

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **STUDIOTROPE, LLC** (the "Design Consultant" or "Consultant"), a Colorado limited liability company, whose address is 2942 Welton Street, Denver, Colorado 80205.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional 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 Line of Authority for Contract Administration. The City's Executive Director of Public Works ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director's authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving 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.

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional 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 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 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, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

(a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.

(b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, 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 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 project 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 a 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 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 project 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 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 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 each 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 a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

(g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

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 Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **21%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **21%**.

(b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:

(1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

(2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, 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.

(3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by

amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.

(4) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

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

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **TWO MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND FORTY-SEVEN DOLLARS AND ZERO CENTS (\$2,535,047.00)**, 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 **THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$31,400.00)** 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.

(a) **Additional Construction Administration Services:** This scope is intended to be used if the construction budget increases as the result of fund-raising efforts currently underway by the City or other similar project needs. 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 Construction Administration Services under this contract is

THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00).

(b) **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 **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00).**

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

3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION THREE HUNDRED SIXTY-SIX FOUR HUNDRED FORTY-SEVEN DOLLARS AND ZERO CENTS (\$3,366,447.00)** (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 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 the Agreement and amounts which remain available for payment to the Design Consultant.

SECTION 4 – TERM AND TERMINATION

4.01 Term.

The Agreement will commence on May 1, 2019 and expire on April 30, 2024, unless sooner terminated upon final completion of the Project.

4.02 Termination.

(a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.

(b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.

(c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.

(d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.

(e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

(f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.

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

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

(a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.

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

5.02 Ownership of Documents.

(a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.

(b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

(c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

(d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.

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

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

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

5.04 Design Consultant's Records. Records of the Design Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Design Consultant shall be kept on a generally recognized accounting basis. The Design Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design Consultant, involving transactions related to this Agreement.

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

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the 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, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

(a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice

shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term

of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

(g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) **Business Automobile Liability:** Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(i) **Professional Liability (Errors & Omissions):** Consultant shall maintain 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) Consultant 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 Consultant 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 attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit B	Key Personnel / Rates, Firm Responsibilities and Team Members
Exhibit C	ACORD Certificate of Insurance

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

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 Illegal Aliens to Perform Work Under the Agreement.

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

(b) The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien 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.

(c) The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant 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 an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then 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 illegal alien, 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 an illegal alien.

(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.

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

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

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

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

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

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

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

to the City: Executive Director of Public Works
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

to the Design Consultant: Studiotrope, LLC
2942 Welton Street
Denver, Colorado 80205

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

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

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

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

is not in its original form or is not an original.

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Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PWADM-201948702-00

Contractor Name: STUDIOTROPE LLC

By: 

Name: Joseph Montalbano
(please print)

Title: Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK / FEE PROPOSAL



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL DESIGN SERVICES – SCOPE OF WORK CENTRAL LIBRARY RENOVATION

INTRODUCTION

This document is intended to define the Scope of Work required from the design team.

The Design team shall provide full architectural and engineering professional services for verifying the program of the project, schematic design, design development documents, construction documents, and contract administration assistance when requested for the scope of work indicated and in compliance with covenants applicable to the property.

PROJECT SCOPE AND DELIVERABLES

The design team will be responsible for providing the following with all related engineering disciplines including but not limited to the following as applicable to the project scope:

1. Program Verification
2. Site Planning
3. Site Survey
4. Incorporation of the Geotechnical Investigation
5. Full Service Architectural Design, including verification of the existing Program
6. Civil Engineering, including Storm Water Management
7. Utilities Design & Coordination
8. Landscape Design
9. Structural Engineering
10. Mechanical & Plumbing Engineering
11. Electrical Engineering
12. Building Envelope and/or Roofing Specialty Consultant (As appropriate)
13. Fire Alarm Design (within areas of renovation only)
14. Fire Suppression Design (within areas of renovation only)
15. Interior Design/FF&E (Including bidding assistance and installation coordination) (within areas of renovation only)
16. Lighting Design (within areas of renovation only)
17. Signage/Wayfinding & Graphics Design (within areas of renovation only)
18. Tele/Data, CCTV, Access Controls, CATV and Audio/Visual Systems (within areas of renovation only)
19. Security (including exterior security cameras)
20. Leadership in Energy and Environmental Design (LEED) Certification
21. Design Phase Scheduling
22. Conceptual Cost Estimating
23. Validation of CM/GC Cost Estimates



- 1. Design Schedule:** This project is schedule driven and it is a priority of the City that it be designed and constructed in the most efficient manner possible. Design Services NTP is anticipated to be issued in the 2nd quarter of 2019, Construction start is anticipated in 3rd Quarter of 2020 and Project Completion in 4th Quarter of 2023.

Upon receipt of a written notice to proceed, the Design Consultant shall prepare a preliminary integrated project design and estimated construction schedule in Critical Path Method (CPM) format using Microsoft Project software. This CPM schedule shall show design phases, identify critical milestone dates, estimated future construction dates, and note what decisions are needed to be made by the City. Note interface requirements with utilities, LEED Certification, and any other third-party organizations. The Design Team shall specifically address how this schedule will be developed, tracked, and updated. The City may request a detailed software copy of the CPM schedule during any part of the design and construction process. The design team shall maintain this schedule throughout the design phase.

Studiotrope has compiled a detailed preliminary design schedule in MS Projects (CPM) to confirm the feasibility of completing design and obtaining the building permit by November of 2020. This schedule is included in this Scope of Work exhibit.

- 2. Project Budget:** The project has an established budget of \$31.8M for hard construction costs. \$23.25M is currently committed and it is the owner's intent to raise the remaining funds. The scope of design will be to design for a construction budget of \$31.8M (hard construction cost). Construction Administration services for \$23.25M construction cost are included in the Basic Services. Fees for CA services beyond the Basic Services are identified as Additional Services and will be requested as additional funding is raised.
- 3. Public Art:** Denver's Public Art Ordinance dictates that any capital improvement project with a construction and design budget of over \$1 million qualifies for inclusion in the Public Art Program. This project has qualified for Public Art, so an additional 1% of the construction budget will be set aside for artwork at the site. The design team and contractors selected for this project will be expected to collaborate with Arts & Venues Denver (AVD) on the public art process and integrate the selected art into the design.
- 4. Public Meetings:** Participate and provide design materials for up to three public meetings.
- 5. Sustainability:** Design services are based on perusing LEED for Commercial Interiors, version 4 (CI v4) – Gold Certification. Full building energy modeling is not required.
- 6. Utilities:** Lead coordination with utility agencies, other consultants, and City agencies as necessary to achieve a fully coordinated design of all utilities. This includes plan review processes and application processes as required by each agency. It is assumed that existing utility service lines are of adequate size to accommodate this renovation. Utilities include but are not limited to the following:
 - 6.1.** Sanitary Sewer
 - 6.2.** Storm Sewer



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- 6.3. Domestic Water/Fire Service
 - 6.4. Recycled Water (If applicable)
 - 6.5. Irrigation Service
 - 6.6. Gas/Electric
 - 6.7. Chilled Water/Steam
 - 6.8. Phone/Cable Service
7. **Estimating Probable Costs:** Provide Programmatic and Schematic Design Cost Estimates, including programmatic FF&E Budget for areas of renovation. Validation of CM/GC costs estimates at Schematic Design and Design Development, as well as validation of the final GMP are also required. Also included is an allowance for the estimating team to review and comment on change order costs during CA.
 8. **Building Commissioning:** The City plans to retain the services of a Building Commissioning Agent during the design phase. The Design Consultant shall cooperate with the Commissioning Agent in all matters relating to the design and construction, including a peer review of all items related to building commissioning.
 9. **Move Coordination:** Between construction phases, the design team will assist DPL in planning and coordinating the furniture and equipment moves. This includes generating plans for moves out of the area in which construction is about to commence and into the scope area recently completed. This does not include procurement and delivery assistance on new furniture and equipment.
 10. **ADA Assessment Phase II Design:** The design team will review the ADA Assessment Phase II report and identify solutions to the Findings throughout DPL Central. Findings outside of the scope areas will be defined at Schematic Design Phase as being outside of the scope of this project and requiring additional funds. They will be included in SD Cost Estimate.
 11. **Design Phases:** The design process shall be separated into the following phases: Program Verification, Schematic Design, Design Development, Construction Documents, and Construction Administration. The Consultant shall not start any phase without written approval from the City to proceed to the next phase. Acceptance of the deliverables by the City or authorization to proceed for any phase shall not be construed as approval of the adequacy of the documents or of any services rendered by the Design Consultant during this or any previous phase.
 12. **Bid Packages:** In the interest of efficiency, it may be necessary to provide one early bid package which includes the elevator replacement and/or the restroom redesign. All other scope areas are anticipated to be included in one additional bid package.
 13. **Program Verification:** At the beginning the Schematic Design Phase, the consultant shall prepare a Program Verification Report which includes but is not limited to:
 - 13.1. A description of the Project Requirements and the procedures to be implemented to maximize the attainment of the Project Requirements
 - 13.2. Survey of applicable building code analyses;



- 13.3. A summary of architectural analyses;
- 13.4. Stacking and Blocking Diagrams; and
- 13.5. Any other related documents.
- 13.6. Preliminary square foot cost estimate.
- 13.7. This report can be provided simultaneous with the design team beginning the Schematic Design phase. No approval is required to proceed to Schematic Design.

14. Schematic Design: A Schematic Design (SD) phase shall include, but not be limited to, the following:

14.1. SD Deliverables

- 14.1.1. 50% Progress Submittal: The 50% submittal shall contain at least two (2) conceptual design options for the space to be evaluated by the City, who will select a preferred option to advance.
- 14.1.2. 100% SD submittal with cost estimate including:
- 14.1.3. Plans, elevations, and sections
- 14.1.4. Engineering analysis and narrative of the structural, electrical, mechanical, plumbing, fire prevention, security, low voltage, and other major systems.
- 14.1.5. LEED Certification Outline
- 14.1.6. Narrative including the approach to energy conservation, life cycle costs and maintenance factors.
- 14.1.7. Utility availability and approximate tie-in points.

14.2. SD Meetings: At a minimum the Design Team shall lead the following meetings in this phase:

- 14.2.1. SD Kick-Off Meeting: Program Verification, set overall project schedule, and discuss any other information required for the Design Team to begin the project.
- 14.2.2. Stakeholder / End User Meeting: Meeting for Design Team to prepare questions for and meet directly with stakeholders.
- 14.2.3. 50% SD submittal review meeting
- 14.2.4. 100% SD submittal review meeting(s) with different disciplines/trades as necessary.

15. Design Development: A Design Development (DD) phase shall include, but not be limited to the following:

15.1. DD Deliverables

- 15.1.1. 50% DD progress submittal
- 15.1.2. 100% DD progress submittal. Submittal shall include at a minimum:
 - 15.1.2.1. Sufficient drawings and details to describe and define the size and character of the entire project relating to architectural, civil, structural, acoustical, interior design, mechanical, plumbing, electrical, low voltage and other systems as necessary.
 - 15.1.2.2. All systems shall be fully coordinated with the geotechnical recommendations.



- 15.1.2.3.** Studies which establish the design concept associated with interior design indicating types and quality of colors, finishes, materials, fixtures, and equipment
- 15.1.2.4.** Updated LEED Certification Outline
- 15.1.2.5.** Alternatives: To the extent that alternatives not addressed during the Schematic Design Phase become evident during the Design development Phase (whether such alternatives are aesthetic, functional or involve value engineering), the Design Consultant shall advise the City of such alternatives and consult with and assist the City and the Project Manager in all decisions with regard to such alternatives; and where such alternatives involve significant operating and maintenance cost alternative, the Design Consultant shall present comparative analyses of such alternatives. All modifications approved by the City which are based on the alternatives presented shall be included as Basic Services under this Agreement.
- 15.1.2.6.** A list of items in the design that may be considered a long lead-time so they can be properly coordinated with the GC and others.
- 15.1.2.7.** Identification of all utility tie in points.
- 15.1.2.8.** The design consultant shall work closely with cost estimating team members to provide a design that meets the project budget.
- 15.1.2.9.** Draft specification in CSI format including a complete Table of Contents identifying all sections expected to be required.
- 15.1.2.10.** Complete code analysis of the proposed improvements.

15.2. DD Meetings

- 15.2.1.** 50% DD submittal review meeting(s)
- 15.2.2.** 100% DD Submittal review meeting(s) to present the design documents and perform a virtual page turn of the documents capturing comments electronically in real time. These may need to be separate meetings by trade/discipline to allow proper City personnel to be present and comment on design.
- 15.2.3.** Additional City review comments from the 100% DD Submittal will be provided to the Design Team electronically.

16. Construction Documents: The Design Team shall provide Construction Documents (CDs) to obtain necessary permits, and for bidding to Contractors. The construction documents shall include detailed technical specifications in the form of a project manual. The Design Team is responsible for incorporating the City's standard Division One Specifications into the project manual.

- 16.1.** The design team is responsible for submitting the required permit documents to the authority having jurisdiction (AHJ) for plan review. The plan review fee will be reimbursable at cost. The design team will be the primary point of contact for the



building department during the plan review process and will be responsible for submitting responses to all questions/corrections as required by the AHJ. If required by the project schedule the design consultant shall provide a 'permit expeditor' to track the progress of the submittals and coordinate directly with the AHJ for efficient processing of the submittals.

- 16.2. Quality Control:** The design documents must be coordinated between trades to provide a fully coordinated drawing set. The QA/QC process and deliverables shall be shared and discussed with the City's project manager to demonstrate proper Quality Control measures.
- 16.3.** The Design Consultant shall keep the City informed of any changes in the requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed to allow the City to provide input to the design changes being made.
- 16.4. Special Testing and Inspections:** The design team shall determine and advise the City in writing of all special testing and inspections necessary or advisable during the Construction Phase to assure the implementation of the intent of the Construction Documents for which special consultants should be engaged at the City's or the Contractor's expense.
- 16.5. CD Deliverables**
- 16.5.1.** Documents supplied in the CDs shall include, but not be limited to, the following with sufficient detail providing for full construction of the work:
 - 16.5.1.1.** Code Plan (showing occupancy and egress)
 - 16.5.1.2.** Floor Plans
 - 16.5.1.3.** Reflected Ceiling Plans
 - 16.5.1.4.** Interior Elevations, Sections, and Details
 - 16.5.1.5.** Interior Design and Finish Selection
 - 16.5.1.6.** Door Hardware Schedule
 - 16.5.1.7.** MEP Drawings
 - 16.5.1.8.** Fixture Selection
 - 16.5.1.9.** Structural Drawings (if required)
 - 16.5.1.10.** Civil, Erosion Control, Grading Plans, Etc. Utility plans shall contain locate information if available or potholing results if necessary.
 - 16.5.1.11.** Technical Specifications
 - 16.5.1.12.** Performance Specifications (for fire sprinklers)
 - 16.5.1.13.** Project phasing drawing as necessary
 - 16.5.2.** 50% CD progress submittal
 - 16.5.3.** 100% CD progress submittal
 - 16.5.4.** Copies of all deliverable submitted to any AHJ shall be submitted to the Project Manager also.



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16.6. CD Meetings

- 16.6.1.** 50% CD Submittal review meeting(s) to present the updated design documents and perform a virtual page turn of the documents capturing comments electronically in real time. These may need to be separate meetings by trade/discipline to allow proper City personnel to be present and comment on design.
- 16.6.2.** 100% CD submittal review meeting

17. Construction Administration: Services provided throughout the bidding and construction process to include, but not be limited to, the following:

- 17.1.** Responses to RFI's and providing ASI's as requested
- 17.2.** Submittal / Shop Drawing review / approval
- 17.3.** Attendance at bi-weekly [or weekly] OAC meetings
- 17.4.** Submission of bi-weekly field observation reports,
- 17.5.** Change order reviews
- 17.6.** Pay Application reviews
- 17.7.** Substantial completion & punch list walk through with the City & Contractor
- 17.8.** Assistance with Final Acceptance determination

18. Record Drawings: Design Team shall provide record drawings of the work to best reflect the constructed work in digital format (PDF and DWG file types).

19. Operations & Maintenance (O&M) Manual: The design team shall provide a detailed review of the O&M manual and coordinate with the contractor to ensure the contents are complete and comply with the project documents.

20. Warranty Period: Design Team shall advise the City on warranty items throughout the one year warranty period.

21. Quality Management Plan: Work closely with the City's Project Manager, Architect and selected CM/GC to produce a Quality Management Plan (QMP). The current plan for producing this deliverable is to start with an outline of the Quality Management Plan from the City's Project Manager. The design team will be responsible for providing a Design Quality Management Plan (DQMP) which will be a deliverable submitted from the design team to the City for review and comment. This DQMP will be one component of the overall QMP.

DESIGN CONSULTANTS

The following is a list of disciplines that the design team shall consider when assembling qualifications and proposals for the scope of work described herein. This list is a suggestion and can be modified as deemed necessary based upon the scope of work for the project.

- Architectural
- Landscape Architect
- Mechanical, Electrical, Plumbing (MEP)
- Structural
- Civil / Land Survey



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- LEED / Sustainability Consultant
- Low Voltage Consultant
- Security, Access Controls, Voice & Data Telecommunications, Audio/Video, CATV
- Building Code Consultant
- Elevator Consultant
- Construction Cost Estimation Services
- ADA Consultant
- Permit Expeditor

A Geotechnical Engineering Study, Environmental Consultant, Commissioning Agent and Materials Testing / Special Inspections will be contracted separately from this scope of work.

SCOPE OF BASIC SERVICES

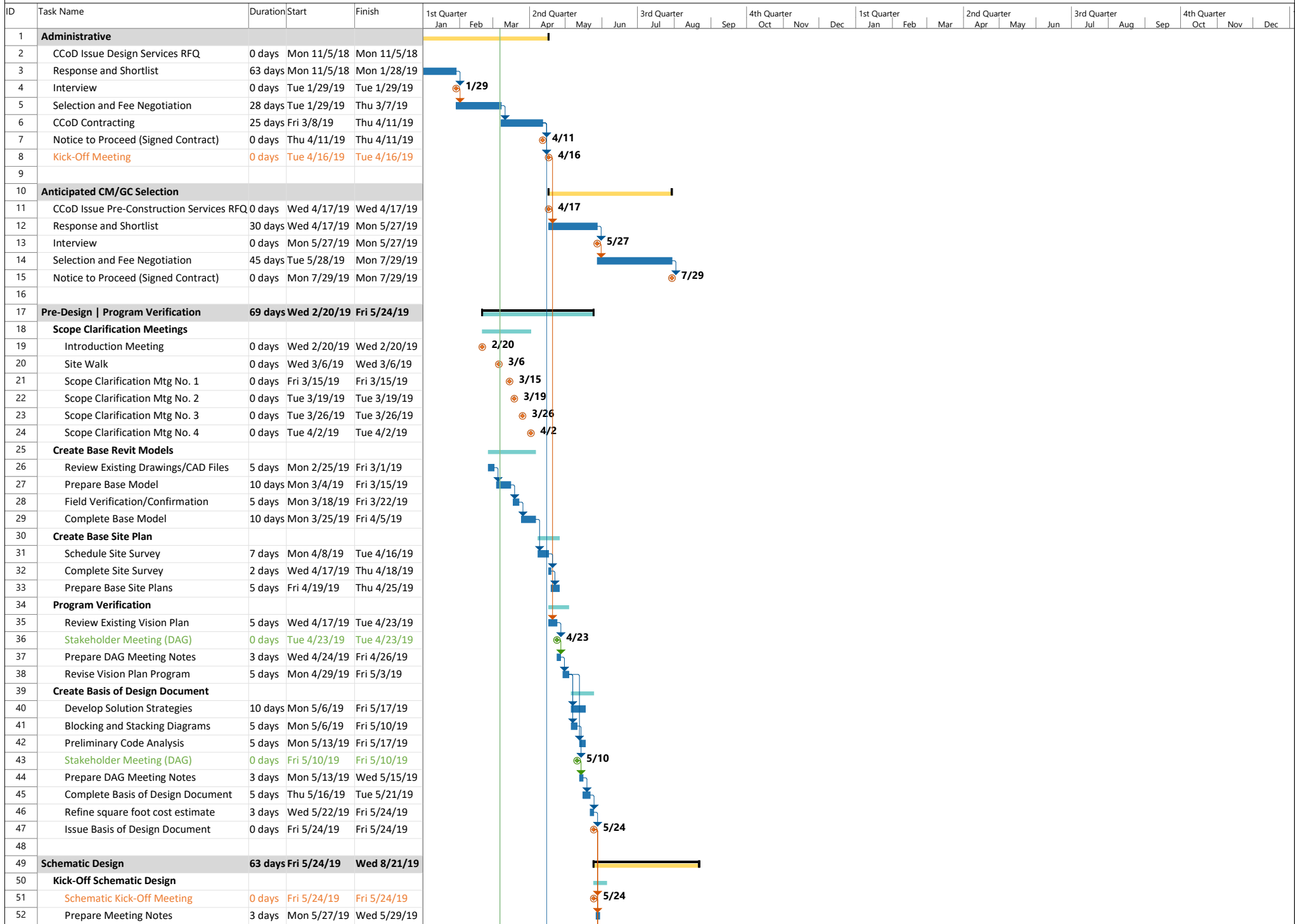
Basic Services for the Denver Central Library Renovation scope of work includes Program Verification, Schematic Design, Design Development, Construction Documents and Construction Administration Services for the following:

- Broadway Entrance:
 1. add pergola and curb cut to Broadway entrance
 2. improve doorways to improve HVAC performance
- Loading Dock:
 1. reconfigure MEP in loading dock to increase maximum truck height
 2. reduce water ingress to loading dock (current investigation underway; report to be issued to shortlisted firms, if available)
- HVAC:
 1. HVAC improvements to address occupant comfort issues in entire building (stack affect, improve controls, etc.)
- Telecommunications:
 1. Replace CAT3 data cable with CAT6, within areas of renovation only
 2. add data closet in event center
 3. WIFI upgrades
 4. add ethernet connections, within areas of renovation only
- Lighting:
 1. evaluate light levels in entire building and upgrade where necessary, as budget allows
- Elevators:
 1. replace six (6) traction elevators
 2. equipment upgrade in north hydraulic elevator
- Escalators:
 1. remove escalators and replace with programmed area/meeting rooms
- Schlessman Hall:
 1. add stairs to replace escalators
 2. improve wayfinding
 3. relocate service counters to south side
 4. revitalize info desk
 5. improve access to new event center

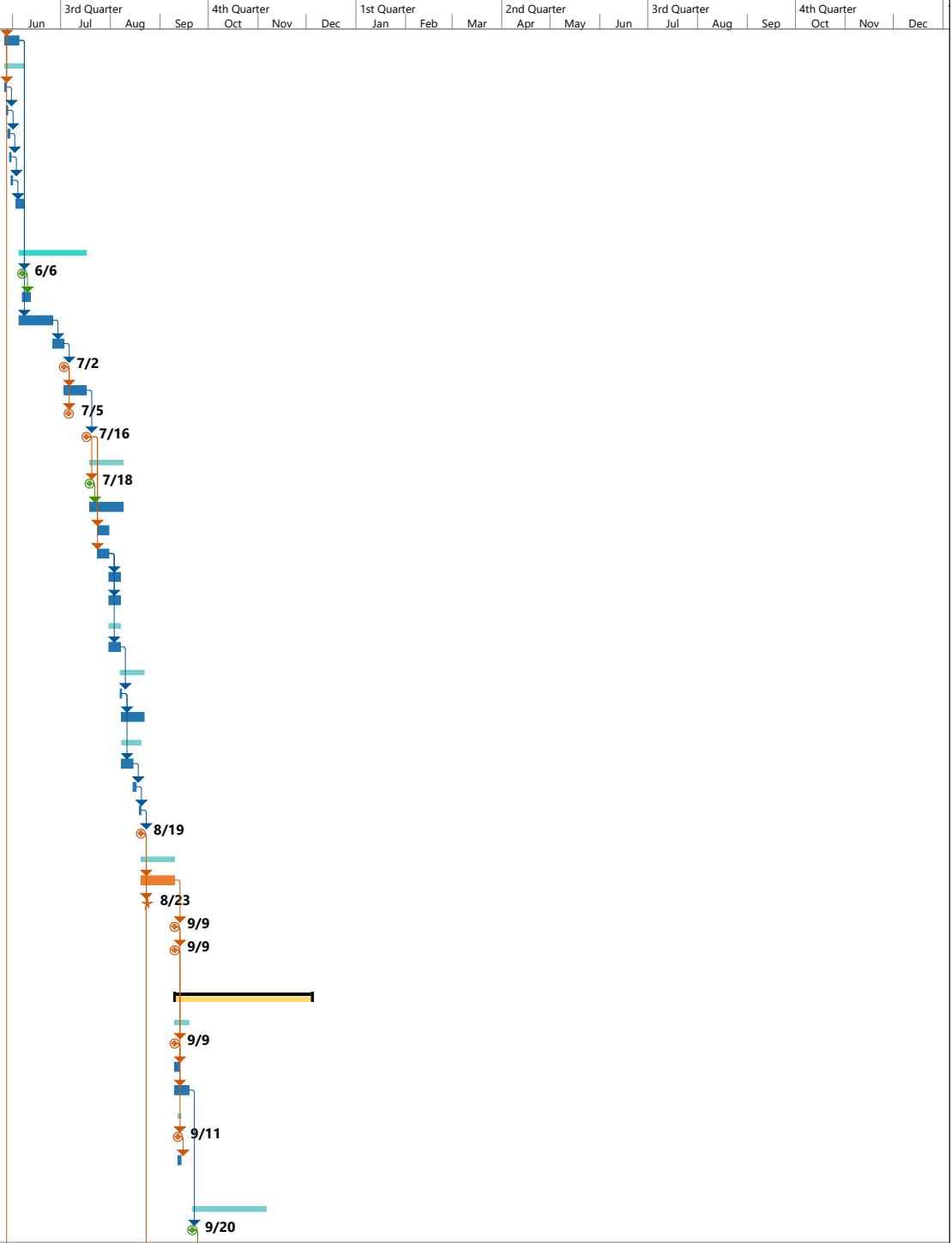


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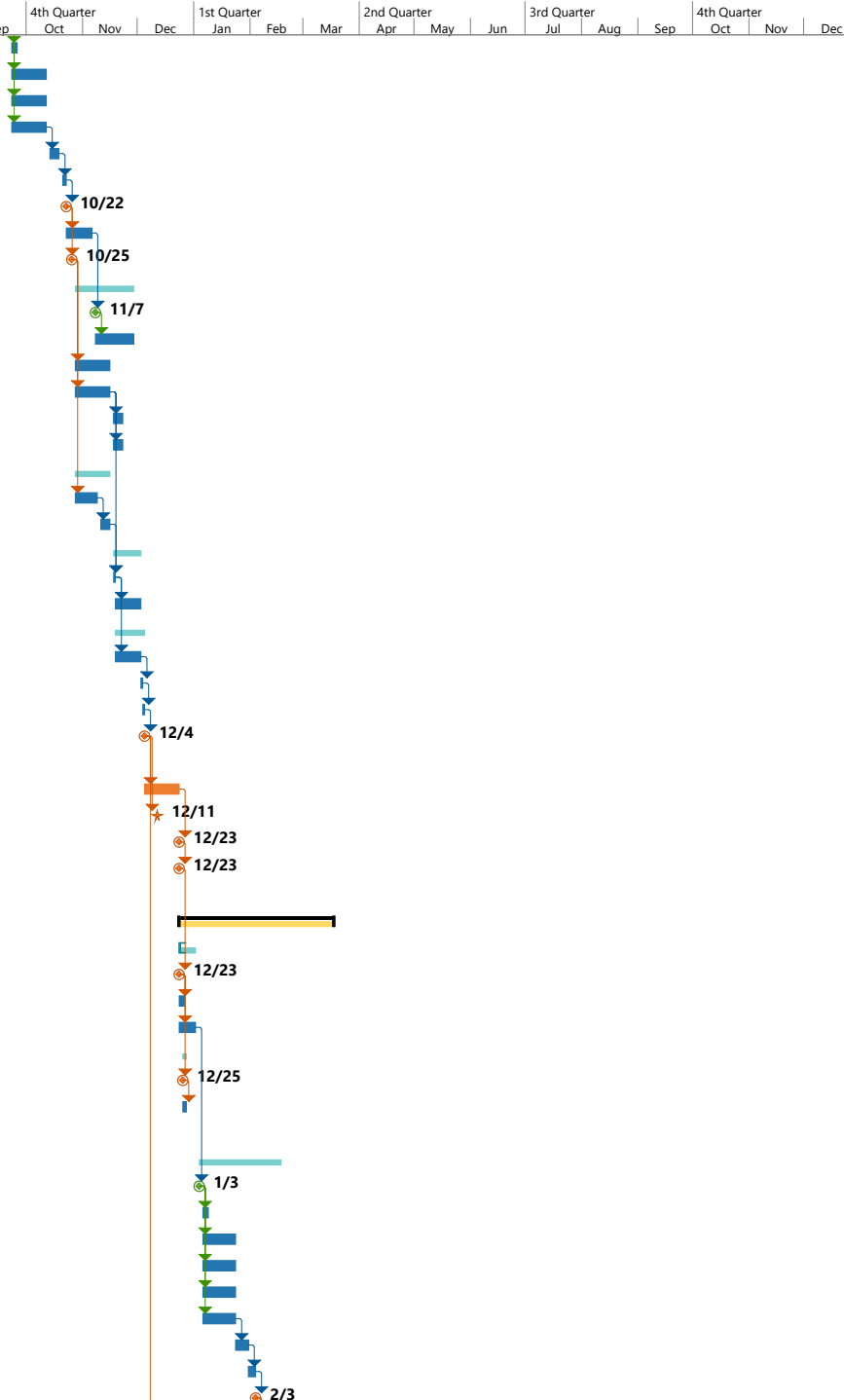
- Public Restrooms:
 1. re-design all public restrooms (14) except those on 6th floor
- Security:
 1. move security staff to main level
 2. decrease height of shelving to improve sightlines, within renovation scope area
 3. renovate existing offices on B1 level
 4. replace cameras and add cameras throughout building interior and exterior
- Access Control:
 1. evaluate existing system (Circa 1985) and improve, as necessary within renovation scope area
- Children's Area: See Vision Plan for more Information
 1. relocate to NE corner of 1st floor (Hemicycle)
 2. add outdoor play area
 3. add maker spaces and story time spaces
- Event Center:
 1. move event center to first floor at existing children's area
 2. add catering kitchen and restrooms
 3. improve separate entrance and natural lighting
 4. add outdoor event area
 5. structural modifications as required to accommodate two story event space
- Existing Event Center
 1. convert to shelving/storage area and change access control for staff only access
 2. remove public restrooms
- Teen Area:
 1. expand and relocate to 2nd floor
 2. add maker space, if possible
 3. add teen staff area
- Site:
 1. improve site lighting and site furniture
 2. improve landscaping
 3. repair masonry/granite, as necessary
 4. it is assumed that less than 0.5 acre will be disturbed by improvements
- Reading Room:
 1. add reading room to existing media room
- Coffee Shop:
 1. add exterior entrance
 2. reconfigure and potentially relocate
- Staff Offices:
 1. Relocate and consolidate staff offices associated with renovation area scope

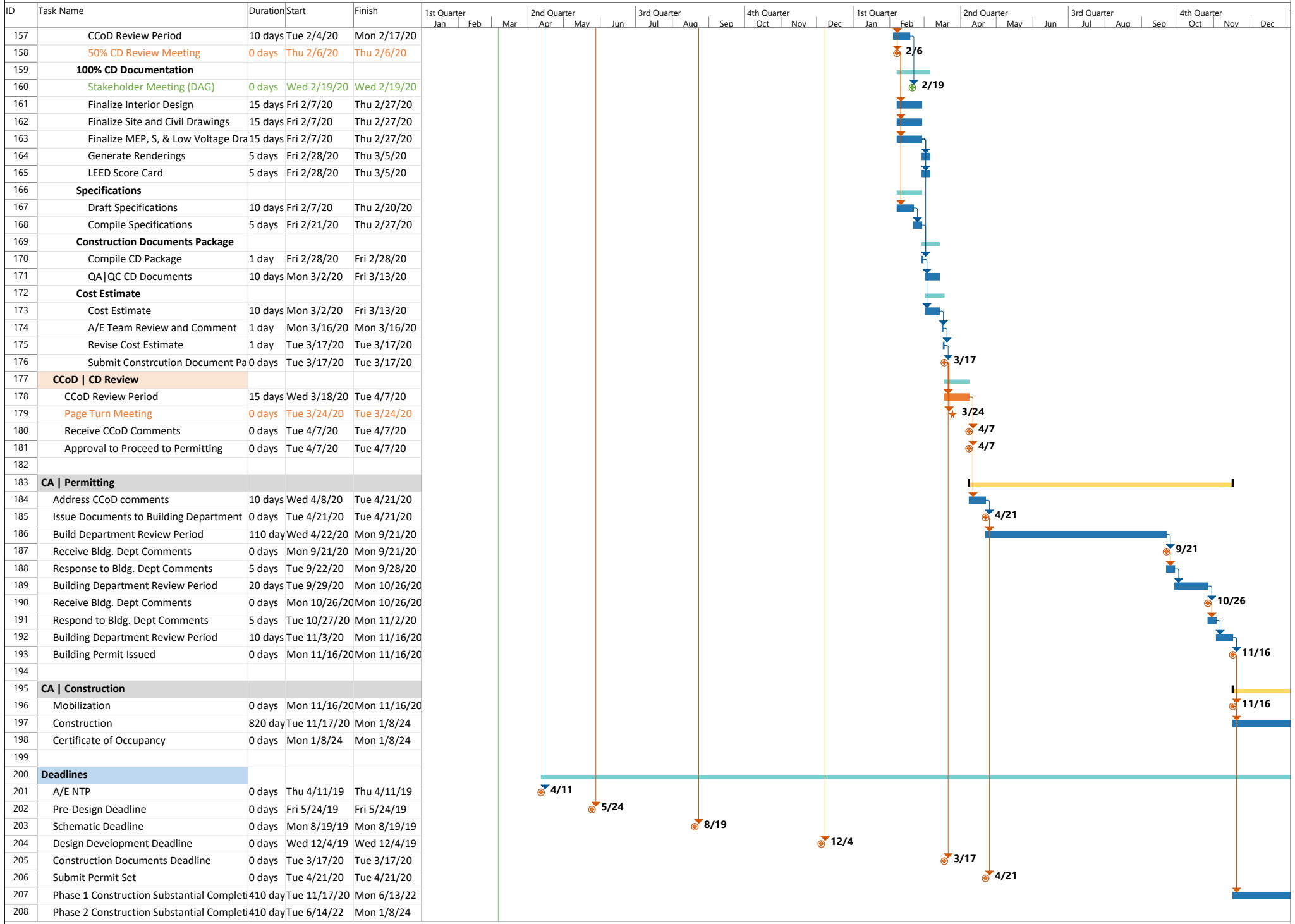


ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
53	Address Meeting Comments	7 days	Mon 5/27/19	Tue 6/4/19																									
54	Confirm Base Revit Model																												
55	Site Investigation - Field Verify Level 1	1 day	Mon 5/27/19	Mon 5/27/19																									
56	Site Investigation - Field Verify Level 2	1 day	Tue 5/28/19	Tue 5/28/19																									
57	Site Investigation - Field Verify Level 3	1 day	Wed 5/29/19	Wed 5/29/19																									
58	Site Investigation - Field Verify Level 4	1 day	Thu 5/30/19	Thu 5/30/19																									
59	Site Investigation - Field Verify Level 5	1 day	Fri 5/31/19	Fri 5/31/19																									
60	Draft Verified As-Built Conditions	5 days	Mon 6/3/19	Fri 6/7/19																									
61	Schematic Design Documentation																												
62	50% SD Submittal	30 days	Wed 6/5/19	Tue 7/16/19																									
63	Stakeholder Meeting (DAG)	0 days	Thu 6/6/19	Thu 6/6/19																									
64	Prepare Meeting Notes	3 days	Fri 6/7/19	Tue 6/11/19																									
65	Develop two conceptual designs	15 days	Wed 6/5/19	Tue 6/25/19																									
66	Generate Renderings	5 days	Wed 6/26/19	Tue 7/2/19																									
67	Submit 50% SD Design Options	0 days	Tue 7/2/19	Tue 7/2/19																									
68	CCoD Review Period	10 days	Wed 7/3/19	Tue 7/16/19																									
69	50% SD Review Meeting	0 days	Fri 7/5/19	Fri 7/5/19																									
70	CCoD Preferred Option Selection	0 days	Tue 7/16/19	Tue 7/16/19																									
71	100% SD Documentation																												
72	Stakeholder Meeting (DAG)	0 days	Thu 7/18/19	Thu 7/18/19																									
73	Develop Preferred Option	15 days	Fri 7/19/19	Thu 8/8/19																									
74	Structural Narratives	5 days	Wed 7/24/19	Tue 7/30/19																									
75	Site Plan Utility Tie-in Locations	5 days	Wed 7/24/19	Tue 7/30/19																									
76	MEP Narratives	5 days	Wed 7/31/19	Tue 8/6/19																									
77	LEED Strategy	5 days	Wed 7/31/19	Tue 8/6/19																									
78	Specifications																												
79	Outline Specifications	5 days	Wed 7/31/19	Tue 8/6/19																									
80	Schematic Design Package																												
81	Compile SD Package	1 day	Wed 8/7/19	Wed 8/7/19																									
82	QA QC SD Documents	10 days	Thu 8/8/19	Wed 8/21/19																									
83	Cost Estimate																												
84	Cost Estimate	5 days	Thu 8/8/19	Wed 8/14/19																									
85	A/E Team Review and Comment	2 days	Thu 8/15/19	Fri 8/16/19																									
86	Revise Cost Estimate	1 day	Mon 8/19/19	Mon 8/19/19																									
87	Submit 100% SD Package	0 days	Mon 8/19/19	Mon 8/19/19																									
88	CCoD SD Review																												
89	CCoD Review Period	15 days	Tue 8/20/19	Mon 9/9/19																									
90	100% SD Review Meeting	0 days	Fri 8/23/19	Fri 8/23/19																									
91	Receive AHEC Comments	0 days	Mon 9/9/19	Mon 9/9/19																									
92	Approval to Proceed to DD's	0 days	Mon 9/9/19	Mon 9/9/19																									
93																													
94	Design Development	62 days	Mon 9/9/19	Wed 12/4/19																									
95	Kick-Off Design Development																												
96	Design Development Kick-Off Meeting	0 days	Mon 9/9/19	Mon 9/9/19																									
97	Prepare Meeting Notes	3 days	Tue 9/10/19	Thu 9/12/19																									
98	Address Meeting Comments	7 days	Tue 9/10/19	Wed 9/18/19																									
99	Coordination																												
100	A/E Team Meeting	0 days	Wed 9/11/19	Wed 9/11/19																									
101	Issue Team Meeting Minutes	2 days	Thu 9/12/19	Fri 9/13/19																									
102	Design Development Documentation																												
103	50% DD Submittal																												
104	Stakeholder Meeting (DAG)	0 days	Fri 9/20/19	Fri 9/20/19																									



ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
105	Prepare Meeting Notes	3 days	Mon 9/23/19	Wed 9/25/19																								
106	Develop Interior Design	15 days	Mon 9/23/19	Fri 10/11/19																								
107	Develop Site and Civil Drawings	15 days	Mon 9/23/19	Fri 10/11/19																								
108	Develop MEP, S, & Low Voltage Draw	15 days	Mon 9/23/19	Fri 10/11/19																								
109	Generate Renderings	5 days	Mon 10/14/19	Fri 10/18/19																								
110	Compile 50% Submittal	2 days	Mon 10/21/19	Tue 10/22/19																								
111	Submit 50% DD for Review	0 days	Tue 10/22/19	Tue 10/22/19																								
112	CCoD Review Period	10 days	Wed 10/23/19	Tue 11/5/19																								
113	50% DD Review Meeting	0 days	Fri 10/25/19	Fri 10/25/19																								
114	100% DD Submittal																											
115	Stakeholder Meeting (DAG)	0 days	Thu 11/7/19	Thu 11/7/19																								
116	Develop Interior Design	15 days	Fri 11/8/19	Thu 11/28/19																								
117	Develop Site and Civil Drawings	15 days	Mon 10/28/19	Fri 11/15/19																								
118	Develop MEP, S, & Low Voltage Draw	15 days	Mon 10/28/19	Fri 11/15/19																								
119	Generate Renderings	5 days	Mon 11/18/19	Fri 11/22/19																								
120	LEED Strategy + Score Card	5 days	Mon 11/18/19	Fri 11/22/19																								
121	Specifications																											
122	Draft Specifications	10 days	Mon 10/28/19	Fri 11/8/19																								
123	Compile Specifications	5 days	Mon 11/11/19	Fri 11/15/19																								
124	Design Development Package																											
125	Compile DD Package	1 day	Mon 11/18/19	Mon 11/18/19																								
126	QA QC DD Documents	10 days	Tue 11/19/19	Mon 12/2/19																								
127	Cost Estimate																											
128	Cost Estimate	10 days	Tue 11/19/19	Mon 12/2/19																								
129	A/E Team Review and Comment	1 day	Tue 12/3/19	Tue 12/3/19																								
130	Revise Cost Estimate	1 day	Wed 12/4/19	Wed 12/4/19																								
131	Submit Design Development Package	0 days	Wed 12/4/19	Wed 12/4/19																								
132	CCoD DD Review																											
133	CCoD Review Period	15 days	Thu 12/5/19	Mon 12/23/19																								
134	Page Turn Meeting	0 days	Wed 12/11/19	Wed 12/11/19																								
135	Receive CCoD Comments	0 days	Mon 12/23/19	Mon 12/23/19																								
136	Approval to Proceed to CD's	0 days	Mon 12/23/19	Mon 12/23/19																								
137																												
138	Construction Documents	62 days	Mon 12/23/19	Tue 3/17/20																								
139	Kick-Off Construction Documents			Mon 12/23/19																								
140	Construction Documents Kick-Off Meeting	0 days	Mon 12/23/19	Mon 12/23/19																								
141	Prepare Meeting Notes	3 days	Tue 12/24/19	Thu 12/26/19																								
142	Address Meeting Comments	7 days	Tue 12/24/19	Wed 1/1/20																								
143	Coordination																											
144	A/E Team Meeting	0 days	Wed 12/25/19	Wed 12/25/19																								
145	Issue Team Meeting Minutes	2 days	Thu 12/26/19	Fri 12/27/19																								
146	Design Development Documentation																											
147	50% CD Submittal																											
148	Stakeholder Meeting (DAG)	0 days	Fri 1/3/20	Fri 1/3/20																								
149	Prepare Meeting Notes	3 days	Mon 1/6/20	Wed 1/8/20																								
150	Develop Interior Design	15 days	Mon 1/6/20	Thu 1/23/20																								
151	Develop Site and Civil Drawings	15 days	Mon 1/6/20	Thu 1/23/20																								
152	Develop MEP, S, & Low Voltage Draw	15 days	Mon 1/6/20	Thu 1/23/20																								
153	Develop Fire Suppression Strategy	15 days	Mon 1/6/20	Thu 1/23/20																								
154	Generate Renderings	5 days	Fri 1/24/20	Thu 1/30/20																								
155	Compile 50% Submittal	2 days	Fri 1/31/20	Mon 2/3/20																								
156	Submit 50% CD for Review	0 days	Mon 2/3/20	Mon 2/3/20																								





**Denver Central Library Renovation
Elevate Denver Bond Program**

studiotrope Design Collective - FEE PROPOSAL TABULATION FORM

Consultant Name	FEE & DETAILS								
	discipline	PD Fee	SD Fee	DD Fee	CD Fee	CA Fee Base	Total Base Fee	Percentage of Total Fee	Contract M/WBE % Commitment
sDC	Arch/Int/GD	\$72,030	\$222,380	\$262,580	\$323,480	\$428,092	\$1,308,562	51.6%	
Eugene Lynne	Survey	\$28,165	\$0	\$0	\$0	\$0	\$28,165	1.1%	0.5%
ECG	Civil	\$0	\$3,600	\$6,250	\$13,100	\$3,509	\$26,459	1.0%	
MB	Landscape	\$12,430	\$22,000	\$46,270	\$42,670	\$11,841	\$135,211	5.3%	4.5%
AECOM w/ Integral Eng	Structural	\$1,000	\$3,850	\$5,150	\$5,450	\$2,815	\$18,265	0.7%	
Integral Eng	M/WBE Struct	\$4,300	\$17,000	\$27,000	\$26,500	\$7,823	\$82,623	3.3%	3.0%
AECOM w/ RJA Eng	MEP	\$8,750	\$34,100	\$40,900	\$49,050	\$52,495	\$185,295	7.3%	
RJA Eng	M/WBE MEP	\$10,000	\$32,000	\$53,500	\$55,000	\$17,547	\$168,047	6.6%	6.0%
AECOM	FA / FP	\$2,650	\$10,550	\$12,150	\$13,750	\$10,090	\$49,190	1.9%	
K2	Low Voltage	\$4,292	\$8,751	\$42,410	\$62,948	\$37,192	\$155,593	6.1%	5.5%
Ambient	LEED	\$6,918	\$4,730	\$6,892	\$18,360	\$12,828	\$49,728	2.0%	1.5%
MTC	ADA	\$840	\$1,440	\$1,920	\$2,880	\$0	\$7,080	0.3%	
PPV	Cost Est.	\$38,715	\$38,070	\$14,315	\$4,115	\$36,557	\$131,772	5.2%	
Lerch Bates	Elevator	\$5,212	\$9,828	\$8,380	\$10,000	\$20,530	\$53,950	2.1%	
ServiceFirst	Expeditor	\$0	\$0	\$0	\$45,000	\$0	\$45,000	1.8%	
iBIM	QC Review	\$0	\$2,500	\$2,500	\$2,500	\$1,462	\$8,962	0.4%	
Kin DuBois	Braintrust	\$3,500	\$3,500	\$2,000	\$2,000	\$0	\$11,000	0.4%	
Ozi Friedrich	Braintrust	\$5,250	\$12,600	\$15,960	\$9,030	\$1,305	\$44,145	1.7%	
Kevin Keady	Braintrust	\$3,000	\$3,000	\$3,000	\$3,000	\$0	\$12,000	0.5%	
Michael Murphy	Braintrust	\$2,000	\$2,000	\$1,000	\$1,000	\$0	\$6,000	0.2%	
S.A. Miro	Peer Review	\$1,000	\$0	\$3,500	\$3,500	\$0	\$8,000	0.3%	
SUBTOTAL		\$210,052	\$431,899	\$555,677	\$693,333	\$644,086	\$2,535,047	100.0%	21.0%
Reimbursable Expenses	all						\$31,400		
Additional CA Services	all						\$300,000		
Additional Services Allowance	all						\$500,000		
GRAND TOTAL FEE							\$3,366,447		

Discipline Column added to the form issued by CCoD for information.
 PD Fee Column added to the form issued by CCoD based on the Professional Design Services - Scope of Work document issued by CCoD.
 Design Fees above calculated based on \$31.8M construction budget
 PD & SD Fees include design services for ADA Assessment Phase 2 scope (outside of base scope renovation areas)
 PD & SD Fees include Quality Management Plan
 CA Fee includes Move Coordination as required by construction phasing
 CA Fee Base is based on \$23.25M construction budget and 130 week construction period
 CA Fee Allowance based on the additional \$8.55M and 26 weeks for a total construction cost of \$31.8M, and 156 week construction period is estimated to be \$238,000

EXHIBIT B

KEY PERSONNEL / RATES



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EXHIBIT B – KEY PERSONNEL

DESIGN SERVICES AGREEMENT CENTRAL LIBRARY RENOVATION

KEY PERSONNEL

The following people have been identified as Key Personnel:

Joseph Montalbano
Anne Pharamond

ATTACHMENT 3
CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: studiotrone Design Collective

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Consultant may copy this page or modify it to conform to the services being offered.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project oversight, Primary point of contact, Designer	\$148
Sr. Project Manager	Manager of day/day operations, schedule, budget, Primary point of contact	\$132
Interior Designer	Designer, FFE specification,	\$132
Graphic Designer	Designer, signage, environmental graphics	\$132
Project Manager	Manager of day/day operations, schedule, budget	\$122
Project Architect/Project Coordinator	Technical detailing, Consultant coordination	\$111
Project Team member level II	Revit drafting oversight, drawing coordination	\$106
Project Team member level I	Revit drafting	\$100
Administrative	Invoicing, Courier, Book keeping, General Office	\$58

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Prime Consultant: studiotrope Design Collective

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 3
CONSULTANT TEAM MEMBERS

Firm Name: Peak Program Value, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Strategic planning; innovation & QA	\$230
Project Executive	Client satisfaction; quality control & contract	\$200
Value Analyst	Value options, value analysis & life cycle \$s	\$195
Project Controls Lead	Team management, PoC, & procurement lead	\$185
Chief Estimator	Estimating team assignments; estimate QC	\$185
Senior Project Manager	Project oversight; procurement support	\$180
Mech\Elect\Civil Estimator	Mechanical, electrical & civil cost estimates	\$180
Senior Estimator\PM	Architectural & FF&E cost estimates	\$155
Project Estimator\Asst PM	Material quantity surveys; project follow-up	\$115
Technical Support	Data quality control; pricing database upkeep	\$90
Administrative Support	Information management; report preparation	\$75
Auditing	Validation of actual costs expended vs. GMP	\$185-\$395
Schedule Analyst	Validation of baseline & actual schedules	\$95-\$265

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: Peak Program Value

(Consultant may copy this page or modify it to conform to the services being offered.)

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

**ATTACHMENT 3
CONSULTANT TEAM MEMBERS**

Firm Name: MUNDUS BISHOP DESIGN, INC.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project lead, oversight, quality assurance	\$165/hr.
Project Manager	Project management	\$135/hr.
Senior Landscape Architect	Lead planning and design	\$120/hr.
Landscape Architect	Planning and design	\$ 95/hr.
Landscape Designer	Production, renderings, specifications	\$ 85/hr.
Graphics Technician	GIS, AutoCAD drawings, graphics	\$ 85/hr.
Administrative	Clerical	\$ 70/hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: **MUNDUS BISHOP DESIGN, INC.**

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 3

CONSULTANT TEAM MEMBERS

CONSULTANT: Elevation Consulting Group, Ltd.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract Management & Quality Assurance	\$200.00
Sr. Project Manager	Project Management & Coordination	\$150.00
Project Manager	Project Management & Coordination	\$125.00
Sr. Engineer	Engineering Design & Plan Production	\$115.00
Project Engineer	Engineering Design & Plan Production	\$100.00

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

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost of shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost of expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: Elevation Consulting Group, Ltd.

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 2

CONSULTANT TEAM MEMBERS

CONSULTANT:

Eugene Lynne

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

Title/Classification	Responsibilities	Rate/Hr.
Professional Land Surveyor	Oversee Field and Office Production	\$125/Hr.
Project Surveyor	Perform Field and Office Tasks	\$80/Hr.

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

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost of shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost of expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: Eugene Lynne

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

**ATTACHMENT 3
CONSULTANT TEAM MEMBERS**

CONSULTANT: AECOM Technical Services, Inc. (AECOM)

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

Title/Classification	Responsibilities	Rate/Hr.
Principal in Charge	Supervise design personnel	\$315.00
Principal Engineer	Design, calculations, drawing review	\$258.00
QA/QC	Quality assurance / Quality Control	\$235.00
Project Manager	Project Management & Coordination, Manages tasks to fee	\$208.00
Project Engineer/Architect	Engineering Design & Plan Production	\$192 - \$141.00
Staff Engineer/Architect	Engineering Design & Plan Production	\$191 - \$92.00
Assistant/Support Staff	Document control, general assistance	\$157 - \$53.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost of shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost of expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: AECOM Technical Services, Inc. (AECOM)

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 3
CONSULTANT TEAM MEMBERS

CONSULTANT: RJA Engineering

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversee Design	\$135.00
Associate	Design/Draft	\$115.00
Commissioning Agent	Commissioning	\$115.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost of shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost of expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: RJA Engineering

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 3

CONSULTANT TEAM MEMBERS

CONSULTANT: Integral Engineering Co.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal Director	Supervise design personnel, Project Management	\$178.00
Senior Engineer	Project Management, QA/QC, Engineering	\$142.00
Project Engineer	Design, calculations, drawing review	\$115.00
Drafting Supervisor	Lead CAD, model control, drafting	\$120.00
Administrative Assistant	Document control, general assistance	\$106.34
CAD Drafter	Drafting, drawing preparation	\$95.71

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost of shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost of expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: Integral Engineering Co.

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

**ATTACHMENT 3
CONSULTANT TEAM MEMBERS**

K2 Audio, LLC

CONSULTANT: _____

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Administration and oversight	\$170
Sr. Consultant	Overall Project Management and design	\$135
Consultant	Design	\$120
Sr. Designer	Design Assist	\$95
Designer	CAD and documentation support	\$85

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate **ONLY** when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost of shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office pricing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost of expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: _____ K2 Audio, LLC

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

**ATTACHMENT 3
CONSULTANT TEAM MEMBERS**

CONSULTANT: Meeting the Challenge

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

Title/Classification	Responsibilities	Rate/Hr.
Sr. Executive Consultant	Final reviews & advanced consulting & quality control	\$150.00
Executive Consultant	Reviews & advanced consulting & quality control	\$130.00
Sr. Project Consultant	Final Plan reviews & project consulting	\$120.00
Project Consultant	Plan reviews & project consulting	\$100.00
Field Technician	Field surveys	\$75.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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REIMBURSABLE EXPENSES

Consultant: Meeting the Challenge

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 3
CONSULTANT TEAM MEMBERS

CONSULTANT: Ambient Energy

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Leads, coordinates and reviews all deliverable from the Team	\$190 - \$210
	throughout the project as needed. Client point of contact.	
Project Manager	Manages tasks to fee, writes proposals, manages staff. Client interface.	\$145 - \$175
	Trains and mentors staff. Prepares billing.	
Commissioning Agent	Performs commissioning, monitored based commissioning, building	\$110 - \$140
	envelop commissioning, energy audits.	
Building Performance Engineer	Demonstrated capabilities in energy modeling software and / or daylight analysis software, energy audits.	\$108 - \$130
Sustainability Consultant	Facilitates sustainability charrettes, sustainability facilitation, GHG calculations LCA analysis.	\$103 - \$125
Administrative Assistant	Ability to provide as needed project support to teams, billing coordinator, travel coordinator.	\$55 - \$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: Ambient Energy

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

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

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

ATTACHMENT 3
CONSULTANT TEAM MEMBERS

Lerch Bates

CONSULTANT: _____

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

Title/Classification	Responsibilities	Rate/Hr.
Area Vice President	DD and Specification	\$350.00
Regional Manager	DD and Specification	\$325.00
Consultant	CA	\$275.00
CADD Operator	CAD	\$150.00
Clerical	Administrative	\$105.00

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

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
- (4) Other costs negotiated at the Task Order Level.

REIMBURSABLE EXPENSES

Consultant: _____ Lerch Bates _____

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

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2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City P.M.

All reimbursable expenses must be pre-approved in writing by the City's Project Manager.

EXHIBIT C

INSURANCE ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2019

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

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

PRODUCER Landmark Insurance Group, LLC 6501 E. Belleview Ave. Suite 280 Englewood CO 80111		CONTACT NAME: Danielle Schmeling PHONE (A/C, No, Ext): (720) 403-9450 FAX (A/C, No): (720) 403-9451 E-MAIL ADDRESS: dschmeling@landmarkinsgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Insurance	
		INSURER B: Pinnacol Assurance	
		INSURER C: AXIS Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Studios LLC, DBA: Studios Design Collective 2942 Welton St. Denver CO 80205			

COVERAGES

CERTIFICATE NUMBER: CL1891305057

REVISION NUMBER:

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

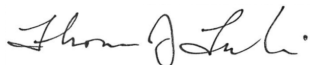
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		34SBAPK6898	09/03/2018	09/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		34SBAPK6898	09/03/2018	09/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		34SBAPK6898	09/03/2018	09/03/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4126666	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY - CLAIMS MADE FORM			AEA001385-03-2018	09/10/2018	09/10/2019	PER CLAIM 2,000,000 AGGREGATE 2,000,000

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

Project: 1902 - Denver Central Library.

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured to the appropriate policies.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Department of Public Works 201 W Colfax Ave, Dept. 611 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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