

## ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT

[Denver Police District 6 Renovation Project - Contract Number 202474552]

**THIS ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT** (the "Agreement") is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **ROTH SHEPPARD ARCHITECTS, LLP**, a Colorado Limited Liability Partnership (the "Design Consultant" or "Consultant"), whose address is 1900 Wazee Street, Denver, CO 80202 (the Design Consultant and the City are sometimes referred to herein collectively as the "Parties" or each individually as a "Party").

### RECITALS:

1. The City, through its Department of Transportation and Infrastructure ("DOTI"), seeks "readily available" professional architectural and engineering design services and related technical services to support the Denver Police District 6 ("DPD 6") Renovation Project at 1566 North Washington Street, Denver, CO (the "Project").

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

3. In response to the City's Request for Qualifications, dated January 29, 2024, (the "RFQ"), the Design Consultant has provided a responsive submittal (the "Submittal") for such services to the City. The Design Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

### **SECTION 1 – ENGAGEMENT**

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

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

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

authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

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

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

## **SECTION 2 – DESIGN CONSULTANT'S SERVICES**

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

### **2.02 Professional Responsibility.**

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

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

### **2.03 Program and Budget.**

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

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

- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost by an amount equal to or greater than fifteen percent (15%) of the total Project Construction Cost, the Design Consultant shall notify and consult with the City's Project Manager so that redesign efforts or other changes to the Project may be made in a manner acceptable to the City. Notwithstanding the foregoing, in no event shall the City be obligated to compensate the Consultant in any amount greater than the Maximum Contract Amount unless otherwise expressly agreed by the City in writing.

#### **2.04 Coordination and Cooperation.**

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

#### **2.05 Personnel Assignments.**

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

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

**2.06 Basic Services – General.**

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

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

**2.08 Additional Services.**

- (a) If the Design Consultant performs services in addition to its Basic Services as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour,

per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

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

**2.09 Surveying and Testing.**

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of the Project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and

Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.

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

**2.10 Compliance with M/WBE Requirements.**

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is twenty percent (20%).
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:
  - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
  - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.



- (3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

**Section 3 – Compensation, Payment, And Funding.**

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

**3.01 Fee for Basic Services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **FOUR MILLION SEVEN HUNDRED EIGHT THOUSAND SIX HUNDRED TWENTY AND NO/100 Dollars (\$4,708,620.00)**, in accordance with the billing rates and project budget stated in

**Exhibits A and B.** The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibit A** or approved in writing by the City as reasonably related to or necessary for the Design Consultant’s services, all other expenses shall be included in the Design Consultant’s fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED TEN AND NO/100 Dollars (\$108,710.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant’s maximum fee amount accordingly.

**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED SIXTY TWO AND NO/100 Dollars (\$470,862.00)**.

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

**3.05 Maximum Contract Amount.**

- (a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND ONE HUNDRED NINETY TWO AND NO/100 Dollars (\$5,288,192.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.
- (b) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for

payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made 10 available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement and amounts which remain available for payment to the Design Consultant.

#### **SECTION 4 – TERM AND TERMINATION**

**4.01 Term.** The term of this Agreement shall commence on the Effective Date (as hereinafter defined) and expire on the third (3<sup>rd</sup>) anniversary of the Effective Date, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her sole discretion, to extend the term of this Agreement by mutual agreement with the Design Consultant as reflected in a written instrument signed by the Director and the Design Consultant.

#### **4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the Project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the

time of such dismissal, termination, cancellation, postponement, revision or stoppage.

- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City’s Responsibilities.**

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

### **5.02 Ownership of Documents.**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights

throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.
- (f) To the extent the City uses any of the Design Documents for purposes other than the Project and without the prior written approval of the Design Consultant, the City shall release the Design Consultant for any claims, damages, or costs arising from such use.

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

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

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

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

**5.07 Insurance.**

- (a) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

- (i) **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**
  - (a) For Commercial General Liability, the policy must provide the following:
    - (i) That this Agreement is an Insured Contract under the policy;
    - (ii) Defense costs are outside the limits of liability;
    - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
    - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
  - (b) For claims-made coverage:
    - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
  - (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification



obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

**5.13 Conflict of Interest.**

(a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

**5.17 Proprietary or Confidential Information.**

- (a) **City Information:** The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) **Design Consultant's Information:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event

of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

**5.19 No Employment of Workers Without Authorization.**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**b.** The Consultant certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.

**(2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**(3)** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

**(4)** It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision set forth in this Section 19 or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

**5.20 Disputes.** All disputes between the City and Design Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Director.

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

**5.22 Survival of Certain Contract Provisions.** The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

**5.23 Advertising and Public Disclosure.** The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to

officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

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

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

to the City: Executive Director of Department of  
Transportation & Infrastructure  
201 West Colfax Avenue, Dept. 205  
Denver, Colorado 80202

to the Design Consultant: Roth Sheppard Architects, LLP  
1900 Wazee Street  
Denver, CO 80202

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

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

**5.27 Agreement as Complete Integration-Amendments.** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

**5.28 Electronic Signatures, Electronic Records and Effective Date.** Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of

an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. As used herein, the term “Effective Date” shall mean the date appearing on the signature page for the City.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**Contract Control Number:** DOTI-202474552-00  
**Contractor Name:** Roth Sheppard Architects, LLP

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202474552-00  
Roth Sheppard Architects, LLP

By:  Signed by:  
21746DF8DCCA49D...

Name: Brian Berryhill  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**EXHIBIT A**  
**SCOPE OF WORK**



## **FEE PROPOSAL**

### **A. PROPOSAL DETAILS**

Project Name: Denver Police District 6 Replacement

Revision Number: 01

Date Submitted: May 24, 2024

### **B. CLIENT DETAILS**

Company Name: City and County of Denver - Department of Transportation & Infrastructure

Contact Person: Jim Staples

Position/Title: Project Manager

Contact: 201 W. Colfax Ave, Dept 605, Denver, CO 80202; 303.478.1101 (m); 720.865.3008 (o)

### **C. THE PROJECT – GENERAL STATEMENT OF WORK:**

The primary goal of this project is a remodel and/or retrofit of Denver Police District 6 at its current location of 1556 North Washington Street. The existing building has been occupied as a police station since 1995; however, the building was originally constructed as a medical facility, 40 – 50 years ago. For over twenty years, the staff have been housed in a facility that is not designed efficiently for use as a police station.

The project will include new interior construction, finishes, mechanical, electrical, and plumbing systems as well as data, security and technology upgrades. The facility scope is likely to include police staff open and private offices, conference rooms, fitness and locker rooms, a breakroom, secure detention area, a public/community space, and other police support functions. A new annex facility and a permanent parking structure are also anticipated as part of the project needs.

The design scope will include cost estimate budget modelling, design and documentation of the project (SD, DD, CD), bidding & negotiation, permitting, outreach, public art coordination, and construction administration services during the construction phase. All improvements will meet LEED Gold and current code/ordinance requirements. The final construction schedule will be determined by the general contractor, but an estimated project schedule has been provided in Attachment E. One continuous phase of construction is anticipated at this time.

The proposed fees are defined based on our current understanding of the scope of work. These are estimated based on information provided by CCD/DOTI and assessments of the DPD6 program by RSA. The work will potentially be divided into four packages: (1) Demo Permit, (2) Garage Foundation, (3) Garage Package, and (4) Annex/Renovation Package.

### **ROTH SHEPPARD ARCHITECTS**

700 E 24TH AVE | DENVER, COLORADO 80205

T:303.534.7007 F:303.534.7722 | WWW.ROTHSHEPPARD.COM

**D. THE PROJECT FEE:**

	Design Team Fees
Schematic Design	\$764,847
Design Development	\$1,232,137
Construction Documents	\$1,423,614
Permitting	\$130,980
Construction Administration	\$1,153,968
Other	\$3,075
<b>*DESIGN FEE TOTAL</b>	<b>\$4,708,620</b>
**Additional Services Contingency	\$470,862
***Reimbursables	\$108,710
<b>PROJECT TOTAL</b>	<b>\$5,288,192</b>

*\*An increase/extension in schedule outlined in Attachment E, changes in design beyond the scope outlined below by CCD/DOTI, or Cost of Construction increases beyond 10% will result in add-service requests by Architect and Consultants. Fees outlined above and in Attachments A and B are based on this estimated timeline, scope, and a \$38M Cost of Construction.*

*\*\*A 10% Contingency for Additional Design Services has been provided.*

*We have excluded the following services.*

- Geotechnical Engineering, Hazardous Materials monitoring/Abatement*
- Testing/Remediation*
- FF&E*

*\*\*\*Reimbursables include Plan Review Fees (Refer to Attachment A for calculations). Plan Review Fees are to be reimbursed as part of the current submitted billing cycle.*

**E. SCOPE OF WORK – MAJOR HIGHLIGHTS:**

Design Scheduling SWAP/Pull Planning to kick-off every Phase of the project.

Prep for meetings to be virtual as required.

SD Meeting Sequence – (subject to change)

- Mtg #1 – Program Verification*
- Mtg #2 – Site Analysis*
- Mtg #3 - Parking & Circulation Studies*
- Mtg #4 – Adjacencies*

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- Mtg #5 – Massing & Phase Strategy

Massing Studies/project scope is understood to be permitted within the bounds of the map graphic following this written proposal.

Annex/Renovation –

- Structural modifications/improvements to the existing facility to meet code.
- Updates to the existing Façade / Façade Studies
- Full interior renovation to meet DPD and other safety functions.
- Modify and/or replace existing MEP systems.
- Update and/or replace low voltage infrastructure (data outlets and cabling, security, AV)
- Update fire alarm and sprinkler systems.
- Interior demolition, including abatement.
- Survey & Building Scans of existing conditions/facility as required by CCD/DOTI

Garage (foundation and main construction)

Traffic, Access, and Parking Studies/Analysis

LEED Gold

Performance Pathway Energy Modeling

Compliance with ADA/ANSI A117.1 accessibility guidelines

Commissioning

Cost Estimating SD/DD/Prelim GMP/Final GMP (Refer to Attachment E for Milestones)

- Base Scope
- Alternates

Coordination with the public art requirements/process

Public Outreach (We have included CIG on our team to help direct the community and CCD outreach and education).

- Lead the efforts and prepare visual materials necessary to describe the project.
- Rendering/spread sheets/lists/diagrams/facility comparisons.
- Help CCD/DOTI educate community and CCD stakeholders about the project.
- Livable Cities (landscape architect) to support CCD/DOTI, RSA and CIG at community meetings with site diagrams and staffing when requested to help educate the community and CCD stakeholders.
- Create presentation content and lead meetings w/ support from CCD/DOTI.

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## F. SCOPE CLARIFICATIONS TO NOTE -

### Structural (Martin Martin) –

- Base fee does not include design/documentation of existing facility upgrade to Risk Category IV, as conditions are currently unknown, and it is uncertain if this will be required until evaluation occurs. This will be an add-service if upgrade is required.
  - If Risk IV analysis of the existing facility is not required, and the existing facility is to be demo-ed instead, approximately **\$20k** may be reallocated to items below that are not currently included in base scope.
  - There is a potential reduction in base fee if the garage is pre-cast, instead of post-tensioned construction. Fee is based on a post-tensioned garage as it is assumed this would be most suitable for the construction schedule, limited staging and tight footprint of the site, and preferred for PD operations (Potential reduction **~\$40k**). This reduction is due to the superstructure being a delegated design submittal that will be performed by the precast engineer.
- Base Scope currently assumes only two packages (One building/renovation package and one garage package) to reduce fee, varying from all other consultant team inclusions, as CMGC involvement will assist in dictating this workflow.
  - If an additional early garage foundation package or other is deemed necessary, approximate cost is **\$15k**. Items above may allow for reallocation of fees to this effort, rather than an add-service being required.

### AV/IT/Acoustics/Security (K2/Salas O'Brien) –

- Base fee does not include DAS Pathways. Base fee only includes coordination of equipment, as is typical, if required for the project.

### Mechanical/Plumbing (Three-Sixty) –

- Base fee does not include complete replacement and redesign or electrification of existing facility M/P systems. Base fee assumes M/P systems are to remain and are altered as needed, as conditions are unknown until evaluations take place. If replacement and redesign is required, this will be an add-service.
- Two Mechanical Systems will be presented for CCD/DOTI consideration.

### Sustainability (Group14) –

- Will be utilizing a performance pathway for energy modelling compliance.
- If certain LEED Gold credits are not achieved during design, additional fee may be required to achieve LEED Gold Credits elsewhere. Current assumptions are made at this time, on where credits can be achieved prior to design commencing.

## **ROTH SHEPPARD ARCHITECTS**

700 E 24TH AVE | DENVER, COLORADO 80205

T:303.534.7007 F:303.534.7722 | WWW.ROTHSHEPPARD.COM

Area in blue is understood to be within the DPD6 site/project scope as of 04.29.2024. The southwest corner of the block is to be sold by CCD after construction is finished in 2027.



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Denver Police District 6 Replacement - Phase Fee + Lump Sum Worksheet

Estimate based on information outlined in RSA Proposal

Firm or Subconsultant	Role on Project	Design Phases						Total Design Fee	Reimbursables (Re: Comments)	Comments	
		Schematic Design	Design Development	Construction Documents	Permitting	Construction Administration and Close-Out	Other (Re: Comments)				
Roth Sheppard Architects	Architecture + Interiors	\$ 331,338.68	\$ 530,141.89	\$ 662,677.36	\$ 22,089.25	\$ 662,677.36	-	\$ 2,208,924.53	-	Reimbursables: Refer to Plan Review Fees in table below.	
SWAP Integration (MWBE)	Design Scheduling	\$ 25,660.00	\$ 29,720.00	\$ 21,900.00	\$ 9,660.00	-	-	\$ 86,940.00	-		
Marlin/Marlin Consulting Engineers	Civil + Surveying	\$ 48,750.00	\$ 68,400.00	\$ 32,000.00	-	\$ 15,600.00	-	\$ 164,750.00	\$ 9,000.00	Note: Fees condensed into just SD, DD, CD, and CA to include MEP. Reimbursables: printing, plotting, delivery (\$500), utility locates service fee by a third party provider during survey phase (\$3,500), Traffic Study Evaluation & Letter by third party (\$5,000)	
Marlin/Marlin Consulting Engineers	Structural	\$ 46,500.00	\$ 62,000.00	\$ 124,000.00	\$ 15,500.00	\$ 62,000.00	-	\$ 310,000.00	-	Note: <b>Base fee does not include upgrades to existing facility to Risk Category IV (unknown if required at this time). Includes evaluation only.</b>	
Three Sixty Engineering, Inc (DBA 360 Engineering) (MWBE)	Mechanical / Plumbing	\$ 83,714.00	\$ 146,499.50	\$ 104,642.50	\$ 20,928.50	\$ 62,785.50	-	\$ 418,570.00	\$ 1,000.00	Note: <b>Base fee does not include full replacement of existing facility MEP. It assumes the system is to remain and be altered.</b> Reimbursables: printing and courier charges	
PK Electrical, Inc. (MWBE)	Electrical	\$ 47,900.00	\$ 143,500.00	\$ 200,800.00	\$ 14,400.00	\$ 71,800.00	-	\$ 478,400.00	-		
Livable Cities Studio (MWBE)	Landscape	\$ 19,020.00	\$ 23,260.00	\$ 27,120.00	\$ 17,880.00	\$ 13,600.00	-	\$ 100,880.00	\$ 600.00	Reimbursables: printing, plotting, reproductions	
Hydrosystems - KDI (MWBE)	Irrigation / Water Management	\$ 335.00	\$ 585.00	\$ 2,892.50	\$ 642.50	\$ 2,212.50	-	\$ 6,667.50	-		
Group14 Engineering, PBD (MWBE)	LEED / Sustainability	\$ 16,846.00	\$ 22,719.00	\$ 50,251.00	-	\$ 112,437.00	-	\$ 202,253.00	\$ 3,692.00	Reimbursables: LEED Certification Fees	
K2 Audio / Salas O'Brien Consulting Services	Acoustics, IT, Low Voltage, Security, AV	\$ 17,450.00	\$ 44,500.00	\$ 54,500.00	\$ 3,650.00	\$ 58,700.00	-	\$ 178,800.00	-		
Cumming Group	Cost Estimation	\$ 12,845.00	\$ 31,300.00	\$ 40,630.00	\$ -	\$ -	-	\$ 84,775.00	-		
Meeting the Challenge, an STV Company	ADA / Accessibility	\$ 4,615.00	\$ 3,375.00	\$ 3,815.00	\$ 2,465.00	\$ 6,185.00	\$ 3,075.00	\$ 23,530.00	\$ -	Other: Misc. ADA Consulting/Meeting Attendance	
Shums Coda Associates, Inc.	Building Code	\$ 3,120.00	\$ 7,020.00	\$ 5,582.00	-	\$ 1,560.00	-	\$ 17,282.00	-		
Studio NYL Structural Engineers & Façade Designers	Façade + Envelope	\$ 27,000.00	\$ 36,000.00	\$ 30,600.00	\$ 2,200.00	\$ 30,200.00	-	\$ 126,000.00	\$ 5,000.00	Reimbursables: Include Registration or Certification Fees, if applicable (anything in addition to standard printing costs outlined on Consultant Billing Rate Sheet)	
Communication Infrastructure Group (CIG) (MWBE)	Community Outreach / PR	\$ 5,600.00	\$ 5,600.00	\$ 17,600.00	\$ 13,590.00	\$ 15,190.00	-	\$ 57,580.00	\$ 1,500.00	Reimbursables: Outreach printing	
The Parking Advisory Group	Parking	\$ 21,150.00	\$ 5,850.00	\$ 2,700.00	\$ 1,800.00	\$ 1,800.00	-	\$ 33,300.00	\$ 5,700.00	Reimbursables: Out of state travel expenses, parking, mileage	
Beleza Designs	Lighting	\$ 28,490.00	\$ 50,505.00	\$ 23,310.00	\$ 3,885.00	\$ 23,310.00	-	\$ 129,500.00	\$ 12,000.00	Reimbursables: Out of state travel expenses, document reproduction, shipping, project specific software fees, any services or materials required for owner-requested mock-ups	
Delet, LLC (MWBE)	Specifications	\$ -	\$ 7,000.00	\$ 5,600.00	-	-	-	\$ 12,600.00	-		
TaCito Design, Inc. (MWBE)	Signage	\$ 5,220.00	\$ 5,220.00	\$ 10,440.00	\$ -	\$ 5,220.00	-	\$ 26,100.00	-		
Scandolaato Design Group, Inc. DBA Veritas Fire Engineering, Inc. (MWBE)	Fire Protection	\$ 2,893.44	\$ 10,341.64	\$ 8,153.20	\$ 2,289.62	\$ 8,690.24	-	\$ 32,368.14	-		
We Measure 3D (MWBE)	Building Scan/As-Built Documentation	\$ 9,400.00	-	-	-	-	-	\$ 9,400.00	-	Note: Scanning = \$4,400, Revit Model = \$5,000	
<b>Design Team Fee Total</b>		<b>\$757,847</b>	<b>\$1,233,537</b>	<b>\$1,429,214</b>	<b>\$130,980</b>	<b>\$1,153,968</b>	<b>\$3,075</b>	<b>\$4,708,620</b>	<b>\$38,492</b>	Total Design Fee (green) does not include Reimbursables	
		<b>Additional Services Contingency @ 10%:</b>							<b>\$470,862</b>		Refer to items that may require Add-Service fee itemized in RSA Written Proposal under T, SCOPE CLARIFICATIONS TO NOTE: This list is not exhaustive.
		<b>Total Not To Exceed Reimbursable Amount:</b>							<b>\$108,710</b>		Refer to "Comments" column above for individual team's reimbursable expenses. Total includes Plan Review Fees (broken out in more detail below), Out of State Travel expenses, reproduction, printing, plotting, courier, shipping, registration and certification fees, utility locates service fee during survey phase, traffic study evaluation & letter by third party, and mock up materials if required. All Reimbursables are at cost.
<b>TOTAL:</b>									<b>\$5,288,192</b>		

Plan Review Fees: Based on a \$38M Construction Budget			
Plan review fees are based on 50% of the Building Permit Fee. For projects over \$1M, the building permit fee is: \$5,385.00 for first \$1,000,001.00, plus 3.65 for each additional \$1,000 or fraction thereof. Fees are based on <b>One-Phase Construction Permit</b> . Additional fees are incurred for two phase-construction permits (Fee + 25%) and three or more phase construction permits (Fee + 50%). <a href="https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Community-Planning-and-Development/CPD-Fees">https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Community-Planning-and-Development/CPD-Fees</a>			
First \$1,000,001.00		\$5,385	
Each additional \$1000	\$3.65	\$135,050	3.65*37,000
TOTAL BUILDING PERMIT FEE:		\$140,435	Not included in RSA Scope/Reimbursable totals.
<b>PLAN REVIEW FEE TOTAL (RSA):</b>		<b>\$70,218</b>	<b>RSA Responsibility - 50% of the total Building Permit Fee</b>
<b>RSA TOTAL FEES:</b>		<b>\$70,218</b>	

## **DESIGN - June 2024 – May/Aug. 2025 (Estimate)**

### **SCHEMATIC DESIGN (17 WEEKS TOTAL) -**

DESIGN - June 3, 2024 - Aug. 30, 2024 (3 MONTH/13 WEEKS)

*\*Includes program verification with DPD*

*\*Submit Site Package to permitting before end of SD - 9 month review is typical*

100% SD - Milestone #1 -

Cost Estimate

Scoping Workshop

SD Package Released for DOTI/CCD Review to include:

Consultant Narratives, Arch Drawings & Diagrams, Programming Documents

OWNER/CITY REVIEW - Sept. 2 - Sept. 27, 2024 (4 WEEKS)

### **DESIGN DEVELOPMENT (22 WEEKS TOTAL)**

DESIGN - Sept. 30, 2024 - Jan 31, 2025 (4 MONTH/17-18 WEEKS w/ HOLIDAYS)

50% DD - Milestone #1 -

Prelim GMP

Cost Estimating Drawing Set Released

80% DD - Milestone #2 -

Final GMP

Stakeholder Meeting

Cost Estimating Set Released - for DOTI/CCD Review

OWNER/CITY REVIEW - Feb. 3, 2025 - Feb. 28, 2025 (4 WEEKS)

### **CONSTRUCTION DOCUMENTS (17 WEEKS TOTAL)**

DESIGN - Mar 3, 2025 - May 30, 2025 (3 MONTH/13 WEEKS)

*\*Assumes (4) potential Packages - (1) Demo Permit, (2) Garage Foundation, (3) Garage Package, and (4) Annex/Renovation Package.*

50% CD Documents - Milestone #1 -

Cost Estimate - Tracking

Internal DD Drawings Set Review w/ Jim Staples

Submit Permit Set - Milestone #2

100% CD Documents - Milestone #3 -

Cost Estimate - Tracking

CD Drawing Set Released for DOTI/CCD Review

OWNER/CITY REVIEW - June 2, 2025 - June 27, 2025 (4 WEEKS)

### **PERMITTING (8 WEEKS TOTAL)**

RESPONSE TO REVIEW COMMENTS - June 2, 2025 - July 25, 2025 (2 MONTH/8 WEEKS) .

### **DELAYED PERMITTING/CONSTRUCTION MOBILIZATION - July 28, 2025 - Aug. 29, 2025 (5 WEEKS)**

## **CONSTRUCTION - Sept. 2025 - May/Aug. 2027**

### **CONSTRUCTION ADMINISTRATION (21 MONTHS)**

Sept. 01, 2025 - May 28, 2027

### **PROJECT CLOSE OUT (2 MONTHS)**

June 01, 2027 - July 30, 2027

### **COMPLETION - Aug. 02, 2027**



**EXHIBIT B**  
**KEY PERSONNEL AND RATES**

**PROFESSIONAL SERVICES DETAILED FEE PROPOSAL**

**Project Name** Denver Police District 6 Replacement  
**Firm Name** Roth Sheppard Architects  
**Master On-Call Contract #** N/A  
**City Project Manager** Jim Staples

**Date** 5/24/2024  
**Task Order #** N/A  
**Approved?** N/A

*\*Hourly rate & Personnel Classification must exactly match master on-call agreement rates*

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
N	Roth Sheppard Architects	Brian Berryhill	Principal in Charge	\$250.00	225	\$56,250.00
N	Roth Sheppard Architects	Tyler Joseph	Subject Matter Expert	\$240.00	225	\$54,000.00
N	Roth Sheppard Architects	Ruben Nunez	Managing / Senior Director	\$240.00	425	\$102,000.00
N	Roth Sheppard Architects	Samantha Strang	Senior Architect / Senior PM	\$235.00	3000	\$705,000.00
N	Roth Sheppard Architects	TBD	Project Manager	\$205.00	1600	\$328,000.00
N	Roth Sheppard Architects	TBD	Architect III	\$185.00	0	\$0.00
N	Roth Sheppard Architects	TBD	Architect II	\$165.00	300	\$49,500.00
N	Roth Sheppard Architects	TBD	Architect I	\$150.00	0	\$0.00
N	Roth Sheppard Architects	TBD	Architectural Staff III	\$150.00	0	\$0.00
N	Roth Sheppard Architects	Henry Spiegel	Architectural Staff II	\$140.00	1600	\$224,000.00
N	Roth Sheppard Architects	Filimon Alvarez	Architectural Staff I	\$125.00	1600	\$200,000.00
N	Roth Sheppard Architects	Sadie Thurston	Architectural Designer / Job Captain	\$115.00	3000	\$345,000.00
N	Roth Sheppard Architects	Nicole Leon	Graphic Designer	\$160.00	53	\$8,474.53
N	Roth Sheppard Architects	TBD	BIM Manager	\$145.00	600	\$87,000.00
N	Roth Sheppard Architects	TBD	BIM Designer	\$120.00	200	\$24,000.00
N	Roth Sheppard Architects	Jill Joseph	Accounting Manager	\$230.00	30	\$6,900.00
N	Roth Sheppard Architects	TBD	Marketing Director	\$230.00	0	\$0.00
N	Roth Sheppard Architects	Dani McKillion	Marketing Coordinator	\$150.00	0	\$0.00
N	Roth Sheppard Architects	Evynn Jones	HR Manager	\$140.00	0	\$0.00
N	Roth Sheppard Architects	Nicki Zufelt	HR Generalist	\$70.00	0	\$0.00
N	Roth Sheppard Architects	Jessica Smith	Accountant	\$95.00	40	\$3,800.00
N	Roth Sheppard Architects	Jared Peterson	MWBE Coordinator	\$250.00	60	\$15,000.00
Y	SWAP Integration	Heather Bemis	Scheduler Manager	\$230.00	54	\$12,420.00
Y	SWAP Integration	Christine Sosnowski	Scheduler Manager	\$230.00	300	\$69,000.00
Y	SWAP Integration	Lisa Larence	Scheduler Manager	\$230.00	24	\$5,520.00
Y	SWAP Integration	TBD	Administrative Support	\$50.00	0	\$0.00
N	Martin/Martin - Civil	Mark Thornbrough	Principal	\$260.00	40	\$10,400.00
N	Martin/Martin - Civil	Colin Dinsmore	Associate Engineer	\$225.00	24	\$5,400.00
N	Martin/Martin - Civil	Daniel Suarez	Senior Project Engineer	\$195.00	240	\$46,800.00
N	Martin/Martin - Civil	Kayla Fochtman	Project Engineer	\$165.00	40	\$6,600.00

N	Martin/Martin - Civil	Marc Liberati	Senior Designer	\$165.00	40	\$6,600.00
N	Martin/Martin - Civil	Moises Bonilla	Professional Engineer	\$150.00	80	\$12,000.00
N	Martin/Martin - Civil	Nicholas Allen	Civil Engineer II	\$135.00	40	\$5,400.00
N	Martin/Martin - Civil	Claire Smith	Civil Engineer II	\$135.00	290	\$39,150.00
N	Martin/Martin - Civil	TBD	Civil Engineer I	\$125.00	0	\$0.00
N	Martin/Martin - Civil	Michelle Marks	Engineer Technician II	\$115.00	120	\$13,800.00
N	Martin/Martin - Civil	Alexis Dobyns	Engineer Intern	\$110.00	40	\$4,400.00
N	Martin/Martin - Civil	Amanda Keeler	Project Coordinator	\$100.00	8	\$800.00
N	Martin/Martin - Civil	Rick Nobbe	Survey Manger	\$225.00	8	\$1,800.00
N	Martin/Martin - Civil	Kenneth Armes	Survey Crew (1-Man)	\$170.00	40	\$6,800.00
N	Martin/Martin - Civil	TBD	Survey Crew (2-Man)	\$250.00	0	\$0.00
N	Martin/Martin - Civil	Valeria Juarez	Survey Technician II	\$120.00	40	\$4,800.00
N	Martin/Martin - Civil	TBD	Survey Technician I	\$110.00	0	\$0.00
N	Martin/Martin - Str	Ben Downey	Principal	\$260.00	155	\$40,300.00
N	Martin/Martin - Str	Matt Dezort	Associate Engineer	\$225.00	10	\$2,250.00
N	Martin/Martin - Str	David Krell	Senior Project Manager	\$215.00	0	\$0.00
N	Martin/Martin - Str	TBD	Senior Consultant	\$205.00	0	\$0.00
N	Martin/Martin - Str	Jennifer Seely	Sr. Building Envelope Specialist	\$205.00	0	\$0.00
N	Martin/Martin - Str	Jonathan Oltman	Senior Project Engineer	\$195.00	240	\$46,800.00
N	Martin/Martin - Str	TBD	Construction Representative	\$170.00	0	\$0.00
N	Martin/Martin - Str	TBD	Project Manager	\$165.00	0	\$0.00
N	Martin/Martin - Str	Colin Mitchell	Project Engineer	\$165.00	340	\$56,100.00
N	Martin/Martin - Str	Yung Hong	Building Envelope Specialist	\$165.00	0	\$0.00
N	Martin/Martin - Str	Tod Ladd	Professional Engineer	\$150.00	0	\$0.00
N	Martin/Martin - Str	Hannah Huddleston	Building Performance Engineer	\$140.00	0	\$0.00
N	Martin/Martin - Str	Max Bixby	Structural Engineer II	\$135.00	400	\$54,000.00
N	Martin/Martin - Str	Jack Mowat	Structural Engineer I	\$125.00	400	\$50,000.00
N	Martin/Martin - Str	TBD	Engineer Intern	\$110.00	0	\$0.00
N	Martin/Martin - Str	Micah Geiger	Senior Designer	\$165.00	51	\$8,415.00
N	Martin/Martin - Str	Jonathan Williams	Designer	\$145.00	0	\$0.00
N	Martin/Martin - Str	Kristopher St. Cyr	Engineer Technician III	\$125.00	189	\$23,625.00
N	Martin/Martin - Str	Angela Queen	Engineer Technician II	\$115.00	140	\$16,100.00
N	Martin/Martin - Str	Micah Harman	Engineer Technician I	\$105.00	82	\$8,610.00
N	Martin/Martin - Str	TBD	Engineering Intern - Student	\$85.00	0	\$0.00
N	Martin/Martin - Str	TBD	Project Coordinator	\$100.00	0	\$0.00
N	Martin/Martin - Str	Amanda Keeler	Administrative Assistant	\$95.00	40	\$3,800.00
N	The Parking Advisory Group	Jerry Marcus	Principal	\$225.00	148	\$33,300.00
Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	Denise Dihle	Principal	\$235.00	53	\$12,455.00
Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	Lexie Zimmerman	Project Manager	\$215.00	292	\$62,780.00
Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	Kerri Zoeteway	Lead Project Engineer III	\$200.00	313	\$62,600.00
Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	James Komperud	Lead Project Engineer III	\$200.00	313	\$62,600.00
Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	Andrew Pituch	Project Engineer II	\$185.00	475	\$87,875.00

Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	Matt Krueger	Project Engineer I	\$165.00	764	\$126,060.00
Y	Three Sixty Engineering, Inc. (DBA 360 Engineering)	Samantha Crespin	Administrative Support	\$100.00	42	\$4,200.00
Y	PK Electrical, Inc.	Alan Wiskus	Principal / EOR	\$260.00	50	\$13,000.00
Y	PK Electrical, Inc.	Mike Greene, PE	Engineering Manager	\$240.00	160	\$38,400.00
Y	PK Electrical, Inc.	Joey Ganser, PE	Senior Project Engineer	\$215.00	0	\$0.00
Y	PK Electrical, Inc.	Zack Jernigan, PE	Senior Project Manager	\$210.00	430	\$90,300.00
Y	PK Electrical, Inc.	Jon Murphy, PE	Engineering Designer III	\$200.00	439	\$87,800.00
Y	PK Electrical, Inc.	Reid Poling, PE, MS, LEED AP BD+C	Engineering Designer II	\$180.00	459	\$82,620.00
Y	PK Electrical, Inc.	TBD	Engineering Designer I	\$160.00	0	\$0.00
Y	PK Electrical, Inc.	Rob Bogan	Technology Manager	\$230.00	0	\$0.00
Y	PK Electrical, Inc.	Mark Nenninger	Fire Alarm Engineer / Designer	\$220.00	0	\$0.00
Y	PK Electrical, Inc.	Hayden Schmidt	Electrical Inspection Services	\$185.00	234	\$43,290.00
Y	PK Electrical, Inc.	Michael Bellender	BIM Manager	\$150.00	260	\$39,000.00
Y	PK Electrical, Inc.	Hector Sarinana	Drafter III	\$120.00	280	\$33,600.00
Y	PK Electrical, Inc.	Jermain Gilkey	Drafter II	\$115.00	260	\$29,900.00
Y	PK Electrical, Inc.	Jose Peraza	Drafter I	\$110.00	99	\$10,890.00
Y	PK Electrical, Inc.	Hannah Rico	Accounting Manager	\$130.00	40	\$5,200.00
Y	PK Electrical, Inc.	Isabelle Pelayo	Administrative Support	\$110.00	40	\$4,400.00
Y	Livable Cities Studio	TBD	Principal V	\$250.00	0	\$0.00
Y	Livable Cities Studio	TBD	Principal VI	\$225.00	0	\$0.00
Y	Livable Cities Studio	Todd Wenskoski	Principal III	\$200.00	42	\$8,400.00
Y	Livable Cities Studio	TBD	Principal II	\$180.00	0	\$0.00
Y	Livable Cities Studio	Will Viitanen	Principal I	\$160.00	261	\$41,760.00
Y	Livable Cities Studio	TBD	Senior Designer II	\$155.00	0	\$0.00
Y	Livable Cities Studio	TBD	Senior Designer I	\$145.00	0	\$0.00
Y	Livable Cities Studio	TBD	Designer VI	\$140.00	0	\$0.00
Y	Livable Cities Studio	Melanie Carpenter	Designer V	\$130.00	14	\$1,820.00
Y	Livable Cities Studio	TBD	Designer IV	\$115.00	0	\$0.00
Y	Livable Cities Studio	Madison Wulfkuhl	Designer III	\$100.00	489	\$48,900.00
Y	Livable Cities Studio	TBD	Designer II	\$90.00	0	\$0.00
Y	Livable Cities Studio	TBD	Designer I	\$80.00	0	\$0.00
Y	Livable Cities Studio	TBD	Administrative Support	\$100.00	0	\$0.00
Y	Livable Cities Studio	TBD	Intern	\$75.00	0	\$0.00
Y	Hydrosystems-KDI	Jill Bersano	Principal	\$150.00	2.5	\$375.00
Y	Hydrosystems-KDI	Ken DiPaolo	Project Manager	\$135.00	3.5	\$472.50
Y	Hydrosystems-KDI	Amber Clark	Design Associate	\$125.00	30	\$3,750.00
Y	Hydrosystems-KDI	Hugo Ochoa	Site Development Coordinator	\$115.00	18	\$2,070.00
Y	Group14 Engineering, PDB	Laura Charlier, Matt Cooper	Principal	\$269.00	5	\$1,345.00
Y	Group14 Engineering, PBD	Taylor Roberts, Joe Hosek	Service Director	\$251.00	48	\$12,048.00
Y	Group14 Engineering, PBD	Lauren McNeill	Team Leader	\$220.00	97	\$21,340.00
Y	Group14 Engineering, PBD	Scott Tonn	Senior Engineer II	\$210.00	110	\$23,100.00
Y	Group14 Engineering, PBD	TBD	Senior Engineer I	\$189.00	0	\$0.00

Y	Group14 Engineering, PBD	Sonja Simpson	Engineer III	\$170.00	374	\$63,580.00
Y	Group14 Engineering, PBD	Madi Gore, Ryan Mitchell, Amanda Spice, Alex Rouin	Consultant III	\$159.00	208	\$33,072.00
Y	Group14 Engineering, PBD	Jackson Knight, Steve Schanes	Consultant II	\$150.00	148	\$22,200.00
Y	Group14 Engineering, PBD	Emily Schwartz	Consultant I	\$136.00	188	\$25,568.00
Y	Group14 Engineering, PBD	Nathan Li	BIM/Tech Manager	\$110.00	0	\$0.00
Y	Group14 Engineering, PBD	TBD	Administrative Support	\$95.00	0	\$0.00
N	K2 Audio/Salas O'Brien	Kevin Hodgson	Senior Vice President / Principal	\$250.00	20	\$5,000.00
N	K2 Audio/Salas O'Brien	Rick Thompson	Consultant	\$180.00	235	\$42,300.00
N	K2 Audio/Salas O'Brien	Dan Allred	Consultant	\$180.00	455	\$81,900.00
N	K2 Audio/Salas O'Brien	Neysha Canales	BIM/Revit Specialist	\$150.00	25	\$3,750.00
N	K2 Audio/Salas O'Brien	Matt Whitney	Senior Consultant	\$215.00	180	\$38,700.00
N	K2 Audio/Salas O'Brien	David Porter	Senior Designer	\$150.00	41	\$6,150.00
N	K2 Audio/Salas O'Brien	Ted Pyper	Senior Vice President / Principal	\$250.00	4	\$1,000.00
N	K2 Audio/Salas O'Brien	Tori Anderson	Designer	\$135.00	0	\$0.00
N	K2 Audio/Salas O'Brien	Courtney Schoedel	Associate	\$225.00	0	\$0.00
N	K2 Audio/Salas O'Brien	Deb Britton	Principal	\$275.00	0	\$0.00
N	Cumming Group	TBD	Senior Director	\$270.00	0	\$0.00
N	Cumming Group	Lucas Stover	Director	\$250.00	10	\$2,500.00
N	Cumming Group	Laura Kingfisher	Associate Director	\$220.00	18	\$3,960.00
N	Cumming Group	Rick Winakur	Senior Cost Manager	\$200.00	53	\$10,600.00
N	Cumming Group	Felicia Freeny	Senior Cost Manager	\$200.00	53	\$10,600.00
N	Cumming Group	Jordan Petkoski	Cost Manager	\$170.00	99	\$16,830.00
N	Cumming Group	Nathan Giannini	Cost Manager	\$170.00	98	\$16,660.00
N	Cumming Group	Audrey Pearlman	Cost Consultant II	\$135.00	175	\$23,625.00
N	Meeting the Challenge, an STV Company	David Wegener, APAC-BE	Project Manager	\$165.00	62	\$10,230.00
N	Meeting the Challenge, an STV Company	Chad Hall, PE, GISP	Group Manager	\$225.00	10	\$2,250.00
N	Meeting the Challenge, an STV Company	James Wick, RAS	Accessibility Specialist	\$125.00	40	\$5,000.00
N	Meeting the Challenge, an STV Company	Perla Aviles	Administration	\$125.00	10	\$1,250.00
N	Meeting the Challenge, an STV Company	Brianna Vanderburg /James Wick	Data Collection & Analysis	\$200.00	24	\$4,800.00
N	Shums Coda Associates, Inc	Steve Thomas	Code Consultant	\$150.00	38.4	\$5,760.67
N	Shums Coda Associates, Inc	Bill Clayton	Code Consultant	\$150.00	38.4	\$5,760.67
N	Shums Coda Associates, Inc	Cole Cloward	Code Consultant	\$150.00	38.4	\$5,760.67
N	Studio NYL	Christopher O'Hara	Principal	\$300.00	62	\$18,600.00
N	Studio NYL	Will Babbington	Principal	\$300.00	40	\$12,000.00
N	Studio NYL	Josh Moore	Building Envelope Specialist	\$275.00	40	\$11,000.00
N	Studio NYL	Jimena Zamora	Building Envelope Specialist	\$275.00	40	\$11,000.00
N	Studio NYL	Margarita Bedmar	Building Envelope Specialist	\$275.00	106	\$29,150.00
N	Studio NYL	Felipe Francisco	Building Envelope Specialist	\$275.00	45	\$12,375.00
N	Studio NYL	Jason Hasko	Building Envelope Specialist	\$275.00	45	\$12,375.00

N	Studio NYL	Enrico Gutierrez	Project Engineer	\$200.00	30	\$6,000.00
N	Studio NYL	Derek Van Uffelen	BIM / Revit Specialist	\$150.00	90	\$13,500.00
Y	Communication Infrastructure Group (CIG)	Kristi Estes/Laurie Meza	Principal	\$226.00	15	\$3,390.00
Y	Communication Infrastructure Group (CIG)	Julie Skeen	Senior Director	\$200.00	25	\$5,000.00
Y	Communication Infrastructure Group (CIG)	Brenda Tierney	Consultant II	\$179.00	22	\$3,938.00
Y	Communication Infrastructure Group (CIG)	Joy Wasendorf/Cathy McCague	Consultant I	\$148.00	196	\$29,008.00
Y	Communication Infrastructure Group (CIG)	Oguer Peinado	Director	\$132.00	12	\$1,584.00
Y	Communication Infrastructure Group (CIG)	Ruth Cox/Eric Winfield	Associate Director	\$121.00	30	\$3,630.00
Y	Communication Infrastructure Group (CIG)	Abby Tillinghast/Sam Stavish/Anya Lofgreen/Jake Hazan	Project Manager	\$135.00	12	\$1,620.00
Y	Communication Infrastructure Group (CIG)	Ryan Louis/Annamarie Jazwick/Kara Bertetto/Lindsey Daniels/Christian Jimenez/Sam Aspnes	Senior Associate	\$127.00	20	\$2,540.00
Y	Communication Infrastructure Group (CIG)	Lucy Lee/Morgan Marion/Nora Anderson	Associate II	\$104.00	28	\$2,912.00
Y	Communication Infrastructure Group (CIG)	Carly Burkart/Jenna Matthews/Margaret Robinson/Rhegan Fernandes/Raquel Carpio	Associate I	\$88.00	16	\$1,408.00
Y	Communication Infrastructure Group (CIG)	Terri Atmore/Brian Bennett	Administrative Support	\$84.00	5	\$420.00
Y	Communication Infrastructure Group (CIG)	Maddy Bennett/Abby Konkel/Aiden Gaffney/Collin Renfro/Dominic Fikany/Eva Hoppe Zenteno/Jake Crowley	Specialist	\$71.00	30	\$2,130.00
Y	Delet, LLC	Yael Nyholm	Principal	\$175.00	72	\$12,600.00
Y	Delet, LLC	Katie Sullivan	Accounting Technician / Bookkeeper	\$35.00	0	\$0.00
Y	TaCito Design, Inc.	Robert W. Gnaegy	Signage Designer	\$185.00	70.5	\$13,050.00
Y	TaCito Design, Inc.	Karen TaCito-Gnaegy	Signage Designer	\$185.00	70.5	\$13,050.00
N	Beleza	Le Nguyen	Principal	\$225.00	200	\$45,000.00
N	Beleza	Vince Tarango	Senior Associate	\$200.00	0	\$0.00
N	Beleza	Heather Smith	Senior Project Manager	\$150.00	280	\$42,000.00
N	Beleza	Chalida Lao	Project Designer	\$125.00	232	\$29,000.00
N	Beleza	Afarin Nasiri	Project Designer	\$125.00	108	\$13,500.00
N	Beleza	Cory Johnson	Project Designer	\$125.00	0	\$0.00

Y	Scandalianto Design Group, Inc. DBA Veritas Fire Engineering, Inc.	Kerry Madigan	Senior Fire Protection Engineer	\$182.37	54	\$9,847.98
Y	Scandalianto Design Group, Inc. DBA Veritas Fire Engineering, Inc.	Benjamin Gomez	Fire Protection Engineer	\$119.54	90	\$10,758.60
Y	Scandalianto Design Group, Inc. DBA Veritas Fire Engineering, Inc.	Bryan Echelberger	Engineering Technician III	\$119.67	89.9	\$10,758.60
Y	Scandalianto Design Group, Inc. DBA Veritas Fire Engineering, Inc.	William Hedgepeth	CAD Technician	\$83.58	12	\$1,002.96
Y	We Measure 3D	Eric Crowe	Project Specialist	\$225.00	19.6	\$4,400.00
Y	We Measure 3D	Eric Crowe	BIM / Revit Specialist	\$125.00	40	\$5,000.00
<b>SUBTOTALS</b>					Prime	<b>\$2,208,924.53</b>
					Consultant(s)	<b>\$2,499,695.64</b>
* Only include "Y" if an LOI was provided for this subconsultant in Master Agreement						
<b>% Complete Invoicing is Allowed</b>						
				<b>Total Fee (\$)</b>		
			(milestone per proposal - Schematic Design, etc.)	\$0.00		
			(milestone per proposal - Design Development, etc.)	\$0.00		
			(milestone per proposal - Construction Documents, etc.)	\$0.00		
			(milestone per proposal - Construction Administration, etc.)	\$0.00		
			(milestone per proposal)	\$0.00		
			(milestone per proposal)	\$0.00		
			<b>Subtotal</b>	<b>\$0.00</b>		
* Only include "Y" if an LOI was provided for this subconsultant in Master Agreement						
<b>Anticipated Reimbursables (Receipts are required for invoicing)</b>						
			Reimbursables (not to exceed)			<b>\$108,710.00</b>
			Additional Services			\$470,862
	<b>For this Task Order:</b>					
	<b>M/WBE Total \$</b>	\$1,431,758.64				
	<b>M/WBE Total %</b>	30%				
<b>TOTAL FEE THIS TASK ORDER</b>						<b>\$5,288,192</b>

Completed By (SIGNATURE): \_\_\_\_\_  
 Roth Sheppard Architects

**PRIME TEAM MEMBERS**

Prime: **ROTH SHEPPARD ARCHITECTS - ARCHITECTURE + INTERIORS**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal In Charge	Project Oversight	\$250/hr
Subject Matter Expert	Program Verification + Implementation/Project Oversight	\$240/hr
Managing / Senior Director	Project Design Oversight	\$240/hr
Senior Architect / Senior PM	Project Management, Delivery + Design	\$235/hr
Project Manager	Project Management	\$205/hr
Architect III	Project Design + Coordination	\$185/hr
Architect II	Project Coordination + Production	\$165/hr
Architect I	Project Coordination + Production	\$150/hr
Architectural Staff III	Project Production + Documentation	\$150/hr
Architectural Staff II	Project Documentation	\$140/hr
Architectural Staff I	Project Documentation	\$125/hr
Architectural Designer / Job Captain	Project Documentation	\$115/hr
Graphic Designer	Graphic Project Support	\$160/hr
BIM Manager	REVIT, 3D Model + Cloud Support	\$145/hr
BIM Designer	3D Modeling, Renderings, Studies	\$120/hr
Accounting Manager	Project Support	\$230/hr
Marketing Director	Administrative Support	\$230/hr
Marketing Coordinator	Administrative Support	\$150/hr
HR Manager	Administrative Support, Staffing	\$140/hr
HR Generalist	Administrative Support, Staffing	\$70/hr
Accountant	Project Administrative Support, Invoicing, Billing	\$95/hr
MWBE Coordinator	MWBE Coordination & Assistance	\$250/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.



**REIMBURSABLE EXPENSES**

Prime: **ROTH SHEPPARD ARCHITECTS - ARCHITECTURE + INTERIORS**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.15</u> / each
Copies (8 1/2 x 14")	\$ <u>.45</u> / each
Red-line copies	\$ <u>.75</u> / S.F.
Reproducibles	\$ <u>7.00</u> / page



## REIMBURSABLE EXPENSES

Sub: BELEZA DESIGNS - LIGHTING

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The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

### Actual Costs

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

**SUB TEAM MEMBERS**

Sub: **COMMUNICATION INFRASTRUCTURE GROUP (CIG) (MWBE) - COMMUNITY OUTREACH/PR**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Executive Oversight	\$226/hr
Executive Principal	Strategic Counsel + Oversight	\$205/hr
Senior Director	Strategic Counsel	\$200/hr
Counselor II	Project Oversight	\$179/hr
Counselor I	Project Oversight + Coordination	\$148/hr
Senior Director	Creative Oversight	\$205/hr
Director	Creative Project Management + Graphic Design	\$132/hr
Associate Director	Creative Project Coordination + Graphic Design	\$121/hr
Project Manager	Project Management	\$135/hr
Senior Associate	Project Management + Coordination	\$127/hr
Graphic Designer	Graphic Design	\$100/hr
Designer	Web Design	\$88/hr
Associate II	Mid-Level Project Management + Coordination	\$104/hr
Associate I	Project Support	\$88/hr
Administrative Support	Administrative	\$84/hr
Specialist	Entry Level Project Support	\$71/hr
Administrative Office Coordinator	General Support Services	\$39/hr

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**REIMBURSABLE EXPENSES**

Sub: **COMMUNICATION INFRASTRUCTURE GROUP (CIG) (MWBE) - COMMUNITY OUTREACH/PR**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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



**REIMBURSABLE EXPENSES**

Sub: **CUMMING GROUP - COST ESTIMATION** \_\_\_\_\_

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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

**SUB TEAM MEMBERS**

Sub: DELET, LLC. (MWBE) - SPECIFICATIONS

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Communication, Work Production	\$175/hr
Accounting Technician / Bookkeeper	Invoicing	\$35/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.



**REIMBURSABLE EXPENSES**

Sub: **DELET, LLC. (MWBE) - SPECIFICATIONS**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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

**SUB TEAM MEMBERS**

Sub: **GROUP 14 ENGINEERING, PBC (MWBE) - LEED/SUSTAINABILITY**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight + Quality Control, Consulting	\$269/hr
Service Director	Oversight + Quality Control, Consulting	\$251/hr
Team Leader	Oversight + Quality Control, Technical	\$220/hr
Senior Engineer II	Project Management - General Project Oversight	\$210/hr
Senior Engineer I	Project Management - General Project Oversight	\$189/hr
Engineer III	Project Management - General Project Oversight	\$170/hr
Consultant III	Project Management - General Project Oversight	\$159/hr
Consultant II	Consulting + Technical Support Tasks	\$150/hr
Consultant I	Consulting + Technical Support Tasks	\$136/hr
BIM / Tech Manager	Technical Support	\$110/hr
Administrative Support	Admin Support	\$95/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **GROUP 14 ENGINEERING, PBC (MWBE) - LEED/SUSTAINABILITY**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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

### SUB TEAM MEMBERS

Sub: **HYDROSYSTEMS KDI (MWBE) - IRRIGATION/WATER MANAGEMENT**  
*\*SUB-CONSULTANT TO LIVABLE CITIES*

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Main Contact, Contracts, Oversees Team	\$150/hr
Project Manager	Attends Meetings, Oversees Team, QC	\$135/hr
Design Associate	Irrigation Specs, Design, Cost Estimate	\$125/hr
Site Development Coordinator	Site Observations, Submittal Reviews, RFIs	\$115/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **HYDROSYSTEMS KDI (MWBE) - IRRIGATION/WATER MANAGEMENT**  
*\*SUB-CONSULTANT TO LIVABLE CITIES*

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.27</u> / each
Copies (8 1/2 x 14")	\$ <u>.38</u> / each
Red-line copies	\$ <u>3.25</u> / S.F.
Reproducibles	\$ <u>5.55</u> / page

**SUB TEAM MEMBERS**

Sub: **K2 AUDIO/SALAS O'BRIEN CONSULTING SERVICES - ACOUSTICS, IT, LOW VOLTAGE, SECURITY, AV**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Final Quality Control + Project Oversight	\$275/hr
Senior Vice President / Principal	Project Management, Quality Control, + Design	\$250/hr
Vice President	Project Management, Quality Control, + Design	\$240/hr
Associate	Project Management, Quality Control, + Design	\$225/hr
Senior Consultant	Project Management + Design	\$215/hr
Consultant	Design + Technical Development, Project Management	\$180/hr
Senior Designer	Design, Calculations, + Measurements	\$150/hr
Designer	Task-oriented Design Support for Senior Staff	\$135/hr
BIM / Revit Specialist	Model Management	\$150/hr

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**REIMBURSABLE EXPENSES**

Sub: **K2 AUDIO/SALAS O'BRIEN CONSULTING SERVICES - ACOUSTICS, IT, LOW VOLTAGE, SECURITY, AV**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.25</u> / each
Copies (8 1/2 x 14")	\$ <u>.25</u> / each
Red-line copies	\$ <u>.75</u> / S.F.
Reproducibles	\$ <u>1.00</u> / page

**SUB TEAM MEMBERS**

Sub: **LIVABLE CITIES STUDIO (MWBE) - LANDSCAPE**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal V	Strategic Direction, Vision, Overall Leadership, Co. Exec.	\$250/hr
Principal IV	Strategic Direction, Vision, Overall Leadership, Co. Exec.	\$225/hr
Principal III	Strategic Direction, Vision, Overall Leadership, Sr. Officer	\$200/hr
Principal II	Lead Project Development + Design Practices, Sr. Officer	\$180/hr
Principal I	Lead Project Development, Complex PM, Sr. Officer	\$160/hr
Senior Designer II	Lead Design + PM, Scope + Budgets, Technical Manager	\$155/hr
Senior Designer I	Lead Design + PM, Scope + Budgets, Technical Manager	\$145/hr
Designer VI	Project Manage, Develop Content + Technical Design	\$140/hr
Designer V	Project Manage, Develop Content + Technical Design	\$130/hr
Designer IV	Project Management, Develop + Advance Design Content	\$115/hr
Designer III	Design Production + Technical Design Resolution	\$100/hr
Designer II	Design Production + Research	\$90/hr
Designer I	Design Production Directed by Mid + Senior Level Staff	\$80/hr
Administrative Support	Administrative + Staff Support Services	\$100/hr
Intern	Students Assisting Project Development Under Direction of Design Professional	\$75/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.



**REIMBURSABLE EXPENSES**

Sub: LIVABLE CITIES STUDIO (MWBE) - LANDSCAPE

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.10</u> / each
Copies (8 1/2 x 14")	\$ <u>.10</u> / each
Red-line copies	\$ <u>AT COST</u> / S.F.
Reproducibles	\$ <u>AT COST</u> / page

## SUB TEAM MEMBERS

Sub: **MARTIN / MARTIN CONSULTING ENGINEERS - STRUCTURAL + CIVIL**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Engineer-of-Record/Quality Assurance	\$260/hr
Associate Engineer	Project Management	\$225/hr
Senior Project Manager	Project Management	\$215/hr
Senior Consultant	Facade Access Project Management	\$205/hr
Senior Building Envelope Specialist	Building Envelope Project Management	\$205/hr
Senior Project Engineer	Project Manager/Engineering	\$195/hr
Project Engineer	Design Engineering	\$165/hr
Project Manager	Project Management	\$165/hr
Building Envelope Specialist	Building Envelope Design	\$165/hr
Professional Engineer	Design Engineering	\$150/hr
Building Envelope Specialist	Building Envelope Design	\$140/hr
Civil Engineer II / Structural Engineer II	Design Engineering Tasks	\$135/hr
Structural Engineer I	Design Engineering Tasks	\$125/hr
Engineer Intern	Assisting Designers and Engineers	\$110/hr
Senior Designer	Design/Drawing Production	\$165/hr
Designer	Design/Drawing Production	\$145/hr
Engineer Technician III	Drawing Production	\$125/hr
Engineer Technician II	Drawing Production	\$115/hr
Engineer Technician I	Drawing Production	\$105/hr
Construction Representative	Construction Administration	\$170/hr
Engineering Intern - Student	Assisting with Administrative Tasks	\$85/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**SUB TEAM MEMBERS**

Sub: **MARTIN / MARTIN CONSULTING ENGINEERS - STRUCTURAL + CIVIL**

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

Title/Classification	Responsibilities	Rate/Hr.
Project Coordinator	Administrative Project Management/Coordination	\$100/hr
Administrative Assistant	Administrative Tasks	\$95/hr
Survey Crew (2-man)	Survey	\$250/hr
Survey Crew (1-Man)	Survey	\$170/hr
Professional Land Surveyor	Survey Work/Project Management	\$155/hr
Survey Technician I	Survey Document/Drafting Production	\$110/hr
Survey Manager	Survey	\$225/hr
Survey Technician II	Survey Document/Drafting Production	\$120/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **MARTIN / MARTIN CONSULTING ENGINEERS - CIVIL + STRUCTURAL**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.04</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

**SUB TEAM MEMBERS**

Sub: **MEETING THE CHALLENGE INC., AN STV COMPANY - ADA/ACCESSIBILITY**

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

Title/Classification	Responsibilities	Rate/Hr.
Group Manager	Quality Control	\$225/hr
Project Manager	Designate Work Flow, Subject Matter Expert, Plan Review	\$165/hr
Administration	Invoicing & Project Accounting	\$125/hr
Accessibility Specialist	Architectural Plan Review	\$125/hr
Data Collection & Analysis	Data Collection of Existing Conditions (2 Person Team)	\$200/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **MEETING THE CHALLENGE INC., AN STV COMPANY - ADA/ACCESSIBILITY**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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

**SUB TEAM MEMBERS**

Sub: **PK ELECTRICAL, INC. (MWBE) - ELECTRICAL**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal / EOR	Oversees Entire Project, Manages Client, QA/QC Reviews	\$260/hr
Engineering Manager	In Charge of Design, Standards, Requirements, + Meetings	\$240/hr
Senior Project Engineer	Technical Aspects, Code, Reviews, Oversees Junior Staff	\$215/hr
Senior Project Manager	Assist Project Engineer, Manages Staff, Schedule + Budget	\$210/hr
Engineering Designer III	Designs Lighting, Power, + LV Systems, Edits Specifications	\$200/hr
Engineering Designer II	Designs Lighting, Power, + LV Systems, Edits Specifications	\$180/hr
Engineering Designer I	Designs Lighting, Power, + LV Systems, Edits Specifications	\$160/hr
Technology Manager	Manages Designers, Designs LV (Data/Voice/AV/Security)	\$230/hr
Fire Alarm Engineer/Designer	Designs Fire Alarm, Notification, + V-Evac Systems	\$220/hr
Electrical Inspection Services	Electrical Inspection Services	\$185/hr
BIM Manager	Manages Production, Drafting Standards + Software	\$150/hr
Drafter III	Microstation, BIM, CAD Drafting + Production	\$120/hr
Drafter II	Microstation, BIM, CAD Drafting + Production	\$115/hr
Drafter I	Microstation, BIM, CAD Drafting + Production	\$110/hr
Accounting Manager	Finance Accounts Manager/Bookkeeping	\$130/hr
Administrative Support	Filing, Document Control, Spec Editing, General Tasks	\$110/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: PK ELECTRICAL, INC. (MWBE) - ELECTRICAL

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.30</u> / each
Copies (8 1/2 x 14")	\$ <u>.60</u> / each
Red-line copies	\$ <u>.75</u> / S.F.
Reproducibles	\$ <u>.20</u> / page





**REIMBURSABLE EXPENSES**

Sub: SCANDALIATO DESIGN GROUP, INC DBA VERITAS FIRE ENGINEERING, INC. (MWBE) - FIRE PROTECTION

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.10</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>.22</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

**SUB TEAM MEMBERS**

Sub: **SHUMS CODA ASSOCIATES, INC.** - BUILDING CODE

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

Title/Classification	Responsibilities	Rate/Hr.
Code Consultant	Design Assist Regarding Code Requirements	\$150/hr
Code Specialist	Design Assist Regarding Code Requirements	\$150/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **SHUMS CODA ASSOCIATES, INC. - BUILDING CODE**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$cost+15%/ each</u>
Copies (8 1/2 x 14")	<u>\$cost+15%/ each</u>
Red-line copies	<u>\$cost+15%/ S.F.</u>
Reproducibles	<u>\$cost+15%/ page</u>

### SUB TEAM MEMBERS

Sub: **STUDIO NYL STRUCTURAL ENGINEERS & FACADE DESIGNERS - FACADE + ENVELOPE**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	All SNYL Tasks, Client + Team Liaison	\$300/hr
Senior Associate	All SNYL Tasks, Client + Team Liaison, Support to Principal	\$275/hr
Building Envelope Specialist	Facade Design, Project Management	\$275/hr
Senior Engineer	Structural Engineering in Support of Facade Design	\$235/hr
Project Engineer	Structural Engineering in Support of Facade Design	\$200/hr
Engineer In Training I	Structural Engineering in Support of Facade Design	\$170/hr
BIM / Revit Specilaist	3D Revit Modeling	\$150/hr
Administrative Assistant	Administrative Duties	\$115/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **STUDIO NYL STRUCTURAL ENGINEERS & FACADE DESIGNERS - FACADE + ENVELOPE**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.06</u> / each
Copies (8 1/2 x 14")	\$ <u>.08</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>2.00</u> / page



## REIMBURSABLE EXPENSES

Sub: SWAP INTEGRATION (MWBE) - DESIGN SCHEDULING

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

### Actual Costs

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



**SUB TEAM MEMBERS**

Sub: TACITO DESIGN, INC. (MWBE) - SIGNAGE

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

Title/Classification	Responsibilities	Rate/Hr.
Signage Designer	Analyze Wayfinding to Determine Decision Points, Sign Locations + Messages. Prepare Sign Location Plans + Messages Schedule. Determine List of Needed Sign Types. Design + Document All Types in Sign Family.	\$185/hr
Signage Designer	Determine List of Needed Sign Types. Design + Document All Types in Sign Family.	\$185/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: TACITO DESIGN, INC. (MWBE) - SIGNAGE

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.15</u> / each
Copies (8 1/2 x 14")	\$ <u>.45</u> / each
Red-line copies	\$ <u>.75</u> / S.F.
Reproducibles	\$ <u>7.00</u> / page

**SUB TEAM MEMBERS**

Sub: **THE PARKING ADVISORY GROUP - PARKING**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Functional Design Layouts, Feasibility Studies, Demand	\$225/hr
	Analysis Scope	

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **THE PARKING ADVISORY GROUP - PARKING**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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

**SUB TEAM MEMBERS**

Sub: **THREE SIXTY ENGINEERING, INC (DBA 360 ENGINEERING) (MWBE) - MECHANICAL + PLUMBING**

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal-In-Charge, Prof Engineer, Quality Control	\$235/hr
Project Manager	Prof Engineer, Quality Control, Project Development	\$215/hr
Lead Project Engineer III	Design Coordination, Meetings, Design, Supports PM	\$200/hr
BIM Manager	Coordination with Engineers, Oversees Drafter	\$190/hr
Project Engineer II	Design, Supports Project Lead Engineer 3 + PM	\$185/hr
Project Engineer I	Design, Research, Supports Project Engineers 2 + 3	\$165/hr
CAD/BIM Drafter	Drafting Support	\$145/hr
Administrative Support	Specifications, Invoicing, General Office Duties	\$100/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **THREE SIXTY ENGINEERING, INC (DBA 360 ENGINEERING) (MWBE) - MECHANICAL + PLUMBING**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.10</u> / each
Copies (8 1/2 x 14")	\$ <u>.10</u> / each
Red-line copies	\$ <u>.75</u> / S.F.
Reproducibles	\$ <u>1.50</u> / page

**SUB TEAM MEMBERS**

Sub: **WE MEASURE 3D (MWBE) - SCANNING/AS-BUILT DOCUMENTATION**

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

Title/Classification	Responsibilities	Rate/Hr.
Project Specialist	On-Site Documentation w/ Laser Scanner, Processing Data	\$225/hr
BIM / Revit Specialist	Creates As-Built 3D Revit Model from Scanning Data	\$125/hr

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Sub: **WE MEASURE 3D (MWBE) - SCANNING/AS-BUILT DOCUMENTATION**

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

**Actual Costs**

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



**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2024

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>800 873-8500</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS: den.certificate@usi.com</b>		
<b>INSURED</b> <b>Roth Sheppard Architects, LLP</b> 1900 Wazee Street, Suite 100 Denver, CO 80202	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Charter Oak Fire Insurance Company</b>		<b>25615</b>
	<b>INSURER B : Travelers Property Cas. Co. of America</b>		<b>25674</b>
	<b>INSURER C : Standard Fire Insurance Company</b>		<b>19070</b>
	<b>INSURER D : XL Specialty Insurance Company</b>		<b>37885</b>
	<b>INSURER E : Phoenix Insurance Company</b>		<b>25623</b>
<b>INSURER F :</b>			

**COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6800J3105822447	04/10/2024	04/10/2025	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA5R5369252447G	04/10/2024	04/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>	X	X	CUP1H3751092347	04/10/2024	04/10/2025	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9J8433782347G	04/10/2024	04/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	Professional Liability Claims Made		X	DPR5027493	04/10/2024	04/10/2025	\$ <b>2,000,000</b> per claim \$ <b>5,000,000</b> annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Avenue, Dept. 506 Denver, CO 80202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

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

RE: Denver Police District 6 Replacement.