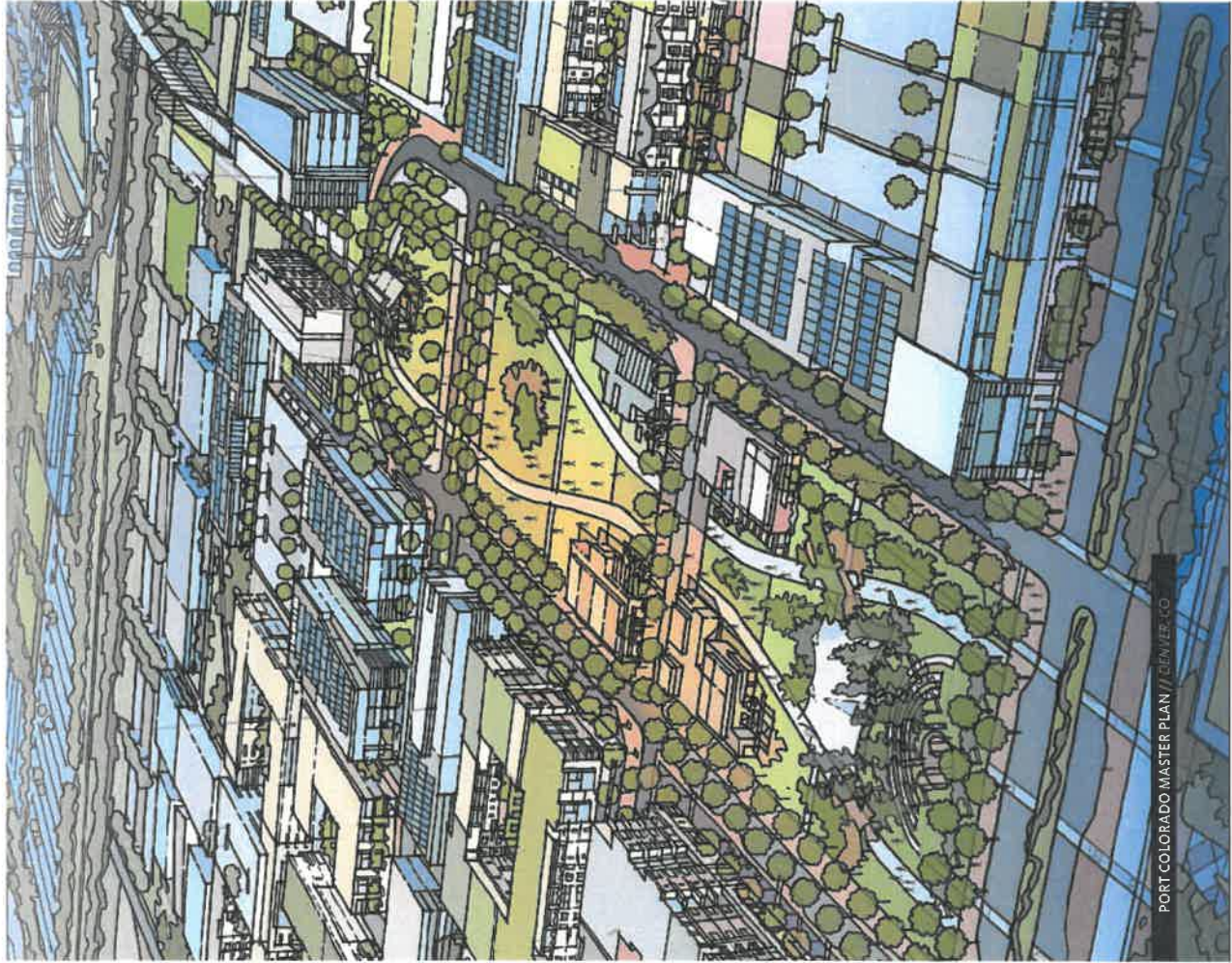
Documents Included in This Package: Request for Proposals Cover Sheet
 General Terms and Conditions
 Special Terms and Conditions
 Request for Proposals Specifications

If any of the documents listed above are missing from this package, they may be picked up at Town Center, 4750 Signal Tree Drive, Timnath, CO 80547. If you require additional information, call Town Administration at 970-224-3211.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her proposal, (3) the proposal is being submitted on behalf of the contractor in accordance with any terms and conditions set forth in this document, (4) the contractor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety calendar days following the date of submission, and (5) he/she understands and accepts that all contract awards are subject to acceptance of the terms of the Town's form of independent contractor agreement, a copy of which is available upon request.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Gensler Fax: 303.825.6823
 Address: 1225 17th Street, Suite 150 City/State: Denver, CO Zip: 80202
 Contact Person: Kelly Floyd Title: Sr. Analyst Phone: 303.893.7107
 Authorized Representative's Signature: *[Signature]* Phone: 303.893.7107
 Printed Name: Michelle Liebling Title: Principal in Charge Date: March 7, 2024
 Email Address: Michelle_Liebling@gensler.com



1225 17th Street
Suite 150
Denver CO 80202
USA

Tel 303.595.8585
Fax 303.825.6823

Gensler

March 7, 2024

Earl Smith
Senior Civil Engineer
Town of Timmath
4750 Signal Tree Drive
Timmath, CO 80547

Dear Earl,

Thank you for the opportunity to present our proposal for the Town of Timmath Facilities Master Plan. As a town grows, it must consider the appropriate locations and size of its real estate to operate efficiently and effectively. Given the growth and increased demands the Town is experiencing, we understand why the time is now to review, assess, and proactively plan for the future.

We have assembled an intimate team of experts in facility master planning to lead you through this process who can meet your needs within the stated schedule and budget. In addition to our team, we are joined by our partners Cumming (cost estimating) and Bureau Veritas (facility condition assessments). Our collective team will work together to provide a comprehensive, thoughtful, and easily executable 10-year plan for the Town.

In the pages that follow, we invite you to get acquainted with our work, our approach, and our team. We have included an activity list within our explanation of the scope of services that is a tried-and-true process, tailored to your specific needs. You will also find resumes and case studies of similar projects that we have completed for other government entities. As you read through our proposal, we hope that three key aspects stand out: that are woven throughout our approach:

- Our team has an extensive background in Master Planning and will work to establish guiding principles, goals, and strategies that are aligned to your unique needs.
- We have worked with clients of all sizes and know what to look for and are ready to hit the ground running.
- We have robust experience in designing for the future of work and will benchmark against many insights.

We are excited for this opportunity to help thoughtfully plan for your future. We are confident that we can bring new and meaningful insights as your partner on this journey. We look forward to hearing from you.

Sincerely,

Michelle Liebling
Principal in Charge
michelle_liebling@gensler.com

Kelly Floyd
Design Strategist, Client Point of Contact
kelly_floyd@gensler.com

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1

// FIRM
INFORMATION

TOWN OF GILBERT MUNICIPAL CENTER // GILBERT, AZ

OUR STORY

58

Years Gensler has been in business

110+

Gensler employees in Denver

87%

of our clients are repeat clients

1.2B

Gensler designed 1.2 billion square feet of space in the last year

33

Specialized practice areas

At Gensler, we put the human experience at the center of everything we do. Our integrated, interdisciplinary teams include a panoramic range of design talent: architects and interior designers, as well as strategists, economists, technologists, planners, experience designers, analysts, researchers, and more—all working together to create thoughtful, original, and compelling solutions for today's complex and multifaceted projects.

FIRM HISTORY

In 1965, with two employees, founder Art Gensler launched a different kind of architectural practice. Adaptive, proactive, and client-centered, the firm treated professional service as a privilege. Teamwork, not individual accomplishment, would build the practice. Focused from the start on design's impact on human experience, we have transformed over five decades from an interior architecture practice to a full-service design firm. Our first expansion into non-US locations set the firm's pattern of building a global footprint incrementally—each new office embedded in local culture, each created to satisfy our clients' needs. Now we've established a worldwide network of talented people who are deeply involved in their communities.

ONE FIRM-FIRM

The seamless relationship between Gensler's 53 global offices and our "one firm-firm" approach enable us to move quickly and nimbly to meet each client's needs. We frequently include team members from different offices to offer our clients a curated mix of local knowledge, boots-on-the-ground presence, subject matter expertise, and global account relationship support.

GENSLER DENVER

This year marks Gensler's 51st in Denver. With a multi-disciplinary staff of over 110 professionals including architects, graphic designers, interior designers, and other specialists. Our local team of designers collectively embrace a culture of innovation and delivers projects that go above and beyond client expectations.

During this time, we've helped local companies use design to strengthen and enhance their business goals. We have created brands and identities, designed workplaces, and converted outdated spaces into vibrant facilities, all while finding new ways to enhance the way people work, live, and play. We have been at the forefront of forward-thinking design focused on the user experience and most importantly, we love what we do!

53 GLOBAL LOCATIONS



Abu Dhabi	Bogotá	Houston	Morristown	Phoenix	Shanghai
Atlanta	Boston	Hong Kong	Mumbai	Portland	Singapore
Austin	Charlotte	La Crosse	Munich	Raleigh-Durham	Sydney
Baltimore	Chicago	Las Vegas	Nashville	San Antonio	Tampa
Bangalore	Costa Rica	London	New York	San Diego	Tokyo
Bangkok	Dallas	Los Angeles	Newport Beach	San Francisco	Toronto
Beijing	Denver	Mexico City	Oakland	San José	Vancouver
Berlin	Detroit	Miami	Paris	San Jose	Washington DC
Birmingham, UK	Dubai	Minneapolis	Philadelphia	Seattle	

DENVER OFFICE DIRECTORS AND PRINCIPALS CO-MANAGING DIRECTORS

Jon Gambirill
Michelle Liebling
Jon Gambirill
Jon Hughes
Michelle Liebling
Brent Matther
Jonas Philippsen

DENVER LOCATION 1225 17th Street, Suite 150 Denver, CO 80202

GENSLER OFFICERS CO-CEOS

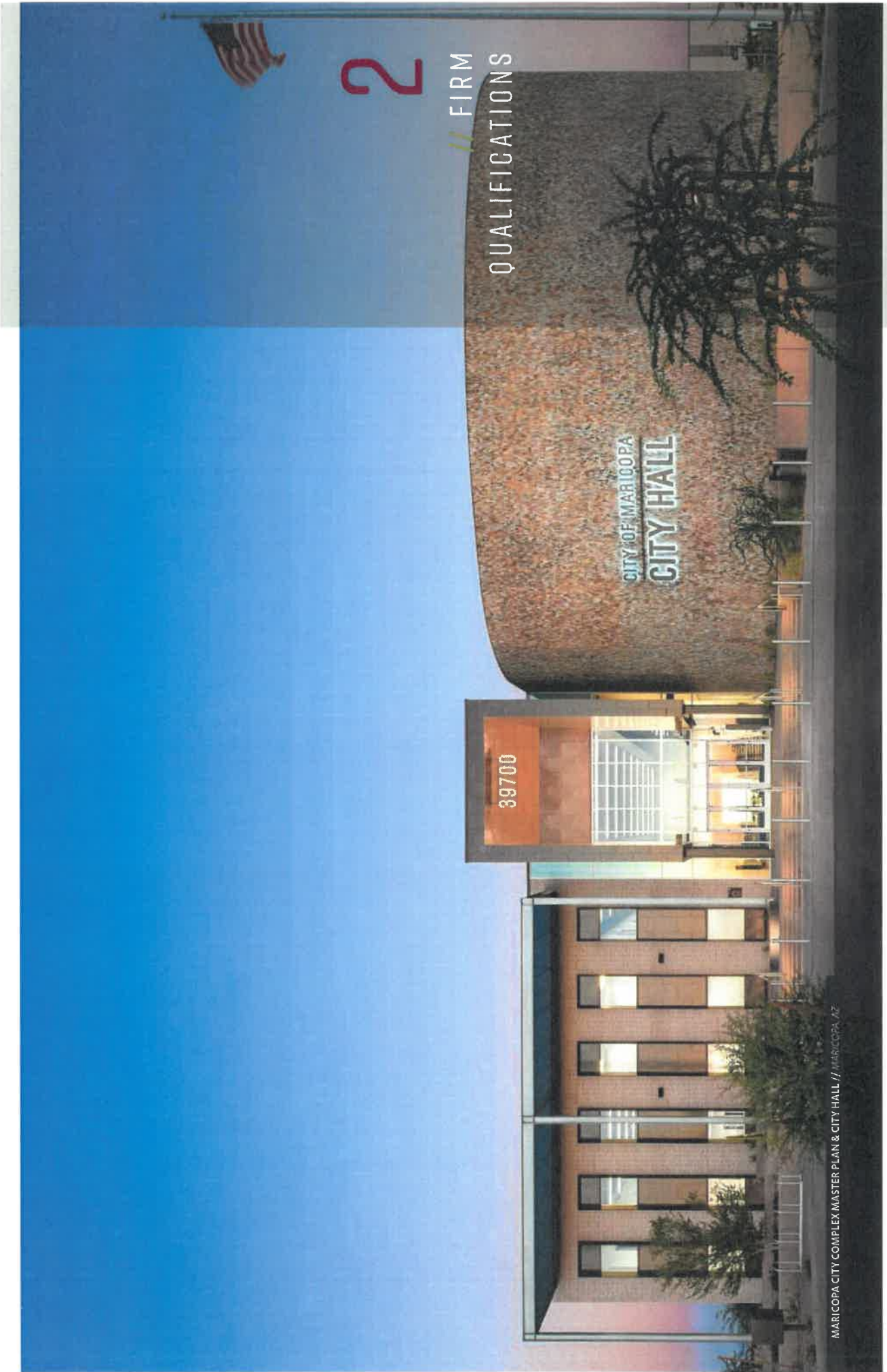
Jordan Goldstein
Julia Simet
CO-CHAIRS
Diane Hoskins
Andy Cohen

GENSLER BOARD OF DIRECTORS

Samuel Bermúdez Ureña
Joseph Brancato
Elizabeth Brink
Amanda Carroll
Andy Cohen
Diane Hoskins
Hao Ko
Joseph Lauro
Philippe Phaneuf
Theresa Shells
Cindy Simpson
Duncan Swinhoe
Michael White

2

// FIRM QUALIFICATIONS



GENSLER OVERVIEW

Gensler is a global architecture, design, and planning firm with 53 locations and more than 6,500+ professionals networked across the world. Founded in 1965, we serve more than 3,500 active clients and work across the global economy. Our clients are remarkably diverse; large and small, private and public, for-profit and non-profit. We help them grow, sustain, and transform; whatever it takes to embrace their future.

DESIGN PHILOSOPHY

Our organizational philosophy centers on redefining what is possible through designs that are inspirational and performance driven. Our rigorous approach uncovers opportunities that create new futures for our clients that are aspirational and rooted in client's unique, long-term visions. Our commitment to sustainability and excellent delivery of our design solutions builds our clients' confidence in the quality of our ideas and our ability to make them reality.

OUR TEAM

With 53 offices worldwide, including more than 100 professionals in our Denver office, Gensler brings unparalleled resources to this project. Our team will be able to draw from a deep bench of experienced strategists, planners, and designers. Gensler can promise design excellence, quick turnaround, and personalized service. We are proud of our industry reputation for on-time delivery, quality control processes, and our ability to monitor costs and collaborate effectively.

CLIENTS COME FIRST IN EVERYTHING WE DO

We pride ourselves on our listening skills. Our process is interactive and client-centric because we know design solutions are more robust when a collaborative process where all stakeholders are engaged takes place. We are committed to being both your advisors and advocates from beginning to end and are invested in the success of your project. The journey of any design project is the best part; get ready to have some fun!

FACILITIES MASTER PLANNING

Gensler understands real estate portfolio's ebb and flow based on growth, consolidation, regulatory changes, or reorganization, among many other factors. Our comprehensive real estate and facilities services help public and private sector organizations develop portfolios that support optimum client service delivery and changing business directions. We take a balanced, multi-disciplinary approach to our projects, including analysis of service delivery needs, finances, work process and changing technology needs. We believe the most productive real estate portfolios limit overhead costs while optimally supporting the mission and goals of an organization's leadership, staff and community.

Our collective team has completed master plans, facility assessments, interviews and strategy services for over 200 corporate, government and higher education organizations across our southwest region. Our core team will bring more than twenty years of strategic real estate and facilities planning experience, and we find our past clients are always willing to share their knowledge, research and insights with us and, by extension, with you.

RETURN ON YOUR INVESTMENT

More than just a real estate efficiency opportunity, a new facilities master plan is a strategic opportunity for an organization to drive important business goals and return on investment while providing an environment representative of the company itself. A new facility master plan is an undertaking and investment of time, focus and capital, and the end result must deliver a positive, measurable value—ultimately supporting how your employees work.

In terms of ROI, a facilities master plan project is expected to achieve, at minimum, the following:

- Lower real estate costs through space utilization and efficiencies.
- Lower operating costs through adoption of smart and green technologies.
- Improved employee morale and quality of work life as a result of an upgraded work environment.

Once right-sized, your campus will deliver on ROI expectations and set the standard for organizational achievement. To remind employees of what the company stands for and aspires to be,

OUR CAPABILITIES

FULL SERVICES. CLIENT DRIVEN.

When looking at a full campus revitalization project such as this, it's important that you find a partner who can not only bring the full breadth of services that you expect to need, but who can also flex and adapt to any additional needs that may arise, now or in the future.

When you need a solution, we are here to help.

As a full-service, customer-driven firm, we offer a number of related services that can be provided separately or combined. Whether looking at Timmath's needs in the immediate future, or down the road 10 or 20 years, we have the capabilities to service you wherever you are, and to help you get wherever you want to go.

STRATEGY SERVICES: user and space utilization research, program development, design prototyping and guidelines, real estate and portfolio strategy, portfolio optimization and management, space and occupancy planning, as-built surveys and analysis, organizational and process assessment, strategic communication and change management

MASTER PLANNING SERVICES: feasibility studies, site evaluation, transportation studies, master planning, urban design, economic/market analysis

INTERIOR DESIGN SERVICES: pre-lease coordination, programming, design standards/guidelines development, interior architectural design, FF&E selection, art consultation, tenant development, retail prototype design, retail roll-out/implementation

ARCHITECTURAL DESIGN SERVICES: feasibility/zoning studies, building analysis/evaluation, ADA compliance analysis, building design consultation/peer review, architectural and façade renovation, new building design

BRAND DESIGN SERVICES: strategic brand assessment and development, user experience research and design, naming and identity design, communications messaging and design, brand and identity guidelines and training, print and digital media design, packaging design, environmental graphics design, signage and wayfinding design, exhibit design, content and user strategy, video production and motion graphics

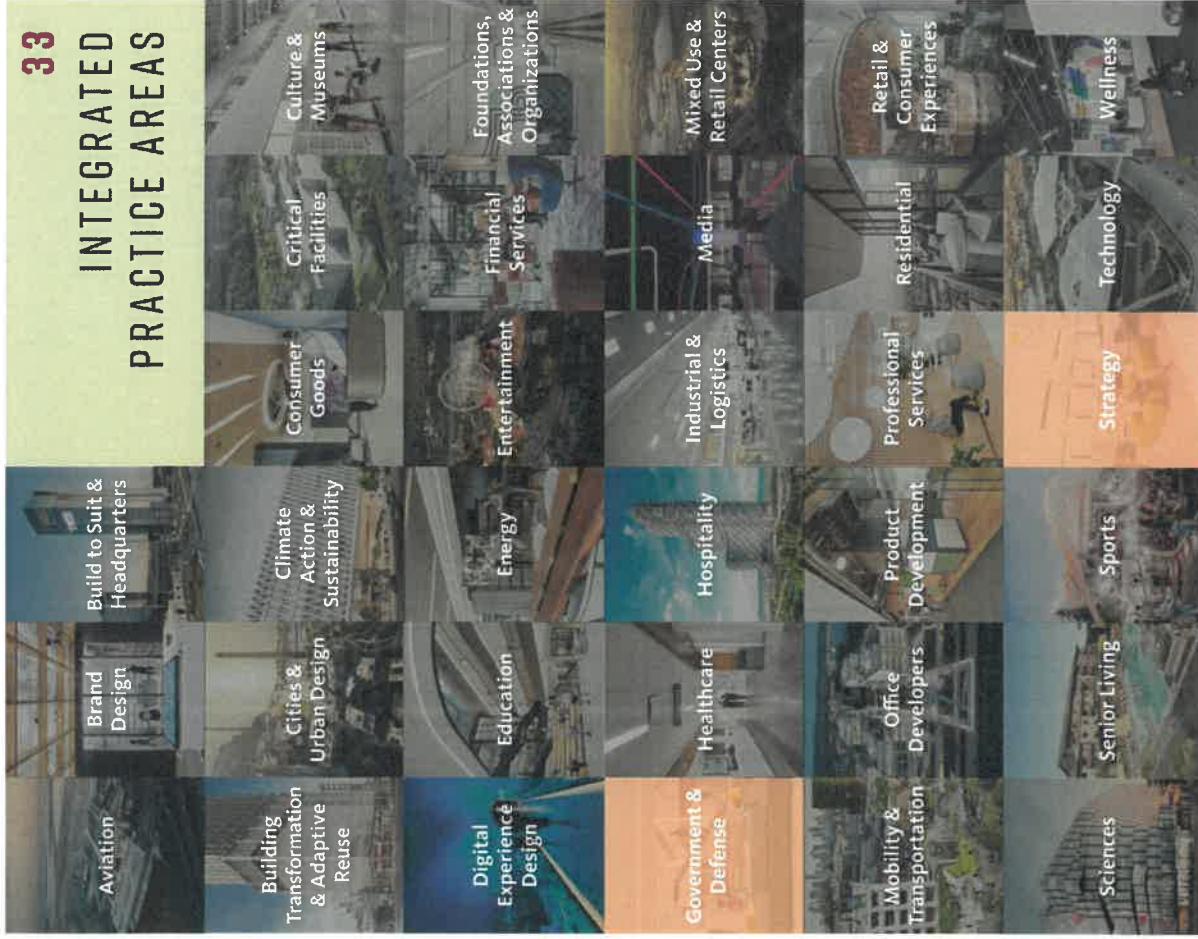
SUSTAINABILITY SERVICES: sustainability strategic visioning and consulting, performance optimization, third-party certification facilitation

DESIGNING EXPERIENTIAL SPACES FOR COMING TOGETHER

In the last two years we have seen a shift in the way people view the workplace. There is a greater desire for radical humanism, and spaces that enable coworkers to build community, new memories, and create a shared sense of belonging.



33 INTEGRATED PRACTICE AREAS



ADDED VALUE AND INNOVATION

RESEARCH-DRIVEN DESIGN

Clients who partner with Gensler receive more than just the industry's top design talent. They also benefit from the insights, lessons, and data that Gensler has amassed through our in-house research program, recently renamed the Gensler Research Institute. No other design firm is as ambitious or thorough as Gensler at uncovering what's really driving design and real estate decisions across the globe.



In order to share our research findings in the most valuable way, Gensler continues to publish our annual Research Catalogue covering projects ranging from health and wellness in the workplace to global brand strategy to the role of purpose in workplace design.

Our clients recognize the value this knowledge brings to every project knowing that together we are making the most informed strategy and design decisions possible. We bring this integrated design approach to every project that we work on.

2022 US WORKPLACE SURVEY

Gensler double-downed on its workplace research as the pandemic began and as we continue to feel the effects of the pandemic today. Shifts in employee preferences for where and how they work continues to ebb and flow, influencing design and spatial needs in new and different ways.

2024 DESIGN FORECAST

With its scale, breadth, and reach into thousands of cities and over 80 countries in 2023, Gensler believes that the future of our cities and how we live, work, and play can be influenced by our actions, and, yes, our vision. Gensler's annual Design Forecast is a way for Gensler to share trends happening in the different industries and practice areas we work in.

EXPERIENCE DESIGN INDEX

Everybody's talking about experience. Defining it, that's another matter. The Gensler Experience Index identifies the key drivers of a great experience, quantifies the direct impact great design has on experience, and provides a holistic framework for understanding experience. The goal: to inspire the creation of great places that engage people's emotions and keep them coming back.

The Gensler Experience Index proves that design is among the critical factors that create an enhanced human experience. Our insights resulted in the development of a holistic framework for experience that incorporates intention, expectation, interaction, and space.

CIVIC-CENTERED

We deliver effective and timeless design solutions for federal, state, and local government facilities. Our projects evoke pride in public missions, create secure work environments, stimulate community investment, and conserve resources. In uncertain economic and geopolitical times, government architecture serves a dual purpose: aspirational leadership on future-facing issues such as climate action, but also practical leadership in providing the services that support civic life. Design will play an instrumental role in both arenas as leaders explore new models of public service.



HILLSBOROUGH COUNTY AVIATION AUTHORITY SKYCENTER // TAMPA, FL

The pandemic and increase in extreme climate events have heavily influenced the government and defense industries in recent years and are leading to significant efforts to adapt work environments and make facilities more flexible and resilient. Sustainable and resilient design, office consolidations, hybrid work, improved health facilities, and delivery of services online facilitate improved day-to-day operations and help prepare for future health or weather crises. Hybrid work models have become the norm as governments seek out design solutions that enhance the delivery of services, improve experiences, reduce costs, and adapt to changes in the way people live and work.

TRENDS

Government offices are aligning their real estate with flexible work models.

As government agencies shift toward hybrid models of work, they are reevaluating their space needs and redesigning the workplace to accommodate physical and virtual communication channels.

Public funding will continue to focus on resilience and sustainable infrastructure.

An influx of public funding and increased emphasis on net or near-net zero goals are propelling the need to invest in resilient and sustainable public infrastructure that can reduce long-term costs and better withstand extreme weather events.

Global health issues are also driving the need for better designed public facilities.

In the face of current and anticipated health and weather crises, government agencies are seeking design solutions that can enhance the delivery of public services and experiences. We will see more investments in public health labs as the government improves its readiness.

YAVAPAI COUNTY FACILITIES MASTER PLAN

Prescott, AZ

After years of addressing challenges through one-off solutions, how do you unify County facilities under a single plan with a holistic solution? In April of 2023, Gensler was hired by Yavapai County to develop a 10-year facility master plan that considered current and future department needs, and provided multiple options for moving forward.

Yavapai County is 5.2 million acres and has two main population centers, Prescott and Cottonwood. Thirty-seven percent of the County facilities are located within the Prescott city limits, with Sheriff substations and libraries planned and opened as new areas of need were identified. This has led to a shotgun approach to locations, facility sizes, service offerings, and amenities.

With over 55 locations to manage, that, on average, are 5,000-square feet or less, the County facilities team has become stretched thin and needed to find opportunities to consolidate, colocate, and plan capital funding in an organized manner.

Gensler facilitated visioning sessions, surveys, department leader interviews, and site observations with County leaders, identifying four guiding principles to be used as decision-making filters for future facility decisions.

1. Enhance a culture of considerate and intentional stewardship of County resources that prioritizes short- and long-term needs.
2. Create infrastructure that is future-ready, ensuring it can support the evolving needs of the Yavapai County community for decades to come.
3. Empower the Yavapai County workforce to deliver outstanding public service and drive positive change for those accessing County services.
4. Enhance the accessibility and efficiency of high-quality services that are provided to County residents, businesses, and visitors.

33%

Estimated headcount growth over 20 years

Deficit in square-foot needs for 20-year growth projections

DETAILED INFORMATION

PROJECT SIZE

650,000 sq ft
55+ Facilities
1,700 Employees

YEAR COMPLETED

Estimated March 2024

SERVICES PROVIDED

Department Space Planning Questionnaire
Department Leader Interviews
Site Tours & Observation
Parking & Transportation Assessment
Facility Condition Assessments
Building & Department Personas
Demand Forecasting
Space Demand & Supply Analysis

KEY PERSONNEL

Kelly Floyd, Design Strategist
Paul Natzke, Project Director

Gensler has presented the County with a series of options and opportunities to meet its goals through thoughtful reorganization of the County's real estate portfolio. The County is now in the process of reviewing these options to develop an implementation plan in concert with facility condition assessments that supported development of a deferred maintenance plan.



01

Public Service Experience



03

Future-Ready Facilities



02

Employee Experience



04

County Culture

Guiding Principles

During the leadership transition, the Steering Committee comprised members from the County and the Facilities Master Plan team. The team worked closely with the Board of Supervisors to build a vision for the future of the County's facilities.

Triumphal County Guiding Principles



Key Findings

Nonreciprocal engagements were held in an effort to collect multiple points of data on the current state of the County's facilities. Several key findings led to the following opportunities to improve and adjust.

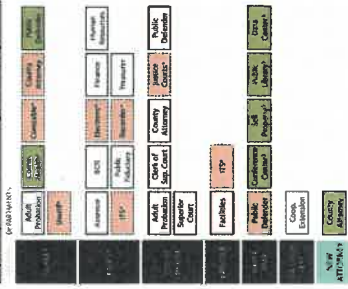
- 64. The County's current facilities master plan is outdated and does not reflect the County's current needs and vision for the future.
- 65. The County's current facilities master plan is outdated and does not reflect the County's current needs and vision for the future.
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- 67. The County's current facilities master plan is outdated and does not reflect the County's current needs and vision for the future.
- 68. The County's current facilities master plan is outdated and does not reflect the County's current needs and vision for the future.

Interventions: Downtown Center

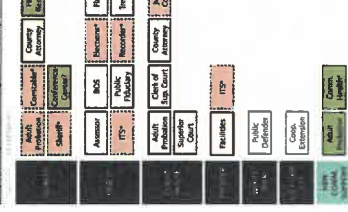
Goals:

- Reposition Gurley and Amenities
- Consolidate Elections
- Centralize ITS (Data Center) Resource
- Create County Training
- Centralize Judicial Campus

Option 1: Accessible Community Hub at Gurley



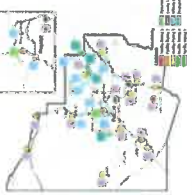
Option 2: Centralized Judicial Campus



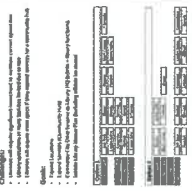
LEGEND
 Green Facility
 Yellow Facility
 Blue Department Location
 Red Department
 Grey Department

*NOTE: new department location is approx. location.

Overview Libraries



Overview Sheriff Substations



METROPOLITAN STATE UNIVERSITY STRATEGIC SPACE PLANNING

Denver, CO

The opening of the Aerospace and Engineering Sciences Building on the Auraria campus in Downtown Denver created a vacant space in seven buildings across the campus. Gensler collaborated with University system leaders to reprogram these spaces to enhance the student and faculty experience and improve space efficiency.

Gensler's objective was to strategically reprogram the vacated spaces, using the University's 2020 Strategic Plan and Neighborhood Master Plan as a guide to decision making. Gensler started our design process by reviewing the Master Plan to develop overarching goals and a vision for the project, then convened an executive steering committee for feedback and review. The executive steering committee met four times throughout the process, starting with the visioning session to set a clear objective for the project. The exercise completed at the visioning session uncovered the priority of focusing on the needs of students.

As a way to incorporate student and faculty voices into the process, and to better understand space "wants" Gensler developed a space needs survey for all end users to participate in. By casting a wide net, the survey results revealed larger campus trends. The total space "want" requests far outnumbered available square footage and the Executive Committee was engaged to prioritize the most important requests.

The next step was to carefully analyze the available space by combining the understanding of campus neighborhoods, program adjacencies and prioritized requests, to develop preliminary recommendations. Preliminary recommendations were brought to the steering committee for review and discussion.

7 46,430 14

Buildings Studied
Total Square Feet Available for Reprogramming
New Space Typologies Requested through the Survey

DETAILED INFORMATION

PROJECT SIZE
191,230 sq ft

YEAR COMPLETED
2018

SERVICES PROVIDED

- Leadership Visioning Programming Survey
- On-Site Evaluation Department Interviews Programming
- Planning Scenarios Cost Estimation Interior Architectural Design Branding & Wayfinding

GENSLER'S STRATEGIC PLAN RECOMMENDED REPROGRAMMING THE AVAILABLE SPACE INTO 14 SPACE TYPOLOGIES, THAT INCLUDED RENOVATIONS FOR EXPANSION, ACROSS CAMPUS. THE UNIVERSITY PRIORITIZED THESE REQUESTS FOR IMPLEMENTATION.

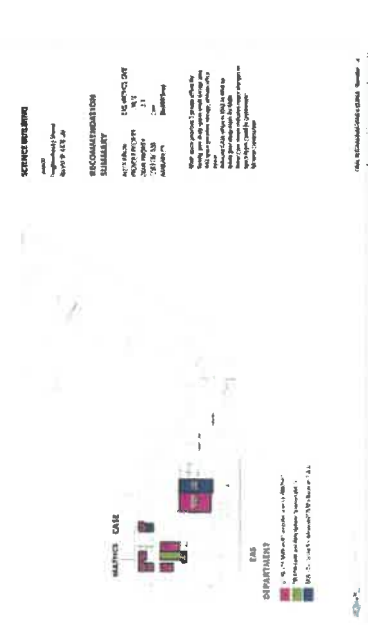
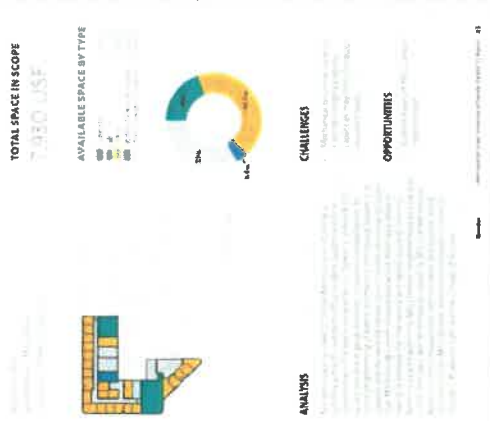
- Multicultural Student Center
- Math and Computer Science Classrooms
- Additional Nursing Program Spaces
- LGBTQ+ Space Renovation and Food Bank
- Student Food Bank
- Additional Chemistry Program Spaces
- University History and Archive Space
- Textile Lab
- Center for Equity and Student Achievement Renovation
- Theater Renovation
- Additional Institute for Women's Studies and Services Program Space
- STEM Career Specialist Office
- Campus Recreation Renovation
- Center for Advanced STEM Education Support Space

After reviewing the preliminary recommendations, Gensler conducted interviews with thirteen departments on campus to better understand their program needs, to create final recommendations to support the University's initiatives.

The delivered strategic space plan had to positively impact five objectives of the university's strategic master plan.

	01	Enhance Student Success
	02	Strategically Grow Enrollment
	03	Become a Preferred Workplace and Destination
	04	Seek, Sustain and Grow Innovative Resources
	05	Allow MSU Denver to Further Realize its Master Plan

ADMINISTRATION BUILDING



CONTRA COSTA COUNTY COMPREHENSIVE FACILITIES MASTER PLAN

Denver, CO

In 2022, Gensler delivered a facilities master plan for Contra Costa County that is intended to improve the delivery of services and utilization of facilities over a 20-year planning period.

To develop recommendations for the final master plan, the

- Gensler team:
- Visited 55 facilities;
 - Surveyed 2,177 employees;
 - Interviewed 21 department leaders;
 - Conducted 2 steering committee workshops; and,
 - Presented at 3 Board of Supervisors meetings for feedback at various stages in the planning process.

The study revealed a dearth of services in the east and west parts of the county, even though a substantial portion of County clients live in those locations. To serve these clients it was recommended multi-service facilities be established in both parts of the county. These two new locations would not only make it easier for County customers to visit in person, it will reduce the often substantial drive time of County employees who live in these areas.

\$3.6M

Reduction in annual leasing expenses

20

Reduction in County occupied addresses

10%

Increased opportunity for employee remote working

40

Reduction in net square-foot per employee

DETAILED INFORMATION

PROJECT SIZE

1.8 Million Sq Ft
110 Facilities
4,041 Employees

YEAR COMPLETED

2022

SERVICES PROVIDED

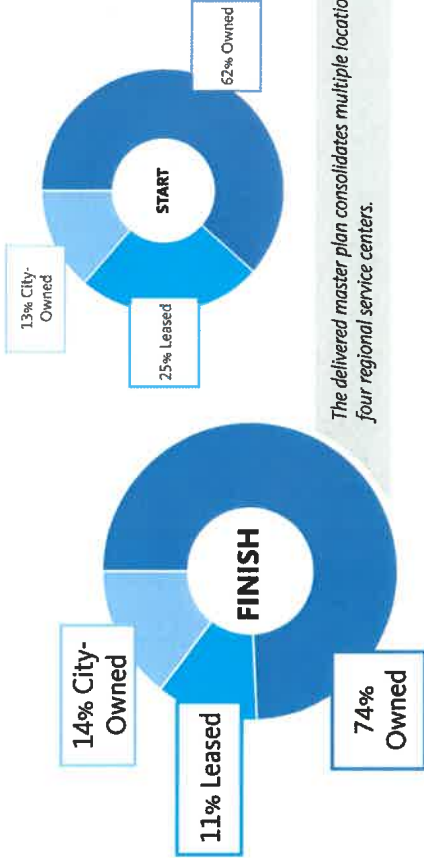
Workplace Strategy
Benchmarking
Stakeholder & Community Engagement
Space Programming
Parking Assessment
Real Estate & Portfolio Planning
Organizational Assessment
Demand Forecasting
Macro-Level Site Selection

KEY PERSONNEL

Paul Natzke, Project Manager

FINAL DELIVERABLES

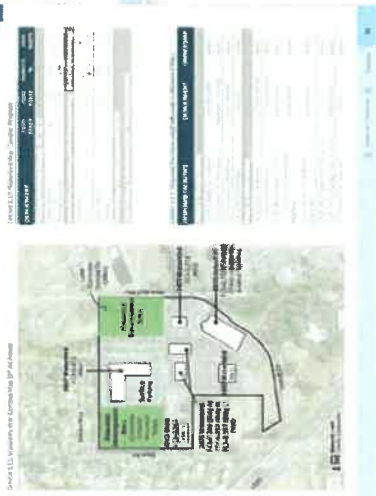
Contra Costa County



The delivered master plan consolidates multiple locations into four regional service centers.

Guiding Principles

- 01 **Improve the quality of the customer experience**
Improve the quality of the customer experience through better service and support.
- 02 **Reduce the cost of operations**
Reduce the cost of operations through better service and support.
- 03 **Improve the quality of the customer experience**
Improve the quality of the customer experience through better service and support.
- 04 **Improve the quality of the customer experience**
Improve the quality of the customer experience through better service and support.
- 05 **Improve the quality of the customer experience**
Improve the quality of the customer experience through better service and support.



COUNTY OF SAN LUIS OBISPO FACILITIES MASTER PLAN

San Luis Obispo County, CA

In February 2018, Gensler delivered a 20-Year Conceptual Facilities Plan for the County of San Luis Obispo. The plan focused on all owned and leased County properties within the city limits of San Luis Obispo.

There were several catalysts for creating the plan, including:

- The current facilities portfolio contained a number of buildings approaching the end of their useful life.
- Multiple departments were outgrowing their space or were in locations that were not ideal for their department's functions.
- Larger departments were spread across multiple buildings.
- In some cases across the city, and growth continued to be accommodated through the acquisition of additional leased space.
- Most facilities had received only basic maintenance and workplace upgrades, while many facilities had replaced shared and meeting areas with additional desks to accommodate growth.

In response, Gensler developed a 20-year Plan that identified and focused on six key goals that needed to be addressed:

- To establish a comprehensive vision for San Luis Obispo County facilities within the City limits.
- To identify proposed major capital improvements over a 20-Year time frame.
- To accommodate employee headcount increases.
- To improve department adjacencies and consolidate similar functions.
- To create core campuses for enhancing public services.
- To address County employee and visitor parking needs.

\$845,000

Reduction in leased square feet over 20 years

42

Reduction in net square-foot per employee

94,223

Deficit in square-foot needs for 20-year growth projections

DETAILED INFORMATION

PROJECT SIZE

392,626 Sq Ft
22 Facilities
1,624 Employees

YEAR COMPLETED

2018

SERVICES PROVIDED

Benchmarking
Space Demand Analysis
Workplace Strategy
Stakeholder & Community Engagement
Parking Assessment
Real Estate & Portfolio Planning
Organizational Assessment
Demand Forecasting
Macro-Level Site Selection

KEY PERSONNEL

Paul Naitzke, Project Director

After an extensive process including in-depth research with County departments, site investigations, facilitated sessions with the Steering and Executive Committees, and financial analysis, consensus was reached on a recommended Plan.

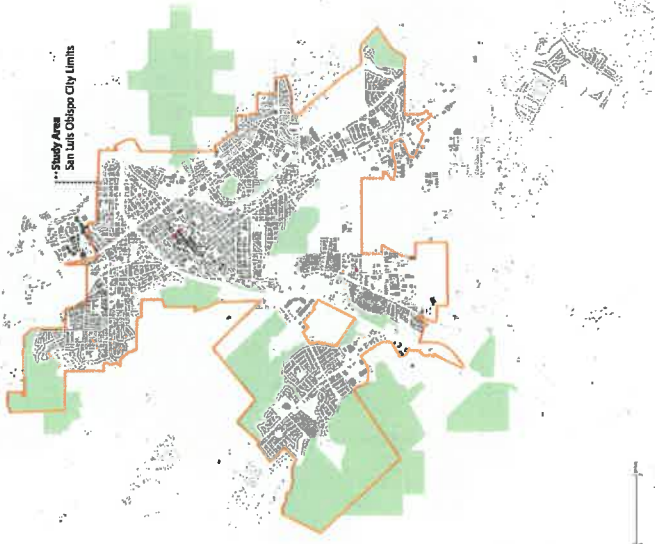
The Plan organized its recommendations around five key campuses and locations, including Downtown, Johnson Avenue, Higuera, Veteran's Hall, and El Chorro Regional Park. At its core, the plan focused on leveraging the facilities at these locations that are in better condition and expanding into adjacent land in a series of new facilities to support growth in the County's workforce. The Plan looked to balance potential revenue to be gained by the sale or ground lease of the County's surplus land against the value provided to the County by using the land for additional County facilities.



SPACE CLOSED / DEMOLISHED: 112,120 USF

Renovate. Significant renovation and reconfiguration of interior spaces.

Refresh. Refresh finishes and furniture updates. Implementing proposed details.



COUNTY OF SANTA CRUZ FACILITIES MASTER PLAN

County of Santa Cruz, CA

The County of Santa Cruz hired Gensler to develop a Long-Range Facilities Plan for the County's 1.4 million square feet of owned and leased space across 159 individual buildings.

The master plan was initiated in support of the County's mission of maximizing resources to improve the quality of life for County residents. Upon evaluation of the County's resources, it was determined additional square footage was needed to accommodate 20-year growth projections, however leased space could be reduced and services could move into existing County facilities.

By adopting a "hub and spoke" model, the County could consolidate operational government departments into central locations for efficient operations and communications, and distribute service-based departments to smaller satellite locations placed in communities where those client services are needed most.

DETAILED INFORMATION

PROJECT SIZE
1.4M Sq Ft
159 Facilities
2,496 Employees

YEAR COMPLETED
2021

SERVICES PROVIDED
Facilities Needs Assessment
Facilities Conditions Assessment
Existing Space Survey
Leadership Visioning
Benchmarking
Space Programming
Planning Scenarios
Cost Estimation
Workplace Strategy

KEY PERSONNEL
Paul Natzke, Design Strategist

FINAL DELIVERABLES
County of Santa Cruz



HUB

Locations that house the majority of a department's staff often co-located with other departments, to support efficient operations and communications.
Examples: Assessor, County Clerk, County Counsel, etc.



SPOKE

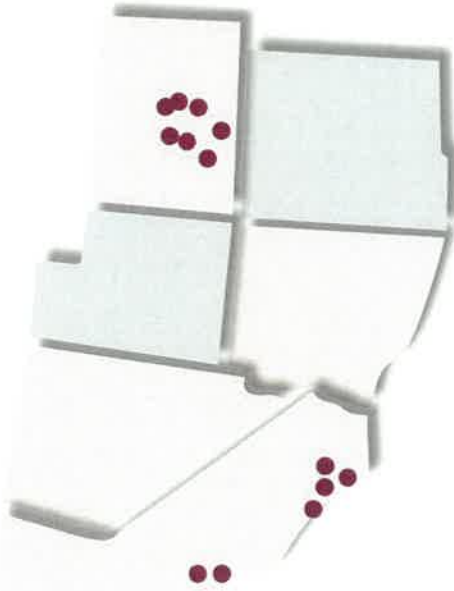
Locations which accommodate a smaller team of a department, often introduced to support customer service goals.
Examples: Parks, Health and Human Services, Public Works, etc.



Option	Headcount growth over 20 years	Additional square feet needed to accommodate 20-year growth projections	Reduction in leased square feet over 20 years
Option 1A	8.9%	77,000	112,800

RELATED EXPERIENCE

Gensler has experience partnering with similar sized municipalities and our public sector experience is robust. Select public sector clients in Colorado and the Southwest region include:



COUNTY AGENCIES

Adams County Facilities Master Plan
 Weld County Facilities Master Plan
 Alameda County (various)
 Pitkin County Airport Terminal Development
 Contra Costa County Facilities Master Plan
 City & County of Denver (various)
 Eagle County Regional Airport Terminal Renovation
 Gunnison County Gunnison-Crested Butte Regional Airport Improvements
 Los Angeles County (various)
 Marin County Facilities Master Plan
 Monterey County Facilities Master Plan
 Orange County Facilities Master Plan
 San Bernardino County Master Space Plan
 County of San Luis Obispo Facilities Conceptual Plan
 County of Santa Barbara Calle Real Master Plan
 Santa Clara County Strategic Facilities Master Plan
 Santa Cruz County Facilities Master Plan
 Sonoma County Comprehensive County Facilities Plan
 County of Santa Barbara Calle Real Master Plan
 Santa Cruz County Long Range Facilities Plan
 Stanislaus County Center II Site Assessment

STATE OF COLORADO

State of Colorado Area Health Education Centers On-Call
 University of Colorado, Boulder Koelbel Business School

STATE OF CALIFORNIA

Community College System (various)
 California State University System (various)
 California Department of Corrections and Rehabilitation Re-Entry Facility Site Assessments
 California Department of Motor Vehicles Strategic Facilities Plan
 University of California System (various)

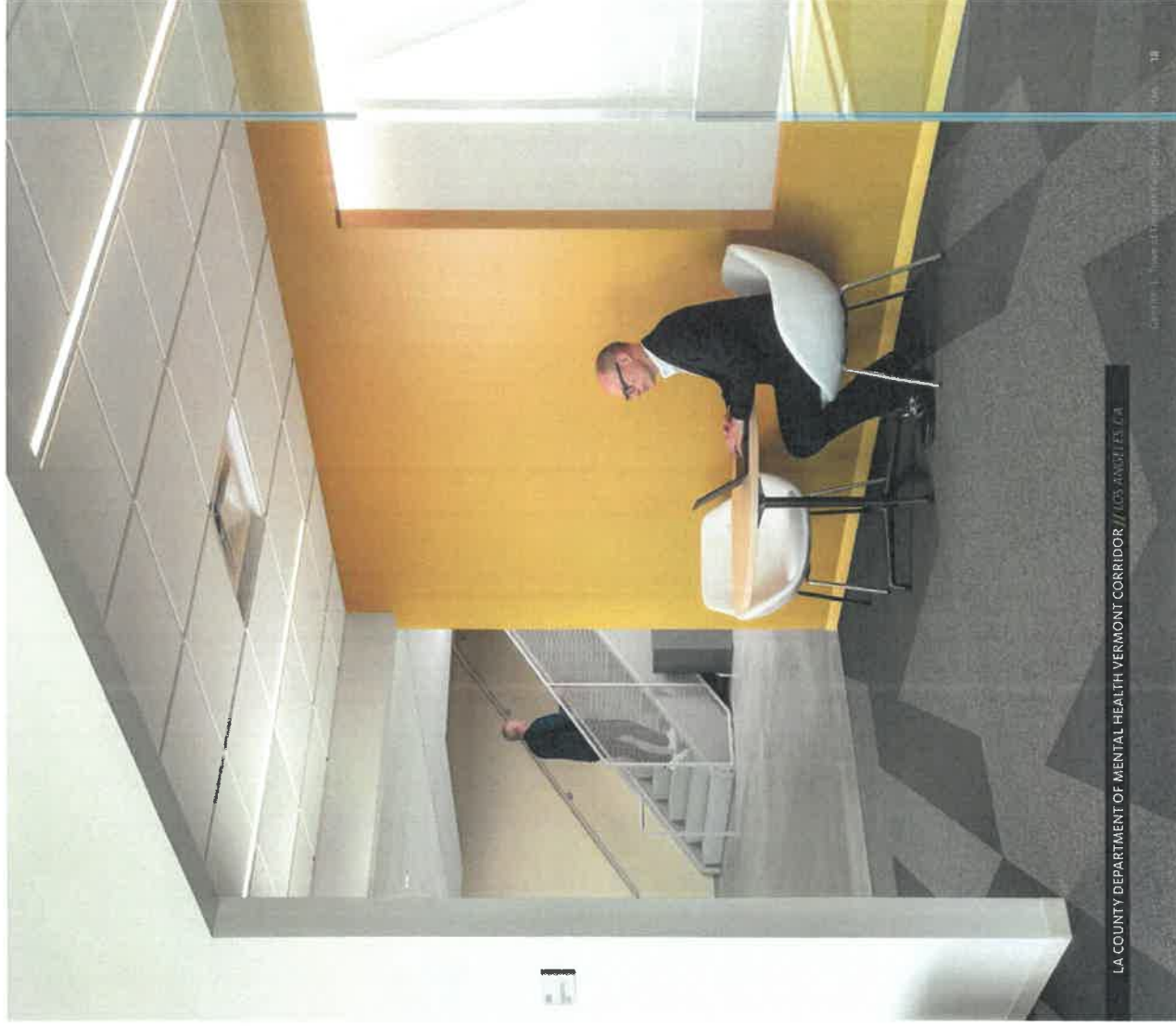
RECENTLY COMPLETED WORK

County of Contra Costa Facilities Master Plan
 Eric Angstadt, eric.angstadt@co.cccounty.us, 925.655.2042
 County of San Luis Obispo Conceptual Facilities Plan
 County of San Luis Obispo 1144 Monterey Street Site Assessment
 Cindy Treichler, ctreichler@co.slo.ca.us, 805.781.5207
 City & County of Denver - Denver Human Services Workplace Strategy
 Gabrielle Schuller, gabrielle.schuller@denvergov.org, 617.699.4806
 City of Aurora Municipal Campus Space Study
 Ely Watson, elwatson@auroragov.org, 303.739.7109
 Santa Cruz County Facilities Master Plan
 Santa Cruz County HSD Workplace Mobility Study
 Travis Cary, Travis.Cary@santacruzcounty.us, 831.454.2160
 Los Angeles County Department of Public Social Services Strategic Facilities Plan
 Andy Nguyen, andynguyen@dps.lacounty.gov, 626.569.1249
 County of Los Angeles Civic Center Facilities Master Plan
 County of Los Angeles Annelope Valley Facilities Master Plan
 Kelly Quinn, kquinn@co.lacounty.gov, 213.974.2318
 County of Santa Barbara Calle Real Master Plan
 Ashton Ellis, aellis@countyofoisb.org, 805.295.1683
 Stanislaus County Center II Site Assessment
 Patricia Thomas, thomasp@stancounty.com, 209.525.6333
 Los Angeles Unified School District Facility Needs Assessment
 Los Angeles Unified District Strategic Real Estate Assessment
 Al Grazioli, albert.grazioli@lausd.net, 213.241.6547

PROJECT ORGANIZATION

We believe there are two essential reasons for Gensler's success. One is the quality of the work we produce and the other is the quality of our people—our staff. Ultimately, our ability to meet the project objectives will depend upon the Gensler professionals who represent us and work with you on this project. Our proposed team has been carefully selected with your project requirements in mind.

We have assembled a team of expert strategists skilled in facility planning. We have also included long-standing consultant partners who will bring their specific technical expertise to the engagement. Each team member and firm selected meets or exceeds all the licensing requirements to perform work in Colorado. We have included all required team information including an organization chart, resumes with license details, roles and responsibilities, time allocations, and subconsultant information in section 4, Project Team.



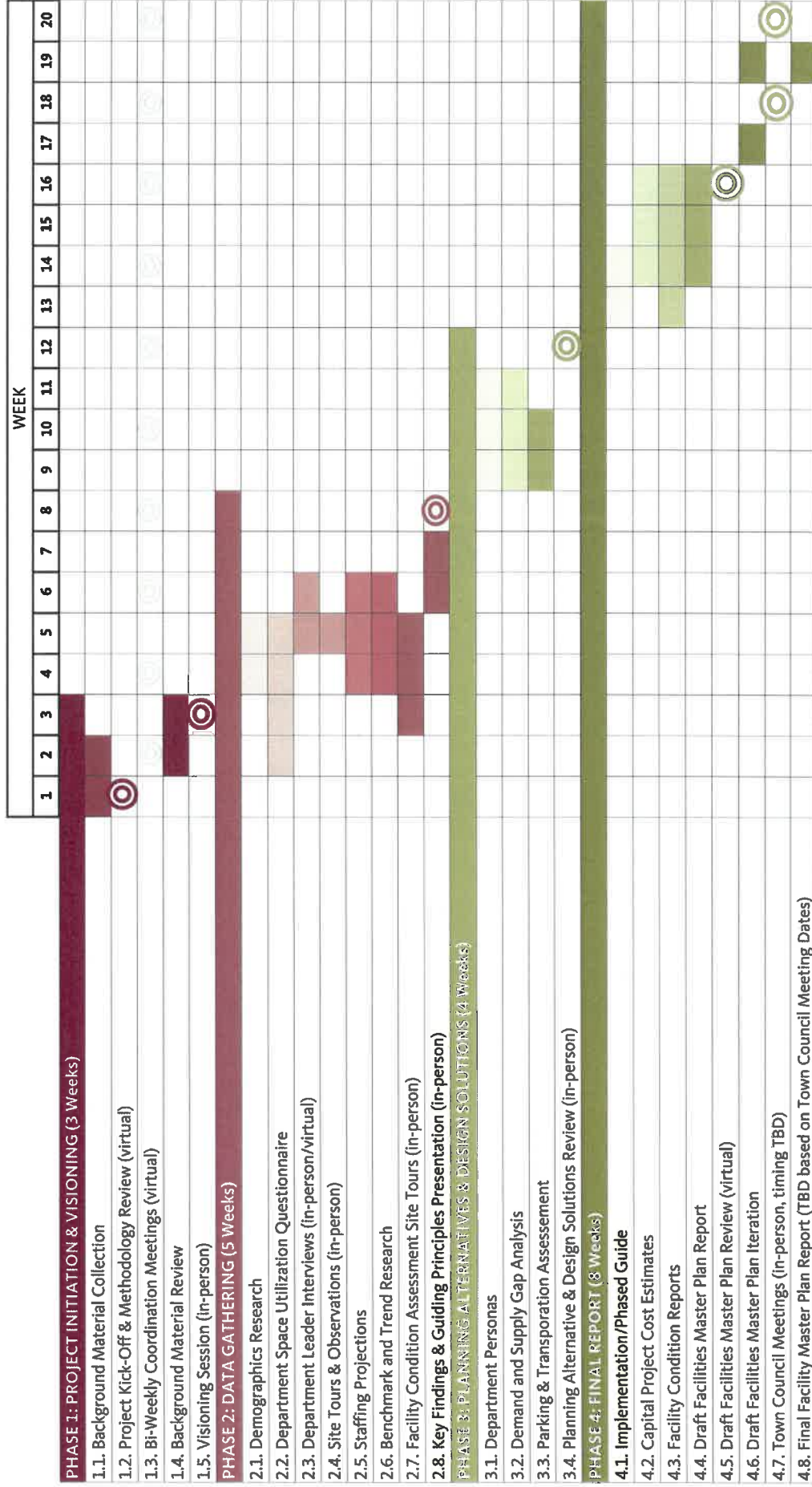
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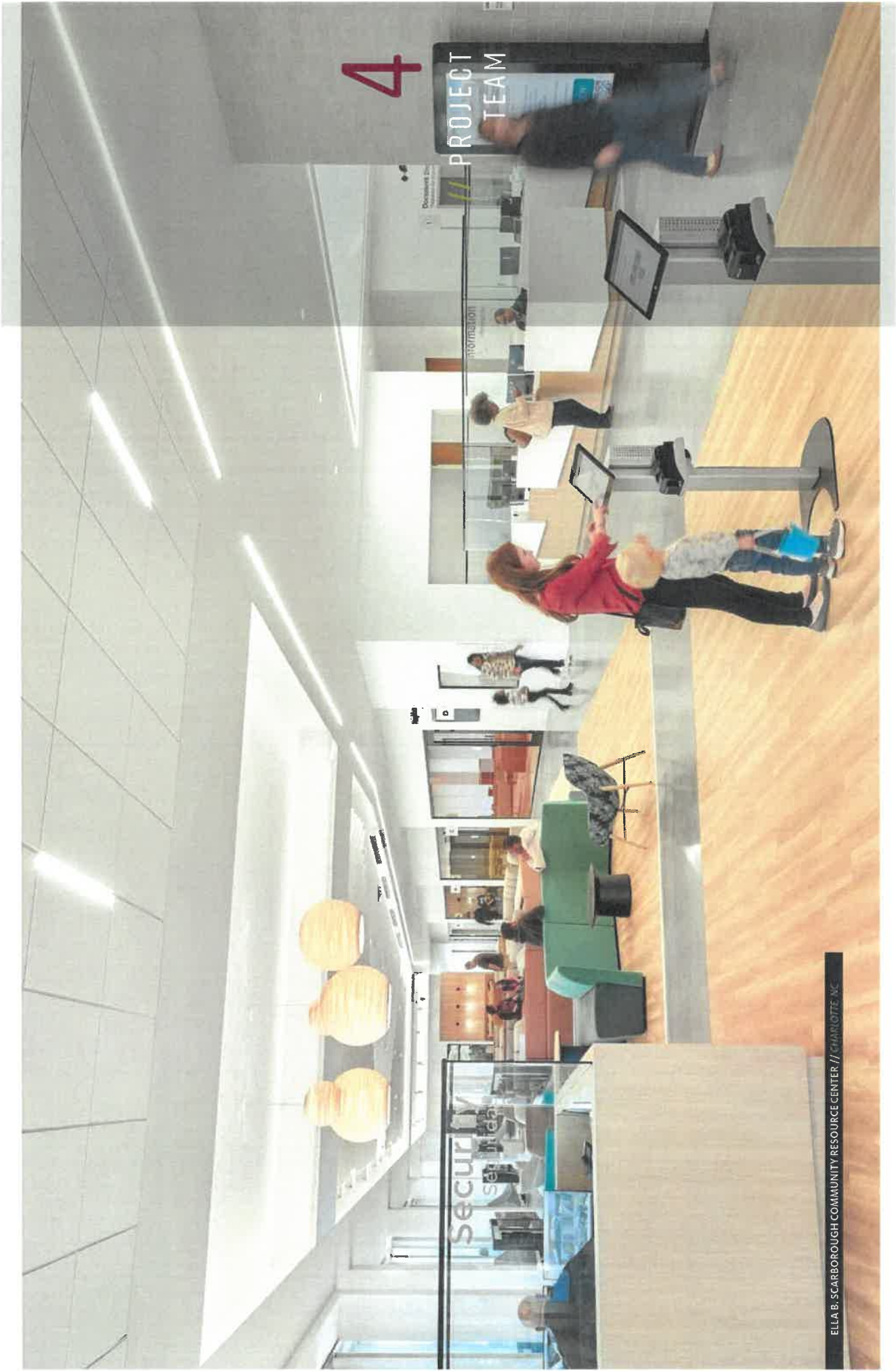
PROJECT SCHEDULE



DALLAS COUNTY RECORDS BUILDING RENOVATION & ADDITION // DALLAS, TX

PROJECT SCHEDULE





4

PROJECT
TEAM

ELLA B. SCARBOROUGH COMMUNITY RESOURCE CENTER // CHARLOTTE, NC

YOUR TEAM

Genster has programmed, planned, and designed facilities for public and private clients in Colorado and throughout the United States since its inception in 1965. We have crafted a team that is experienced in working with similar-sized municipalities, and brings a thoughtful perspective and knowledge from a variety of sectors. The core team will be focused on the Town of Timnath's unique needs and project requirements.

MICHELLE LIEBLING

As Principal in Charge, Michelle will provide leadership and oversight to the entire team, ensuring that the Town's master planning goals are being met. Michelle leads our Denver office and will be a local contact to both you as our client and the Genster team.

KELLY FLOYD

As the teams lead strategist based in Denver, Kelly will bring her significant master planning experience to the team as we collect and evaluate a robust set of data, engage with Town stakeholders, and evaluate opportunities for Town service delivery and its impact on department and real estate needs. Kelly will be the day-to-day contact and will work to ensure the optimum performance of the entire project team and the successful, on-time, on-budget completion of this project.

WES LEBLANC

Wes uses his background in economics to provide data analysis support to any Genster master planning project. He reviews trends in population, housing, and economic growth or our clients, helping us recommend appropriate future staffing and service space needs.

PAUL NATZKE

Paul will bring his 20 years of experience in leading complex municipal projects to the team to provide advice and general oversight as needed. He will also participate directly in key milestone meetings with Timnath.

BRUCE MAUNER

REPRESENTATIVE

Bruce brings over 30 years of experience for government, educational, and private sector clients to this project. He will lead the BV team in performing as-needed facility condition assessments for the Town of Timnath.

LUCAS STOVER

REPRESENTATIVE

Lucas' work will be instrumental as he develops master plan-level construction cost estimates. Cumming is a long-standing consultant partners, bringing expertise working with Genster on many previous municipal facility master plans.



MICHELLE LIEBLING
PRINCIPAL IN CHARGE



KELLY FLOYD
DESIGN STRATEGIST
CLIENT POINT OF CONTACT



WES LEBLANC
DATA ANALYTICS



PAUL NATZKE
STRATEGY ADVISOR

CONSULTANT TEAM



BRUCE MAUNER
FACILITY CONDITIONS ASSESSMENT
BUREAU VERTAS



LUCAS STOVER
COST ESTIMATOR
CUMMING



MICHELLE LIEBLING

NCIDQ, IIDA, LEED AP

Principal in Charge // Gensler

Estimated project involvement: 5-10%

Michelle brings unparalleled expertise in designing thoughtful and innovative work spaces in a wide range of project types including professional service, tech, hospitality, creative office, financial service, and product design.

Michelle is driven by a passion for helping clients engage their most valuable asset — their end users — through the creation of award-winning spaces that support and enrich their mission and the community. Michelle leads project teams that include clients, architects, interior designers, consulting engineers and contractors to develop and construct projects that set the standard for the design profession.

BACKGROUND

28 Years of Experience

Bachelor of Science, Interior Architecture, University of

Missouri-Columbia

NCIDQ Licensing Qualification

LEED Accredited Professional

IIDA Rocky Mountain Chapter Member

CoreNet Global Member



KELLY FLOYD

Associate AIA, LEED Green Associate

Strategist, Main Point of Contact // Gensler

Estimated project involvement: 40%

Kelly brings more than 18 years of user experience design projects with a focus on master planning, storytelling, behavioral change, strategic planning, and development of organizational culture.

Kelly utilizes the user-centric design process to lead large-scale, innovative projects. Her extensive work experience spans across several industries. She is energized by combining audience research, risk taking, cultural norms, and cultural change to find new ways to define the built environment and create place.

BACKGROUND

19 Years of Experience

Master of Fine Arts, Museum Exhibition Planning and Design,

University of the Arts

Master of Arts, Journalism, Ball State University

Bachelor of General Studies, Marketing, Ball State University

LEED Green Associate Member

American Institute of Architects, Associate Member

SELECTED EXPERIENCE

Adams County Facility Master Plan, Brighton, CO

Weid County Facilities Master Plan, Greeley, CO

Yavapai County Facilities Master Plan, Prescott, AZ

Woodward Future Workplace Strategy, Fort Collins, CO

Republic Services Workplace Strategy, Phoenix, AZ

Sierra Space Campus Master Plan, Cape Canaveral, FL

Aurora Workplace Strategy, Nashville, TN

Google Bay View Team Space Assessment, Mountain View, CA

Tri-State Space Consolidation Study, Westminster, CO

370 Interlocken Campus Program and Master Plan, Broomfield, CO

CBRE Chicago Suburban Consolidation, Oak Brook, IL

United Stationers Headquarters Relocation Study, Deerfield, IL

Northwestern University, Medill

Chicago, IL

San Francisco, CA

Northwestern Medicine Lake Forest Hospital, Lake Forest, IL

Denver Zoo Facility Master Plan, Denver, CO*

*Experience prior to Gensler

SELECTED EXPERIENCE

Tri-State Space Consolidation Study, Westminster, CO

Prologis Workplace Strategy, Denver, CO

Aurora Municipal Campus Space Study, Aurora, CO

Castro Building Workplace Strategy

Department of Human Services, Denver, CO

Wellington Webb Municipal Office Building

Workplace Strategy, Denver, CO

City and County of Denver Workplace Strategy,

Denver, CO

Alliance for Sustainable Colorado, Denver, CO

Community College of Denver, Denver, CO

Metropolitan State University, Backfill 51 Project,

Denver, CO

Newmont, Workplace Guidelines & Real Estate

Strategy, Denver, CO

Western Union Headquarters, Denver, CO

Woodward Workplace Guidelines

Auraria Campus, Denver, CO

Medtronic Innovation Campus, Lafayette, CO

Terumo BCT, Lakewood, CO

GSA Building 41, Workplace of the Future,

Denver, CO

Physician Health Partners Workplace Strategy

Denver, CO

GSA Building 53 Renovation, Denver, CO

Colorado Bar Association, Denver, CO

Junior Achievement Free Enterprise Center,

Greenwood Village, CO

Jewish Colorado, Denver, CO

Downtown Denver Partnership, Denver, CO



WES LEBLANG

Financial Analytics // Gensler

Estimated project involvement: 10%

Wes is an economist who employs real estate analysis, financial due diligence, and market assessments to help stakeholders interpret data and make meaningful project decisions.

He leads the Gensler Analytics group – a quantitatively focused team of professionals. Wes specializes in large, complex multidisciplinary projects. He has worked domestically and internationally, for real estate occupiers, developers and landowners, as well as conglomerates with ancillary landholdings and investments. Since joining Gensler he has completed more than 100 projects across more than 20 offices and five continents.

BACKGROUND

24 Years of Experience
Bachelor in Business Administration and Economics, St. Edward's University, Summa Cum Laude
International Comparative Political and Economic Systems (ICPES) Georgetown University
International Economics, Trade, and Finance, London School of Economics (LSE), England



PAUL NATZKE

Strategy Advisor // Gensler

Estimated project involvement: 5%

Paul's work focuses on exploring how real estate and facilities can better support organizational goals and workplace performance.

Since joining Gensler, Paul has successfully led many large, complex, multi-disciplined teams in real estate and workplace strategies for private and public sector entities.

Paul's work focuses on formulating alternatives that align an organization's real estate and facilities with its business plans. He facilitates the realization of goals pertinent to constituent service delivery, staff recruitment and retention, and the creation of community within and among organizations.

BACKGROUND

28 Years of Experience
Bachelor of Arts, University of California, Los Angeles

SELECTED EXPERIENCE

Adams County Facility Master Plan, Brighton, CO
Weld County Facilities Master Plan, Greeley, CO
Yavapai County Facilities Master Plan, Prescott, AZ
City of Aurora Campus Space Study, Aurora, CO
Contra Costa County Master Plan Services, Martinez, CA
County of San Luis Obispo
Facilities Master Plan, San Luis Obispo, CA
Downtown Master Plan, San Luis Obispo, CA
County of Santa Cruz
Long Range Facilities Master Plan, Santa Cruz, CA
Workplace Mobility Study, Watsonville, CA
County of Sonoma County Comprehensive Facilities Plan, Santa Rosa, CA
County of Santa Barbara Calle Real Master Plan, Santa Barbara, CA
County of Los Angeles
As-Needed Master Plan and Strategic Facilities Planning Consulting Services, Los Angeles, CA
Civic Center Master Plan, Los Angeles, CA
Department of Public Social Services Space Facility Master Plan, Los Angeles, CA
Health & Human Services Multi-Agency, Family Service Center Strategy, Los Angeles, CA
Rancho Los Amigos Campus Planning, Downey, CA
County of Alameda
Real Estate Master Plan, Oakland, CA
Social Services Agency, Alameda, CA
County of Marin, Real Estate Strategy
County of Monterey, Real Estate Strategy
County of Orange, Real Estate and Workplace Strategy
County of San Bernardino, Real Estate Strategy



BRUCE MAUNER

Facility Conditions Assessment // Bureau Veritas

Bruce is a Senior Project Manager with over 30 years of experience for government, educational, and private sector clients.

He supervises teams of architects, engineers, and facility professionals in conducting facility condition assessments, physical needs assessments and energy audits. As Senior Project Manager, he will lead Bureau Veritas' onsite efforts for the clients' project.

BACKGROUND

30+ Years of Experience
Bachelor of Science, Architecture, California Polytechnic State University

SELECTED EXPERIENCE

Weid County Facility Condition Assessment, Greeley, CO
Contra Costa County Facility Condition Assessment and ADA Assessment, Martinez, CA
State of Utah Facility Condition Assessment, Various Sites
University of Utah Facility Condition Assessment, Various Sites
Beaver County School District Facility Condition Assessment, Beaver County, UT
South Summit School District Facility Condition Assessment, Kamas, UT
Las Vegas Convention Center Facility Condition Assessment, Las Vegas, NV
City of Palo Alto Facility Condition Assessment, Palo Alto, CA
City of Fresno Facility Condition Assessment, Fresno, CA
City of Cudahy Facility Condition Assessment, Cudahy, CA
Riverside County Facility Condition Assessment, Riverside County, CA
Santa Clara Unified School District Facility Condition Assessment, Santa Clara County, CA
Sweetwater Authority Facility Condition Assessment, Chula Vista, CA



LUCAS STOVER

Cost Estimator // Cumming

Lucas is a highly skilled cost management professional with a background in Civil Engineering

Since joining Cumming in 2015, he has successfully managed teams of various sizes on projects ranging from \$50,000 to \$2 billion. He has managed projects from conceptual design through construction and project closeout. He puts a strong focus on making sure all cost management deliverables are provided promptly and accurately.

BACKGROUND

9 Years of Experience
Bachelor of Science, Civil Engineering California Polytechnic State University, San Luis Obispo

SELECTED EXPERIENCE

City of Aurora, Metro Center Parcel B Mixed-Use Development Infrastructure Site Plan, Aurora, CO
City of Fort Collins, New North Transit Center Options, Fort Collins, CO
City of Fort Collins, New Water Quality Lab/Office Site Concepts Study, Fort Collins, CO
GSA Federal Building, New Ice Core/Freezer Storage Facility & Office/Support Reno, Lakewood, CO
State of Colorado, Capital Complex Buildings Renovations to Achieve LEED Certification, Denver, CO
The Point of the Mountain State Land Authority, Site Development, Lehi, UT
Lawrence Berkeley National Lab, New Integrative Genomics Building Change Order Review, Berkeley, CA
Lawrence Berkeley Nat'l Lab, New Integrative Genomics Bldg. with Wet/Dry Labs-Data Center-Offices, Berkeley, CA
National Institute of Standards and Technology, New Research Bldgs. A & B and Parking Garage Prog. of Requirements, Boulder, CO
Nusano, New Health Tech Manufacturing Facility, Salt Lake City, UT
SLAC National Accelerator Laboratory, New Photon Science Lab Building - Independent Estimates, Menlo Park, CA
East Bay Municipal Utility District, Administration Bldgs. HVAC System Upgrade, Oakland, CA

CONSULTANTS

Our project team consists of consultants whom we've developed strong working relationships with over multiple projects and years.



("Bureau Veritas" or "BVITA") is a professional service consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 700 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

Bureau Veritas' recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. The firm's core of architectural, engineering, construction, environmental, and seismic expertise forms the foundation on which the company teams with clients to create and implement facility management solutions. Our solutions include implementation of web-based portfolio management platforms, to traditional property assessments required for due diligence.



Cumming Management Group, Inc. (Cumming Group) is a privately held corporation founded in California in 1996. Cumming Group is a leader in providing project consulting services to the A/E/C industry, including cost and project management, planning and scheduling, and construction dispute resolution. Cumming Group has grown to more than 2,000 team members within 50+ offices globally – including many of the brightest minds in the industry. Cumming Group is passionate about helping its clients execute large scale, complex projects on-time and within budget. Services are specifically tailored to each client's needs and add meaningful value at every step of a project's development. Drawing on deep expertise in the communities and sectors they serve, Cumming Group anticipates and solves problems, delivers solutions, and drives results.

Our strength and capabilities in providing project management services is evidenced by our ranking among the nation's top project and construction management firms. For the past 10 years, Cumming has consistently ranked in the top 50 on Engineering News-Record's listing of the Top 100 CM-for-Fee Firms in the country.

Additionally, Cumming's cost group is one of the largest providers of cost estimating and management services in the U.S., including a skilled team of in-house MEP cost specialists. Cumming works on more than 400 estimates each month, delivering unparalleled experience in this discipline. Core cost management services include budgeting, milestone cost estimating, value analysis, cost validation, peer review, and change order evaluation.

Cumming also provides scheduling services from strategic planning through contract completion and forensics. Each schedule contains project tasks, task interrelationships, milestones, and intermediate and final project deliverables. When it comes to evaluating project phasing, understanding the process and impacts of construction is as important as quantifying the elements of construction. Looking at the project from an owner's perspective is also crucial, and Cumming's team of schedulers are highly skilled and trained to successfully meet project goals.

Cumulatively, Cumming's project experience includes the completion of tens of thousands of assignments worth more than \$100 billion in construction value.

SHARED EXPERIENCE

Gensler and Bureau Veritas (BV) have been partnering on projects in Colorado and California since 2020, and with Cumming on more than 100 projects since 2004, including projects for government and public entities.

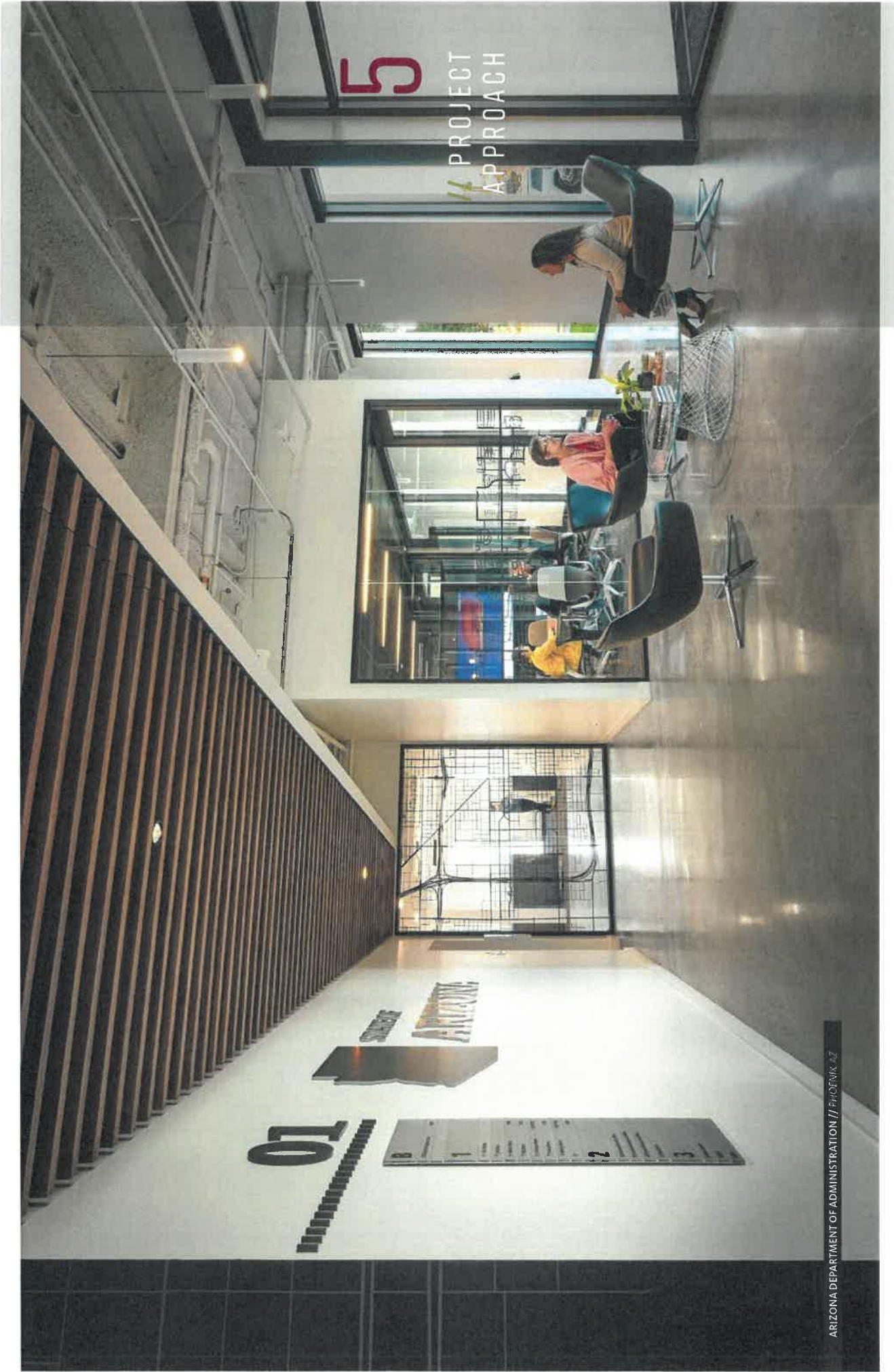
GENSLER + BV

- Weld County Facilities Master Plan
- Adams County Facilities Master Plan
- Aurora Municipal Campus Space Study
- Contra Costa County Facilities Master Plan
- Napa County Facilities Master Plan
- Yavapai County Facilities Master Plan

GENSLER + CUMMING

Select Projects:

- Los Angeles County Facilities Master Plan
- Los Angeles County DPSS Strategic Master Plan
- City of San Clemente Space Needs
- County of Sonoma Comprehensive Facilities Plan
- Santa Clara County Civic Center Master Plan
- Santa Clara County Silver Creek Campus Programming
- Santa Clara County Tasman Campus Programming
- Eastvale Civic Master Plan
- UC Davis Health Master Plan
- East Santa Clara Street Master Plan
- Los Angeles County, Rancho Los Amigos South Campus Planning
- Los Angeles County Harriman Building Renovation
- City of Irvine Police Department Extension
- Port of Long Beach Administration Building and Maintenance Facility
- Reno Tahoe International Airport Concourse Redevelopment
- University of Colorado, Boulder Business & Engineering School
- UCLA Athletic Master Plan & Basketball Training Facility
- UCLA Feasibility Study
- San Jose State University Athletic Master Plan
- Merced College Student Housing Feasibility



TO

ARIZONA

PROJECT APPROACH

5

PROJECT PLAN

A successful master plan creates a compelling vision coupled with a thoughtful strategy to meet an organization's needs. Master plans provide organizations with road maps to create meaningful and memorable places. Gensler's approach to this project will draw upon our team's collective experience in facility master planning for our government clients. The end goal is to create an inspiring, agile, and efficient facilities master plan in support of the Town of Timnath's higher vision.

OUR PLANNING PHILOSOPHY

Our team's planning and design philosophy is integral to, and complementary with, our client service philosophy. We take the time to know and understand our clients so that our planning recommendations are never off-the-shelf but rather client- and project-specific solutions that respond to the aspirations and needs of each individual client.

OUR APPROACH

At Gensler, we treat every project as a design opportunity to address a unique set of challenges with creative responses. Our planning solutions evolve from a rigorous inquiry process into the specifics of location, adjacencies, programmatic needs, and user functionality. The participatory process paired with a clear decision-making hierarchy is key to keeping the master planning effort on track.

In the first phase, Gensler will work with the internal project team to confirm the goals of the project, and the data gathering methodology and activities. These activities in phase two include projecting future population and employee headcount, growth, gathering quantitative space utilization information from each department through a questionnaire, interviewing department leaders to understand department adjacencies and space pain points, site tours, and benchmarking against other projects from similar organizations Gensler has recently completed. In this case, our recent facility master planning work with several city and county clients will provide the Town with the latest trends in workplace design for government entities.

During the Key Findings and Guiding Principles presentation, Gensler will share what has been learned and recommendations for decision-making filters moving forward. This moment is intended to confirm where the Town is and what guiding statements will help guide deciding what needs to be different.

Planning alternatives and design solutions will be developed and shared for feedback in phase three, and a project schedule and implementation plan will be created in phase four, based on decisions made in phase four. Cumming will provide estimates for hard and soft costs in phase four, that will be folded into the facilities master plan. Once the draft facilities master plan has been reviewed by the Town's project team, Town Council presentations for plan adoption will be supported.

TEAM ORGANIZATION

The project will be led by Gensler's point-of-contact and lead strategist, Kelly Floyd, who will be the day-to-day contact responsible for visioning, data gathering, and final recommendations. Michelle Liebling, Paul Natzke, and Wes LeBlanc bring years of experience in space planning and programming, and data analytics to support Kelly's strategic efforts, and our partners at Cumming and Bureau Veritas will provide their expertise in cost estimating and facility condition assessments, respectively.



PROJECT PLAN

SAMPLE WORK PLAN AND SERVICES DELIVERY PROCESS

	3 WEEKS	5 WEEKS	4 WEEKS	8 WEEKS
	<p>PHASE 1 PROJECT INITIATION & VISION</p> 	<p>PHASE 2 DATA GATHERING</p> 	<p>PHASE 3 PLANNING ALTERNATIVES & DESIGN SOLUTIONS</p> 	<p>PHASE 4 FINAL REPORT</p> 
	THIS IS WHERE WE ARE		THIS IS WHAT WE WANT TO BE	THIS IS HOW WE GET THERE
PROCESS, ACTIVITIES, & WORKFLOW	<p>PROJECT LOGISTICS</p> <ul style="list-style-type: none"> Confirm data gathering methodology Align project schedule to expectations Project kick-off <p>TEAM IMMERSION</p> <ul style="list-style-type: none"> Review background materials, eg. existing floor plans and space programming documents occupancy data, headcount data, HR policies, etc. Develop project goals and vision 	<p>DATA GATHERING</p> <ul style="list-style-type: none"> Provide department space utilization questionnaire to department leaders Conduct department leader interviews Tour facilities and make space utilization observations Project future staffing counts based on hiring trends and interviews Facility condition assessments 	<p>DATA ANALYSIS</p> <ul style="list-style-type: none"> Develop department personas including current and future space use, headcount growth projections, adjacencies, etc. Analyze space demand and supply Analyze parking, ADA, and transportation Develop planning alternatives and design solutions that solve project goals and present options for project implementation prioritization 	<p>MASTER PLAN DEVELOPMENT</p> <ul style="list-style-type: none"> Develop phased implementation plan Gather final construction cost estimates and deferred maintenance costs Compile all information into draft report for review Complete final report based on feedback Summarize overall conditions of each facility, assign FCI score, provide comparison baseline cost estimates
MEETING/ WORKSHOP	<ul style="list-style-type: none"> Bi-Weekly Coordination Meetings Project Kick-Off & Methodology Review Visioning Session 	<ul style="list-style-type: none"> Bi-Weekly Coordination Meetings Key Findings & Guiding Principles Presentation 	<ul style="list-style-type: none"> Bi-Weekly Coordination Meetings Planning Alternatives & Design Solutions Review 	<ul style="list-style-type: none"> Bi-Weekly Coordination Meetings Review of Draft Facilities Master Plan Up to (2) Town Council Meetings

SCOPE OF SERVICES

Our approach to this project follows a conversational flow intended to uncover the Town of Timnath's existing situation, what the Town would like to be different, and how this project supports the Town in getting there. This conversation unfolds over four phases—Project Initiation and Visioning, Data Gathering and Analysis, Planning Alternative and Design Solutions, and delivery of the Final Report.

PHASE 1: PROJECT INITIATION & VISIONING

The first phase provides our team an opportunity to get to know one another, set the methodology to guide the project, and for the Town of Timnath to share its organizational vision for the future with the project team.

1.1. BACKGROUND MATERIAL COLLECTION (Town of Timnath)

Working with the Town's Project Lead, Gensler will provide a list of relevant background materials and critical data for review and use throughout the project. Materials could include department headcount projections, exhaust data to analyze space utilization (badge, WIFI or other), existing floor plans, existing remote work policies and occupancy data, technology use and infrastructure, other department or strategic master plans, etc.

1.2. PROJECT KICK-OFF & METHODOLOGY REVIEW MEETING (virtual)

The Kick-off Meeting with the Project Lead is intended to confirm the project approach, schedule, methodology, communication protocols, review background materials collected for follow-up, and define any other logistical needs for the project.

Deliverable(s): 30-minute virtual meeting, meeting notes

1.3. BI-WEEKLY COORDINATION MEETINGS (virtual)

Gensler's point-of-contact will meet bi-weekly with the Town's Project Lead and other invited stakeholders to confirm coordination efforts, direct inquiries, and collaboratively manage the project process throughout its life cycle.

Deliverable(s): weekly 30-minute virtual meetings, meeting notes

1.4. BACKGROUND MATERIAL REVIEW

The Gensler team will review all materials provided by the Town to prepare for the data gathering phase.

1.5. VISIONING SESSION (in-person)

The Gensler team will facilitate a 60-minute in-person visioning session with Town stakeholders to discuss current space issues, opportunities, and pain points, and to confirm the goals and objectives of the project. This is an opportunity for stakeholders to share space challenges, constraints to future space usage, and expectations for the future real estate portfolio with the consultant team.

Deliverable(s): 60-minute in-person workshop, workshop notes

PHASE 2: DATA GATHERING & ANALYSIS

During the data gathering phase, the consultant team will collect all necessary quantitative and qualitative data that provides insight into needs, wants, opportunities, challenges, and organizational structure to guide master plan option development and recommendations.

2.1. DEMOGRAPHICS RESEARCH

Gensler will collect and evaluate data on the Town's population, expected growth trends, and demographics. Gensler will present these findings on trends and impacts affecting the distribution of services during the Key Findings presentation.

2.2. DEPARTMENT SPACE UTILIZATION QUESTIONNAIRE

Gensler will provide a questionnaire providing quantitative data on space usage to be answered by department representatives who are well versed in their respective space and facilities, and potential future headcount growth.

2.3. DEPARTMENT LEADER INTERVIEWS (in-person/virtual)

Once the questionnaires are completed and returned, Gensler will conduct up to (15) interviews with key department leaders. The intent of the interviews is to review the completed survey forms, discuss high-level space needs, workforce strategies being employed, current work schedules, and adjacencies best suited for each department.

2.4. SITE TOURS & OBSERVATIONS (in-person)

Gensler will visit each of the three facilities and three vacant land parcels in scope. During the site tours, Gensler will validate layout efficiencies, suitability for the current user, vacancies, overcrowding, workarounds, general occupancy patterns, parking, and complete visual ADA observations of exterior entrances, workspaces, common areas, and public facilities.

2.5. STAFFING PROJECTIONS

Gensler will study past and current Town staffing and employment trends and develop a report with five- and ten-year projections. The report and related projections will build on inputs from tasks 2.1, 2.2, and 2.3, and formulate the basis for the space demand and gap analysis activities in future project phases.

2.6. BENCHMARKING & TREND RESEARCH

The Gensler team will gather and develop content sharing recent, relevant design trend research and best practice benchmarking data for similar, recent projects.

2.7. FACILITY CONDITION ASSESSMENT SITE TOURS (in-person)

Bureau Veritas will conduct site visits at each of the three Town-owned properties and complete a comprehensive assessment of the building, building systems, and infrastructure following ASTM E2018-15 Standard Guide for Property Condition Assessments. The present condition of all physical assets including grounds, facilities, and infrastructure will be documented.

2.8. KEY FINDINGS & GUIDING PRINCIPLES PRESENTATION (in-person)

Gensler will present our findings from the data gathering phase and proposed project decision-making filters, known as the project's guiding principles. The meeting will focus on the current supply of facilities, the demand for space based on our surveys and interviews, and the gap between supply and demand, expressed as facility needs. Input from the Town during this meeting will help our team begin to formulate planning scenarios in the next phase.

Deliverable(s): 60-minute in-person presentation, presentation notes

SCOPE OF SERVICES

PHASE 3: PLANNING ALTERNATIVES & DESIGN SOLUTIONS

Gensler will prepare planning alternatives and design solutions to optimize distribution of Town services and utilization of space.

3.1. DEPARTMENT PERSONAS

Based on the information gathered from the space utilization questionnaire, department leader interviews, staffing projections, and demographics research, Gensler will develop department personas that provide an overview of department specific information gathered informing recommendations.

3.2 PLANNING ALTERNATIVES

Gensler will conduct a statistical analysis of current and future space demand drivers and develop recommendations for department locations, adjacencies, and projected square footage needs. Gensler will outline the gaps between the existing supply of facilities and the demands for space dictated by department operations and growth.

3.3. ADA, PARKING & TRANSPORTATION ANALYSIS

To analyze future parking requirements, Gensler will utilize current parking codes, employee headcount, any fleet parking requirements, and visitor parking requirements (where warranted) to analyze and determine facility-specific parking needs. We will factor in any potential hybrid work policies that may reduce the need for onsite parking.

3.4. PLANNING ALTERNATIVE & DESIGN SOLUTIONS REVIEW (in-person)

Gensler will present the planning alternatives and design solutions in a 90-minute in-person presentation for review and feedback. The Town will decide between any options provided to guide development of the final report.
Deliverable(s): 90-minute in-person presentation, presentation notes

PHASE 4: FINAL REPORT

Gensler will modify the chosen alternatives as requested and present the final flow of interventions as a phased, 10-year implementation plan. Based on this plan, rough order of magnitude construction costs will be provided, along with cost reduction options.

4.1. IMPLEMENTATION/PHASED GUIDE

Gensler will provide a recommended sequencing of projects that indicates predecessor/successor relationships and prioritize based on department and Town growth.

4.2. CAPITAL PROJECT COST ESTIMATES

Gensler will provide rough order of magnitude estimates for hard and soft costs for each capital project within the implementation/ phased guide. This could include costs for site location, existing site conditions, quality level desired by owner, and programmed square footage. We would also look for special conditions that may affect cost, such as availability of skilled manpower; in proposed construction locale, special security requirements, anticipated adverse weather conditions, cost escalation, specific codes, and standards compliance.

4.3. FACILITY CONDITION REPORTS

Bureau Veritas will provide the Town with Facility Condition Reports for each of the (3) Town-owned properties. The reports will include recommendations for all deficiencies and cost estimates for corrections, establish anticipated renewal and replacement costs for various systems and components, and calculate Current Replacement Value and Facility Condition Index for each facility.

4.4. DRAFT FACILITIES MASTER PLAN REPORT

Gensler will collate all information into a Draft Facilities Master Plan Report ("Draft Report") for the Town's review. The report will address, among other items, the following:

- Contextual analysis and summary of outcomes from data gathering activities;
- Recommendations for the future of each facility in scope;
- A proposed implementation plan;
- Scope description for each project within the plan; and,
- An estimate of probable costs for capital and deferred maintenance projects.

Deliverable: (1) printed and bound color copy, electronic copy

4.5. DRAFT FACILITIES MASTER PLAN REVIEW (virtual)

Gensler will meet with the Town to review the draft facility master plan report, prior to Town Council presentation.

4.6. DRAFT FACILITIES MASTER PLAN ITERATION

Gensler will iterate the draft facilities master plan based on feedback.

4.7. UP TO (2) TOWN COUNCIL MEETINGS (in-person)

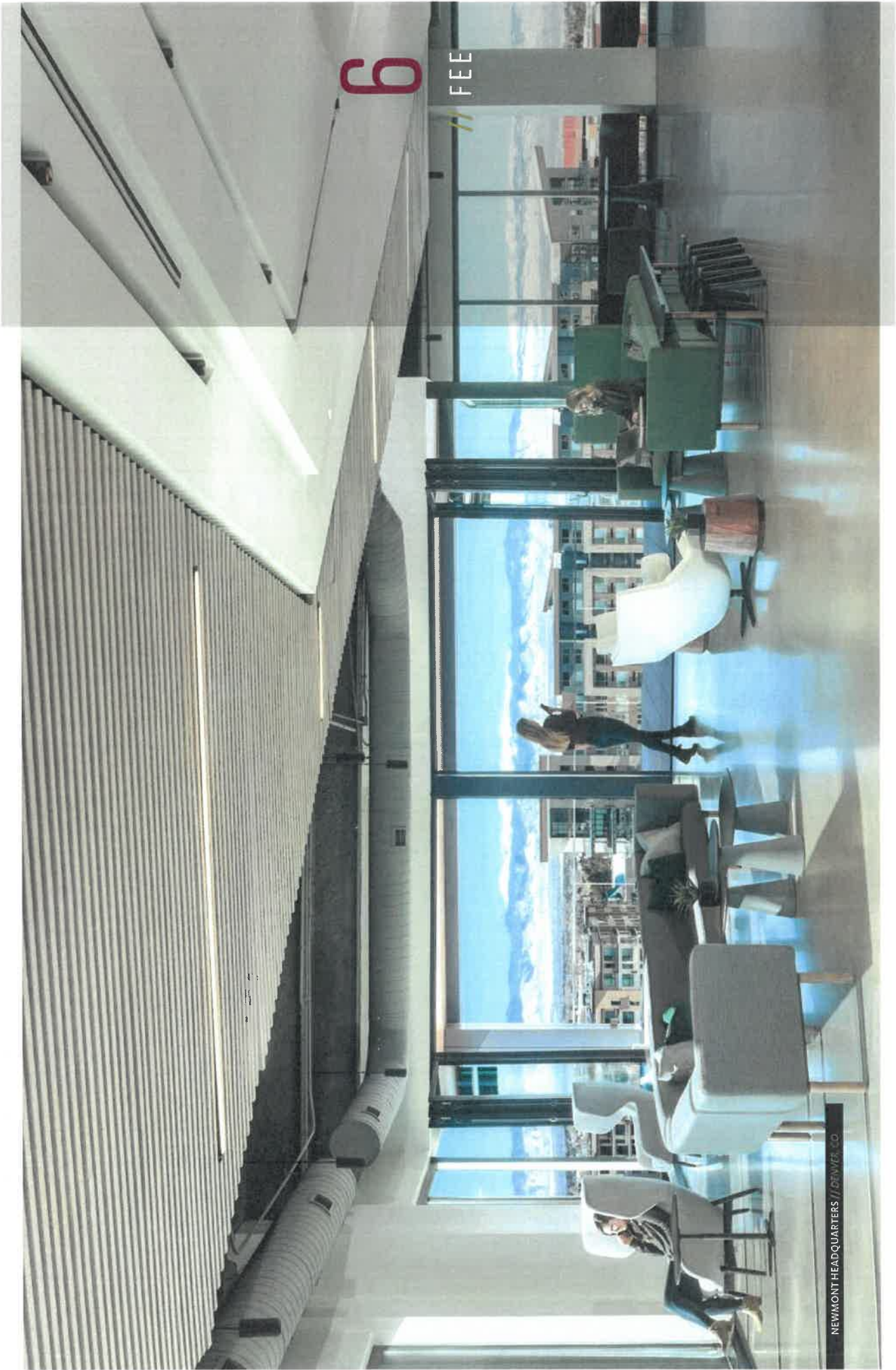
Gensler will participate and support the Town internal facility team in presenting the facility master plan at up to (2) town council meetings.

Deliverable: in-person participation in up to (2) Town Council meetings, (1) printed copy and electronic version of the Executive Summary

4.8. FINAL FACILITY MASTER PLAN REPORT

Gensler will revise the Draft Report to include all feedback and comments gathered at presentations and provide a Final Facilities Master Plan ("Final Report").

Deliverable: (5) printed and bound color copies, electronic copy



6

FEE

FEE

FACILITIES MASTER PLAN FEES

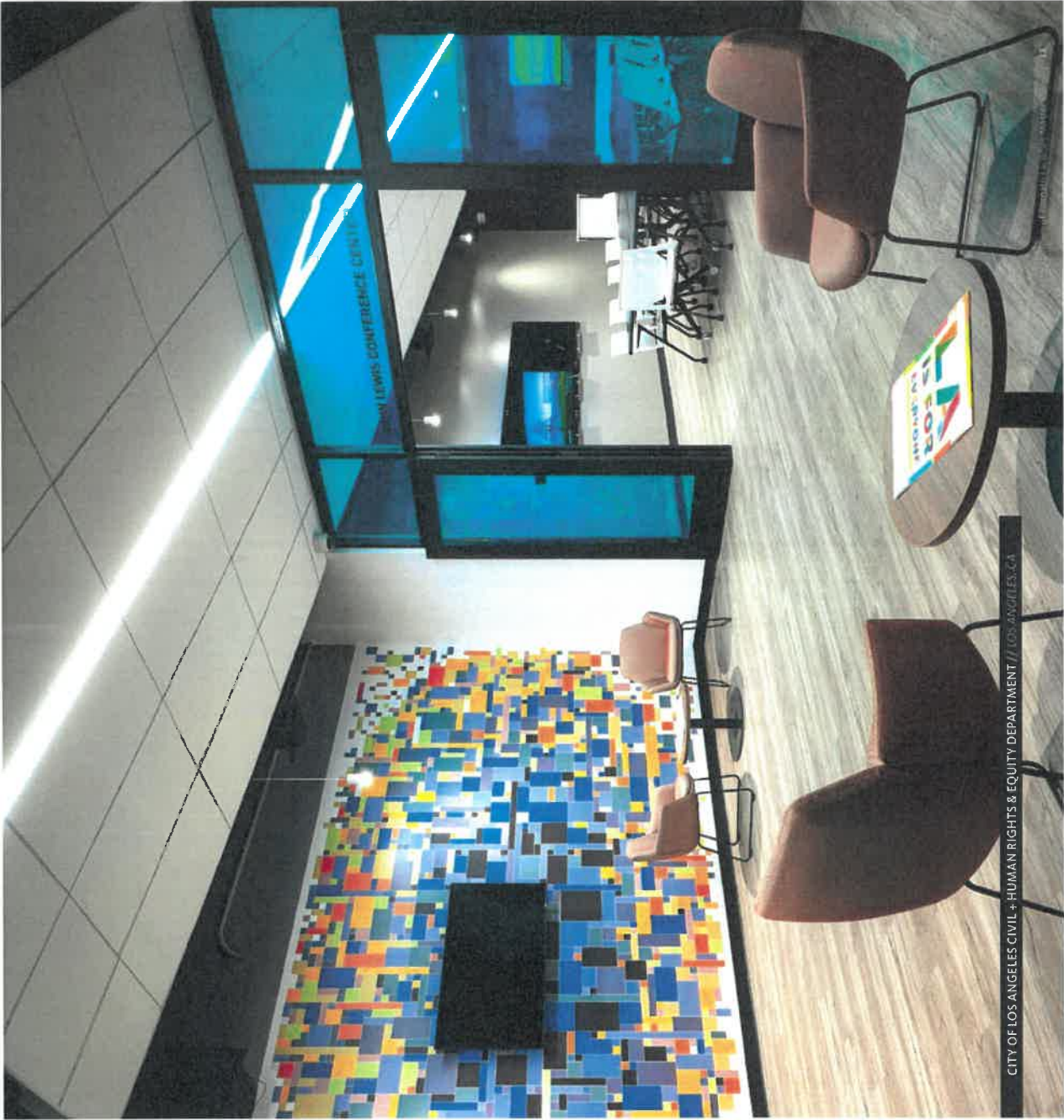
FEES BY PHASE	
Phase 1: Project Initiation & Visioning	\$8,000
Phase 2: Data Gathering & Analysis	\$49,500
Phase 3: Planning Alternatives & Design Solutions	\$26,500
Phase 4: Final Report	\$39,500
FACILITIES MASTER PLAN TOTAL	\$123,500

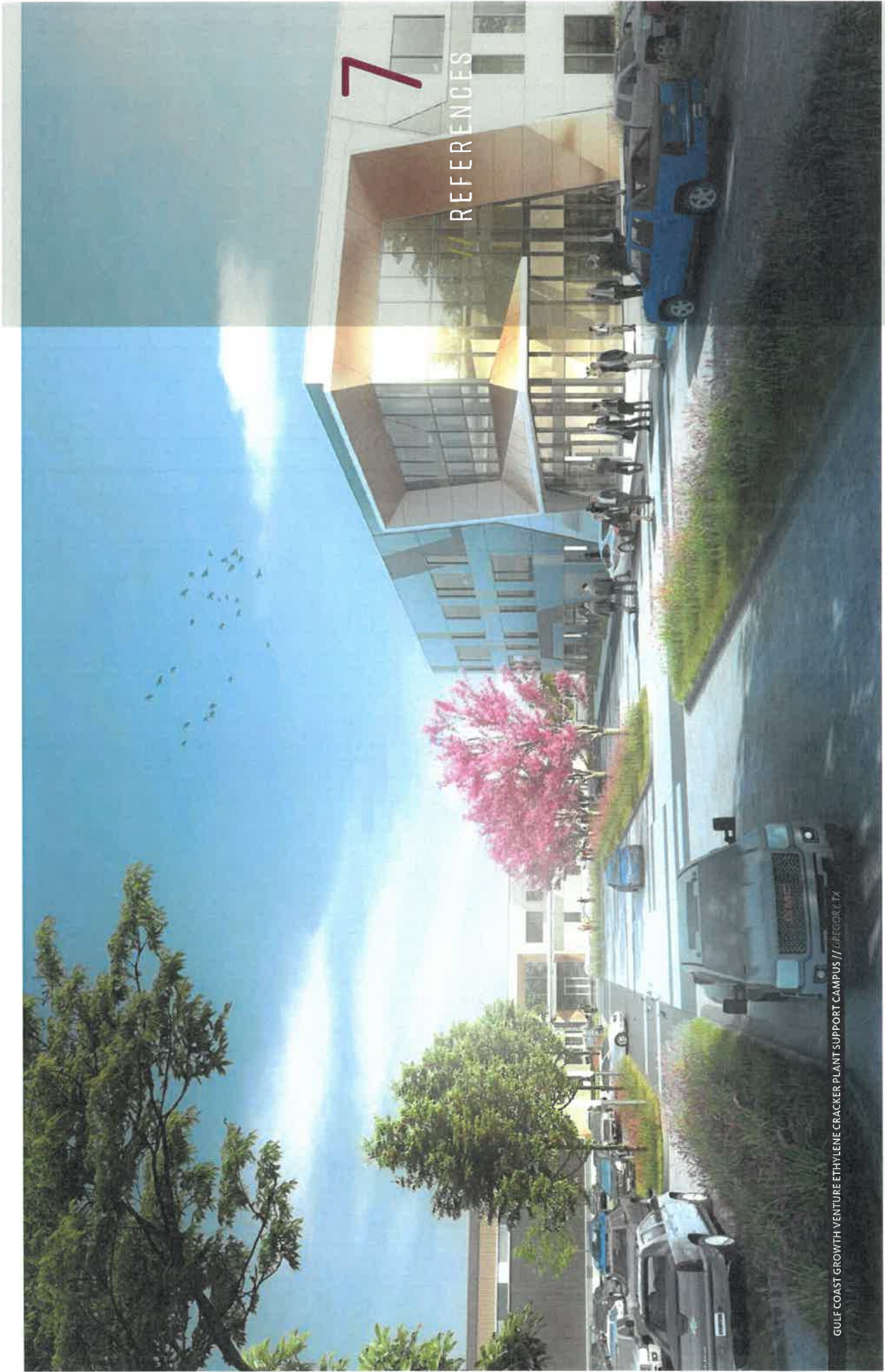
The fees outlined above are inclusive of the Facilities Space Study (\$114,500) and Facilities Condition Assessment (\$9,000) services as outlined in the scope of work, and all reimbursable expenses for the total of \$123,500 as indicated above.

GENSLER HOURLY BILLING RATES

Principal	\$275 - \$375
Project Director	\$200 - \$325
Senior Project Manager / Senior Designer	\$175 - \$250
Senior Project Architect / Technical Director	\$175 - \$250
Project Manager	\$150 - \$225
Design Strategist/Project Architect/Designer/Job Captain	\$125 - \$200
Graphic Designers	\$125 - \$225
Draftsperson/Junior Designer	\$100 - \$150
Intern/Administrative Support	\$100 - \$125

Additional services outside of the identified scope of work will utilize the hourly rates identified above. Costs for deliverables such as renderings will be determined based on the detailed information provided by the client.





7

REFERENCES

GULF COAST GROWTH VENTURE ETHYLENE CRACKER PLANT SUPPORT CAMPUS // GREGORY, TX

REFERENCES

ADAMS COUNTY

Cyndi Stringham
Manager, Planning, Design & Construction
p: 303.637.8009
e: cstringham@adcogov.org

WELD COUNTY

Curtis Naibauer
Deputy Director, Facilities
p: 970.400.2027
e: cnaibauer@weldgov.com

CITY OF AURORA

Ely Watson
Business Services Manager
p: 303.739.7109
e: elwatson@auroragov.org



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Las Vegas
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Los Angeles
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Minneapolis

Morristown
Munich
Nashville
New York
Newport Beach
Oakland
Paris
Philadelphia
Phoenix
Portland
Raleigh-Durham
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Washington DC

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Gensler

EXHIBIT A-1
CONTRACTOR'S COMPLETED W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
M. Arthur Gensler Jr. & Associates, Inc

2 Business name/disregarded entity name, if different from above
Gensler

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
File 57109 Los Angeles,

6 City, state, and ZIP code
Los Angeles, California 90074-7109

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
9	4	-	1	6	6	3	3	0	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Lula H* Date ▶ **01/06/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT B

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages;
 - e. medical payments;
 - f. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

***This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. Intentionally omitted.
5. Intentionally omitted.

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

3/1/2025

DATE (MM/DD/YYYY)
2/28/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Zurich American Insurance Company</td> <td style="border: none; text-align: right;">16535</td> </tr> <tr> <td style="border: none;">INSURER B : Travelers Property Casualty Company of America</td> <td style="border: none; text-align: right;">25674</td> </tr> <tr> <td style="border: none;">INSURER C : Lloyds of London</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D : American Guarantee and Liab. Ins. Co.</td> <td style="border: none; text-align: right;">26247</td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Lloyds of London		INSURER D : American Guarantee and Liab. Ins. Co.	26247	INSURER E :		INSURER F :	
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INSURER D : American Guarantee and Liab. Ins. Co.	26247														
INSURER E :															
INSURER F :															
INSURED 1312773 GENSLE 500 SOUTH FIGUEROA STREET LOS ANGELES CA 90071 DENVER															

COVERAGES * CERTIFICATE NUMBER: 12661078 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0081063	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP3707221	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-0T141080	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0081062	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2400176	4/1/2024	4/1/2025	\$3,000,000 PER CLAIM/\$3,000,000 AGGREGATE

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

CERTIFICATE HOLDER

CANCELLATION

12661078 GENSLE 1225 17TH STREET DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

M. ARTHUR GENSLER, JR. AND ASSOCIATES, INC.

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19881085463.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/25/2024 that have been posted, and by documents delivered to this office
electronically through 03/27/2024 @ 08:53:54.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/27/2024 @ 08:53:54 in accordance with applicable law.
This certificate is assigned Confirmation Number 15885775.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."