

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Dig Studio, Inc.**, a Colorado Limited Liability Corporation, with its principal place of business located at 1523 15th St., Suite 200, Denver, CO 80202 (the “Design Consultant”), jointly “the Parties”.

RECITALS:

A. The City desires to obtain professional architecture and engineering design services in support of the Re-Imagine Play – Paco Sanchez Park (the “Project”); and

B. The Design Consultant represents that its members include a duly licensed engineer/architect of the State of Colorado and that the Design Consultant has the present capacity and is experienced and qualified to perform professional architectural and engineering design services for the City in connection with the Project as specified in this Agreement; and

C. Design Consultant is ready, willing and able to provide the services described herein.

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

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant with respect to the furnishing of professional design services 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 Parks and Recreation (“Executive Director”, “Manager”; “Manager of Parks and Recreation”) is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates Michael Bouchard as the 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 Executive Director's approval. The Executive Director expressly reserves the right to designate another authorized representative to perform on the Executive Director’s behalf by written notice to the Design Consultant.

1.03 Independent Contractor. The Design Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Design Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, 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** as it may be amended or supplemented by written agreement.

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 projects 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 Executive 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 anticipated Project Construction Cost will be provided to the Design Consultant upon execution of this Agreement and will be revised for Phase 2.

(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 A** 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 A**. 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 Executive 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 Executive Director, which approval shall not be unreasonably withheld.

(g) If, during the term of this Agreement, the Executive Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Executive Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Executive 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 Executive Director's notice.

(h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a 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 Executive 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 Executive Director before they are assigned to a specific project.

(k) The Executive Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Executive Director receives the list of changes. If the Executive 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. The Basic Services which must be performed on the Project have been separated into the phases described below. This agreement will establish the tasks and a maximum price for Phase I.

(a) **Phase I - Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration:** Phase I consists of all work described in **Exhibit A**. The Design Consultant shall satisfactorily complete all work set out in **Exhibit A** as part of Design Consultants basic services for Phase I.

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 **Exhibit A** (and any supplements thereto), 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 A**;
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 of 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 Executive 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) Payment to the Design Consultant for such surveying, testing, and investigation 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 MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 43%.

(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:

(a) **Fee for Phase I Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase I basic services rendered hereunder, a fee not to exceed **Five Hundred and Eighty Eight Thousand Three Hundred and Fifty One Dollars and No Cents (\$588,351.00)**, in accordance with the billing rates and project budget stated in **Exhibit A**.

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 Zero Dollars (\$0.00) unless an additional amount is approved by the Executive Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in

accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **Twenty Thousand Dollars and Zero Cents (\$20,000.00)**.

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 Executive Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Executive 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 **Six Hundred and Eight Thousand Three Hundred and Fifty One Dollars and No Cents (\$608,351.00)**, (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 Manager 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 this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on execution of this Agreement and expire, 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 Executive Director.

(b) The Executive Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Executive Director. Design Consultant will have twenty days from the date written notice is received that its performance is unsatisfactory to correct the problem to the Executive Director's satisfaction.

(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.

(f) The Design Consultant shall not be liable for any claim or damage to the City arising out of the reuse of Documents it prepared pursuant to this Agreement for another project.

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

5.04 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 be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Design Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 Insurance.

(a) General Conditions: Contractor agrees to secure, at or before the time of

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

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

(c) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation: For all coverages, Contractor’s insurer shall waive subrogation rights against the City.

(e) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors 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. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance: Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor'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 Contractor executes this Agreement.

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

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

(i) Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions:

1. For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are in excess of policy limits;
 - (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.
2. 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
- 3. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense and Indemnification.

(a) To the fullest extent permitted by law, the Design Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages arising out of, resulting from, or related to work performed or services provided under this Agreement to the extent and for an amount equal to the total percentage of negligence or fault, whichever is greater, attributable to the Design Consultant and Design Consultant's agents, representatives, subcontractors and suppliers.

(b) If Design Consultant is providing architectural, engineering, surveying or other design services the extent of Design Consultant's obligation to defend, indemnify and hold harmless will be determined after Design Consultant's liability or fault, whichever is greater, as well as the liability or fault of Design Consultant's agents, representatives, subcontractors and suppliers has been determined by adjudication, alternative dispute resolution or mutual agreement.

(c) In all other cases, Design Consultant's duty to defend and indemnify City shall arise at the time written notice of a claim is provided to City regardless of whether suit has been filed and even if Design Consultant is not named as a Defendant.

(d) Design Consultant's defense obligation includes all expenses incurred including, but not limited to, court costs and attorney fees incurred in defending and investigating claims or seeking to enforce this defense and 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.

(e) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

(g) This defense and indemnification requirement does not require that Design Consultant defend, indemnify or hold the City harmless for the City's own negligence.

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 and Key Personnel

Exhibit B 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, in descending order:

Sections 1 through 5

Exhibit A

Exhibit B

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 Executive Director.

5.21 Waiver of C.R.S. 13-20-802, et seq. The Design Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in 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 Executive Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Executive Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Executive Director, City Council or the Auditor.

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

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

to the City: Executive Director of Parks and Recreation
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

to the Design Consultant: Dig Studio
1523 15th Street, Suite 200
Denver, CO 80202

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

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

5.27 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall

have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.28 Counterparts of this Agreement. This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5.29 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: PARKS-201524291-00

Contractor Name: DIG STUDIO INC

By: Jutika Wilson

Name: Gretchen Wilson
(please print)

Title: Principal Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

To: Michael Bouchard, Gordon Robertson, Denver Parks and Recreation

From: Gretchen Wilson & Laurel Raines, Dig Studio

Date: September 27, 2015

Subject: Proposal for Design Services for Reimagine Play at Paco Sanchez Park

Dear Michael and Gordon,

The Dig Studio Team (The Design Team - PORT Urbanism , Indie Architecture, and others as defined within) is pleased to present Denver Parks and Recreation (the Client) with the following Scope of Services to provide all of the engineering and design services to complete the park design for Reimagine Play at Paco Sanchez Park. Dig Studio, as the prime contractor, will coordinate with all of the sub-contractors to prepare Design Development Drawings, Construction Documents and Construction Observation for the project's total scope of work shown on Attachment 1. Each Team Member's sub-contract including scope of work and fees are attached at the back of this document.

These sub-contractor services include the following:

- Architectural design of the Kiosk building and plaza shade structure by PORT Urbanism (PU) and BRS Architects (BRSA).
- Civil Engineering for drainage, utilities, storm water and water quality by EES Civil Engineers (EES)
- Structural engineering for the building, shade structure, play feature footings, site walls and other elements requiring structural engineering by KL&A Structural Engineers (KL&A)
- Environmental contaminant evaluation and remediation plans by Pinyon Environmental (PE).
- Design and play review by The Big Sandbox (SB).
- Play safety and play feature consultation and review by Sitemasters (SM).
- Irrigation design and plaza fountain mechanical by Hydrosystems/KDI (HS/KDI)
- Site surveying for design layout only by Jehn Engineering (JE).
- Geotech soils evaluation and structural recommendations by Kumar Associates (KA).
- Skate feature design assistance and recommendations by Skate Design Group (SDG).
- Mechanical and electrical engineering for the building, site lighting and power for the fountain by MEC Engineers.

The present project schedule dates in Attachment 2 are based on correspondence with Michael Bouchard and may be modified with Client approval. The total number of meetings is recorded in the schedule Attachment 2. The number of site visits for construction observation is estimated at 20-30 meetings.

Scope and Fee for services to be Self-Performed by Dig Studio

Detailed Dig Studio Scope of Work:

Dig Studio shall provide design services for all landscape and hardscape scope items below.

- "Landscape" items are defined as overall tree layout intent, soil preparation, plantings and irrigation.
- "Hardscape" items are defined as pedestrian paving zone types with preliminary material palette, steps, walls, fixed planters, safety surfacing, athletic field surfacing, site furnishings, plaza fountain and site lighting fixtures.
- Play features: including all play features and or structures within the Play Plateau and Plaza areas.

- Dig Studio, with the Design Team, will review relevant regulatory requirements.
- Dig Studio will coordinate with and direct the Design Team throughout the DD, CD and CO process. This will include: communication with the Client, project scheduling and organizing submittals, scheduling and directing team and Client meetings, preparation and distribution of meeting notes, securing written design approval from the Client and distributing input to the sub-consultant group as needed. Dig Studio will oversee the design decisions of all consultants to ensure that the Client's desires are met. Dig Studio will coordinate and organize the sub-consultants roles during the Construction Observation process.

Task 1 – Design Development (DD)

Task 1.1- Plan Evaluation (1.5 week duration)

After gathering input from the Design Team, Dig Studio, will evaluate the final Schematic Design (SD) package submitted to Denver Parks and Recreation on April 2, 2015. The evaluation of the plan will assess how it responds to overall goals defined in Schematic Design and play goals, and make recommendations for DD changes moving forward.

Task 1.2 – Client Kickoff Meeting

Dig Studio will meet with the Denver Parks project team to review the Plan Evaluation and to discuss construction budget, project schedule, fundraising, team management and Design Development goals. The intent is to have a clear direction and authorization in writing from the Client for the Design Team moving forward with their pieces of the Design Development drawings.

Task 1.3 Schematic Design for Plateau Area - (3 week duration)

Dig Studio will produce SD level drawings for presentation to the Client for two (2) alternatives for the play area identified on the plan as the "Plateau". This design will include the reconfiguration of the tower element, park entry, additional play elements, associated land forms, planting areas, circulation, preliminary grading and safety surfaces.

Task 1.4 – Client Schematic Design Presentation Meeting

Dig Studio will present the SD alternatives to the Client for direction and approval. The Client and Dig Studio will choose the preferred direction which will be shared with the Design Team at the Team Kickoff Meeting. As a part of this discussion, Dig Studio and Client will determine how to distribute the task of producing the Design Development and Construction Documents for the plateau and all of its features. If IA or PU is selected to assist in the DD and CD development Dig Studio will modify their sub-contract and utilize Dig Studio fee to cover their additional services. The intent is to have a clear direction and authorization in writing from the Client for the Design Team moving forward with their pieces of the DD and CD drawings.

Task 1.5 – Team Kickoff Meeting (1.5 day duration)

This will be a one and a half day charrette with the Client, Dig Studio, PORT, Indie Architecture, Lois Brink, and Teri Hendy. Additional consultants including Rob Lockhart - Dynamo, BRSA, SDG, EES, Kumar, Hydro/KDI, MEC, will be invited to attend a portion of the meeting to familiarize them with the project. The focus of the meeting will be to review the Plan Evaluation recommendations, review the preferred Schematic Design for the plateau and discuss and coordinate the Design Development of the rest of the features of the design. Items that need further SD exploration will be studied and direction for moving forward determined. We will coordinate small breakout group discussions to address individual elements or areas. The intent is for each consultant to have a clear direction of what features they will be documenting in DD and CD and how to coordinate with other consultants throughout the process.

Task 1.6- 50% Design Development - (15% Construction Documents) (5 week duration)

Upon Client approval of Schematic Design documents, the Design Team will prepare 50% Design Development drawings per their individual scopes of work, produced digitally in AutoCAD and Rhino for review and written comments by Client. Each team member will be responsible for the production within their scope of services, (See attached Sub-Contracts). These Design Development plans will define the construction details, character and essentials of the project. These drawings will meet Denver Parks Requirements as well as City of Denver submittal requirements. Dig Studio will provide sheet formats to all Sub-Consultants.

Dig Studio will review and comment on Sub-Consultant's drawings prior to submittal to the Client. The Design Team will coordinate with fabricators to develop play element detailing that meets the design intent.

The Design Team Deliverables:

- 50% Design Development drawings for each Sub-Consultant's scope of work.
- 3d Models of individual elements or structures: PORT, Indie Architects
- PORT/BRSA will provide drawings for the kiosk building which will allow for accurate preliminary pricing by Contractors. DPR shall send out the package for bid at this time.

Dig Studio deliverables will include:

- **Site Plan / Materials Plan:** Provide Design Development level layout for all pedestrian hardscape and planting areas.
- **Sections/Elevations:** Provide Design Development level sections and elevations to illustrate design intent.
- **3d Model:** Dig Studio will coordinate the overall 3d model and present it for review by the Client.
- **Planting Plan:** Provide Design Development level layout for all planting areas, identifying plant locations and species.
- **Grading Plan:** Provide preliminary grading plan for all areas within the park scope of work.
- **Details:** Provide Design Development level construction details for all planting and hardscape elements as well as plateau and plaza play structures and fountain.

The following items will be prepared by others:

- **CAD Base Survey map** provided by the City of Denver.

Task 1.7- 100% Design Development - (30% Construction Documents) (5 week duration)

Upon Client written approval of 50% DD documents, the Design Team will prepare 100% Design Development drawings responding to comments for review and written comments by Client & City & County of Denver. These Design Development plans will define the construction details, character and essentials of the project. These drawings will meet Denver Parks Requirements as well as City & County of Denver submittal requirements. Dig Studio will review and comment on Sub-Consultant's drawings prior to submittal to the Client. The Design Team will coordinate with fabricators to develop play element detailing that meets the design intent.

The Design Team Deliverables:

- 100% Design Development drawings for each Sub-Consultant's scope of work.
- 3d Models of individual elements or structures: PORT, Indie Architects
- Cost Estimates for each Sub-Consultant's scope of work. Coordination with fabricators, manufacturers and contractors as needed to provide a detailed and accurate cost estimate of each element.

Dig Studio deliverables will include:

- **Site Plan / Materials Plan:** Provide Design Development level layout for all pedestrian hardscape and planting areas.
- **Sections/Elevations:** Provide Design Development level sections and elevations to illustrate design intent.
- **3d Model:** Dig Studio will coordinate the overall 3d model and present it for review by the Client.
- **Planting Plan:** Provide Design Development level layout for all planting areas, identifying plant locations and species.
- **Grading Plan:** Provide grading plan for all areas within the park scope of work.
- **Details:** Provide Design Development level construction details for all planting and hardscape elements as well as plateau and plaza play structures and fountain.
- **Cost Estimate:** Dig Studio will provide an estimate of probable construction costs for all Dig Studio scope items as well as compile and coordinate the overall project estimate of probable construction costs.

Task 2- Construction Documents - Drawings & Specifications

Task 2.1- 60% Construction Documents - (4 week duration)

Upon Client written approval of all 30% Design Development documents and receipt of written Client and City review comments, Dig Studio and the Design Team will develop 60% Construction drawings and technical sections for specifications (In MasterSpec format) to construct the work. The Design Team will also prepare written responses to Client & City comments. The Client shall be

responsible for construction budget verification, Bidding and Contract Requirements and General Requirements divisions of the specifications.

The Design Team shall prepare working drawings and technical sections of specifications to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work. In developing working drawings and technical sections of specifications, Dig Studio shall make our best efforts to coordinate our services with those of all other Sub-consultants and to maintain a construction budget in accordance with that established by the Client. Dig Studio will compile the specifications into one document for submittal purposes. The Design Team will coordinate with fabricators to develop play element detailing that meets the design intent.

The Design Team Deliverables:

- 60% Construction Document drawings and specifications for each Sub-Consultant's scope of work.

Dig Studio deliverables will include:

- **Layout Plan:** Provide Design Development level layout for all pedestrian hardscape and planting areas.
- **Planting / Hardscape Plan:** Locate and specify all hardscape and plant materials. Include plant schedule for all planting areas.
- **Fine Grading Plan:** Provide fine grading plan for areas of improvement within the park.
- **Details:** Provide construction details for all planting and hardscape elements as well as plateau and plaza play structures and fountain.
- **Specifications:** Provide draft specifications for all landscape and hardscape elements within Dig Studio scope.

Task 2.2- 90% Construction Documents (Bid Set) - (4 week duration)

Upon Client written approval of all 60% Design Development documents and receipt of written Client and City review comments, Dig Studio and the Design Team will develop 90% Construction drawings and technical sections for specifications (In MasterSpec format) to construct the work. The Design Team will also prepare written responses to Client & City comments. The Client shall be responsible for construction budget verification, Bidding and Contract Requirements and General Requirements divisions of the specifications.

The Design Team shall prepare working drawings and technical sections of specifications to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work. In developing working drawings and technical sections of specifications, Dig Studio shall make our best efforts to coordinate our services with those of all other Sub-consultants and to maintain a construction budget in accordance with that established by the Client. Dig Studio will compile the specifications into one document for submittal purposes. The Design Team will coordinate with fabricators to develop play element detailing that meets the design intent.

The Design Team Deliverables:

- 90% Construction Document drawings and specifications for each Sub-Consultant's scope of work.

Dig Studio deliverables will include:

- **Layout Plan:** Provide materials layout for all areas of improvement within the park within Dig Studio's scope of work.
- **Planting / Hardscape Plan:** Locate and specify all hardscape and plant materials. Include plant schedule for all planting areas.
- **Fine Grading Plan:** Provide fine grading plan for areas of improvement within the park.
- **Details:** Provide construction details for all planting, hardscape, plaza fountain and play features or structures within Dig Studios scope.
- **Specifications:** Provide draft specifications for all planting and hardscape areas within Dig Studio scope.

Task 2.3- 100% Construction Documents (Final 'For Construction' Drawings & Specifications-For Permit) - (4 week duration)

Upon Client written approval of all 90% Design Development documents and receipt of written Client and City review comments, Dig Studio and the Design Team will develop 100% Construction drawings and technical sections for specifications (In MasterSpec format) to construct the work. The Design Team will also prepare written responses to Client & City comments. The Client shall be

responsible for construction budget verification, Bidding and Contract Requirements and General Requirements divisions of the specifications.

The Design Team shall prepare working drawings and technical sections of specifications to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work. In developing working drawings and technical sections of specifications, Dig Studio shall make our best efforts to coordinate our services with those of all other Sub-consultants and to maintain a construction budget in accordance with that established by the Client. Dig Studio will compile the specifications into one document for submittal purposes. The Design Team will coordinate with fabricators to develop play element detailing that meets the design intent.

The Design Team Deliverables:

- 100% Construction Document drawings and specifications for each Sub-Consultant's scope of work.

Dig Studio deliverables will include:

- **Planting / Hardscape Plan:** Locate and specify all hardscape and plant materials. Include plant schedule for all planting areas.
- **Fine Grading Plan:** Provide fine grading plan for areas of improvement within park.
- **Details:** Provide construction details for all planting, hardscape, plaza fountain and play features or structures within Dig Studios scope.
- **Specifications:** Provide draft specifications for all planting and hardscape areas within Dig Studio scope.

Task 3- Construction Observation (13 month duration)

The Design Team will provide Construction Observation of the implementation of the Construction Documents to ensure that the design is installed per the drawings and specifications. Dig Studio will provide all Construction Documents to the City to be used in the City's bidding process. The City will manage the bidding and contracting process for this project.

Task 3.1 Construction Observation (11 month duration)

- **Site Meetings (The Design Team)** – per sub-consultant proposals.
- **Site Meetings (Dig Studio)**– Dig Studio will attend field meetings (20-30) to review items related to our scope of work to ensure that the project is implemented per the construction drawings.
- **Construction Submittal Review and Project Management** – The Design Team will provide field reports and review: shop drawings, low-voltage light fixture choices and material submittals as necessary. Dig Studio will clarify or make revisions to the drawings and details as needed to facilitate the construction process.

The Design Team Deliverables (refer to individual sub-consultants' scopes of work for quantities):

- Field Reports per discipline related to review of their scope of work items.
- RFI responses per discipline.
- Addenda per discipline.

Dig Studio deliverables will include:

- Dig Studio will review bidders' questions related to Dig Studio scope of work items.
- Field reports related to review of Dig Studio scope of work items (up to 20).
- RFI responses related to Dig Studio scope of work items (up to 10).
- Addenda related to Dig Studio scope of work items (up to 3).
- Final Punch List

Meetings:

- One preconstruction meeting (Design Team)
- 20-30 on-site construction meetings (Dig Studio)
- Substantial Completion walk through (Dig Studio) (to generate Final Punch List)
- Final Walk through

Anticipated Project Completion Date: 4/30/2017**Additional Services**

Services in addition to Dig Studio's Scope of Work, when requested, shall be identified as such and billed at the current Billing Rate Schedule. Additional Services shall include, but are not limited to the following:

- A. GRAPHIC EXHIBITS OR DELIVERABLES: Graphic exhibits or deliverables required beyond those indicated in each stage of the Scope of Work.
- B. FEES: Payment for governmental permits, application fees, processing fees, and plan check fees.
- C. ADDITIONAL MEETINGS: Meetings in excess of those indicated in each stage of the Schedule, Attachment 2.
- D. ILLUSTRATIONS/RENDERINGS: Professional renderings prepared by third-party vendors as requested and approved by Client. Cost to include Dig Studio vendor cost and Dig Studio's labor for computer modeling and coordination plus administration fee.
- E. SCALE MODELS: Scale models as requested and approved for by Client. Cost to include Dig Studio cost (either internal or subcontracted) and Dig Studio's labor to prepare model drawings and coordination plus administration fee.
- F. DELAYS AND TIME EXTENSIONS beyond the duration listed above or due to issues out of the Design Team's control.
- G. VALUE ENGINEERING: The Dig Studio team will work with the selected CMGC contractor to get the project under the approved Schematic Design Budget. If time spent on Value Engineering goes beyond the time allotted under each phase then additional services fees will be discussed prior to proceeding with further redesign work.
- H. ADDITIONAL SUBMITTAL REVIEWS beyond those listed above.
- I. SUB-CONSULTANT FAILURE TO DELIVER: If at any time Dig Studio determines that a sub-consultant is not performing their scope of services as proposed, Dig Studio will bring it to the attention of the Client. If additional fee is needed to ensure that this scope of work is covered by another consultant then any increase in fee will be an additional service.
- J. CONTRACTOR ESTIMATING FEES: This scope of work assumes that the City will be procuring a Contractor to provide CM/GC services. Therefore all estimating will be provided by the selected Contractor with review only by the Design Team.

Fee Proposal (Dig Studio work only – please refer to Attachment 3 for the Overall Fee Spreadsheet including all Sub-Consultant Fees)

For the professional services described in the above Scope of Work, excluding Additional Services, Dig Studio proposes the following Professional Services Fee, to be completed on a Lump Sum basis:

TASK NUMBER	TASK NAME	FEE (USD)
Tasks 1.1, 1.2, 1.3, 1.4, 1.5	Kickoff Meetings and Schematic Design	\$ 24,000
Tasks 1.6, 1.7	50% & 100% Design Development	\$ 94,500
Tasks 2.1, 2.2, 2.3 60%, 90% & 100%	Construction Documents	\$ 103,500
Tasks 3.1 & 3.2	Bidding & Construction Observation	\$ 48,000
TOTAL DIG STUDIO PROFESSIONAL SERVICES LUMP SUM FEE:		\$ 270,000

Reimbursable Expenses:

Printing, reproduction, postal delivery, travel expenses, vehicle rental, mileage, parking, and meals will be billed at cost and are included in the Task Fees noted in the above table. All deliverables will be delivered digitally to be printed by the Client unless specifically requested otherwise. Printing for submittals will be billed as an expense.

Not included in the above fee are costs incurred for prints or other materials for public meetings. The cost of these printing charges if not printed by DPR will be billed above and beyond the Lump Sum Fee.

Attachments:

- 1) Attachment 1: Paco Sanchez Park DD/CD/CO Scope Diagram
- 2) Attachment 2: Paco Sanchez Park DD/CD/CO Schedule
- 3) Attachment 3: Paco Sanchez Park DD/CD/CO Overall Fee Spreadsheet (includes all sub-consultants)
- 4) Attachment 4: Sub-consultant Proposals as follows:
 - a. PORT Urbanism
 - b. Indie Architecture
 - c. BRSA Architects
 - d. EES Civil Engineers
 - e. KL&A Structural Engineers
 - f. Pinyon Environmental
 - g. Big Sandbox (Lois Brink)
 - h. Sitemasters (Teri Hendy)
 - i. Hydrosystems/KDI (Irrigation and Fountain Design)
 - j. Jehn Engineering (Survey)
 - k. Kumar Associates (Geotech Engineers)
 - l. Site Design Group (skate consultant)
 - m. MEC Engineers (MEP Engineers)
- 5) Attachment 5: Personnel Assignments and Hourly Rates

These fees are based on our current understanding of the project and desired scope of services. The remainder of the scope of work and associated fees to be executed by Dig Studio's sub-consultants are attached.

Sincerely,



Gretchen Wilson, PLA, ASLA
Principal, Partner, Dig Studio, Inc.



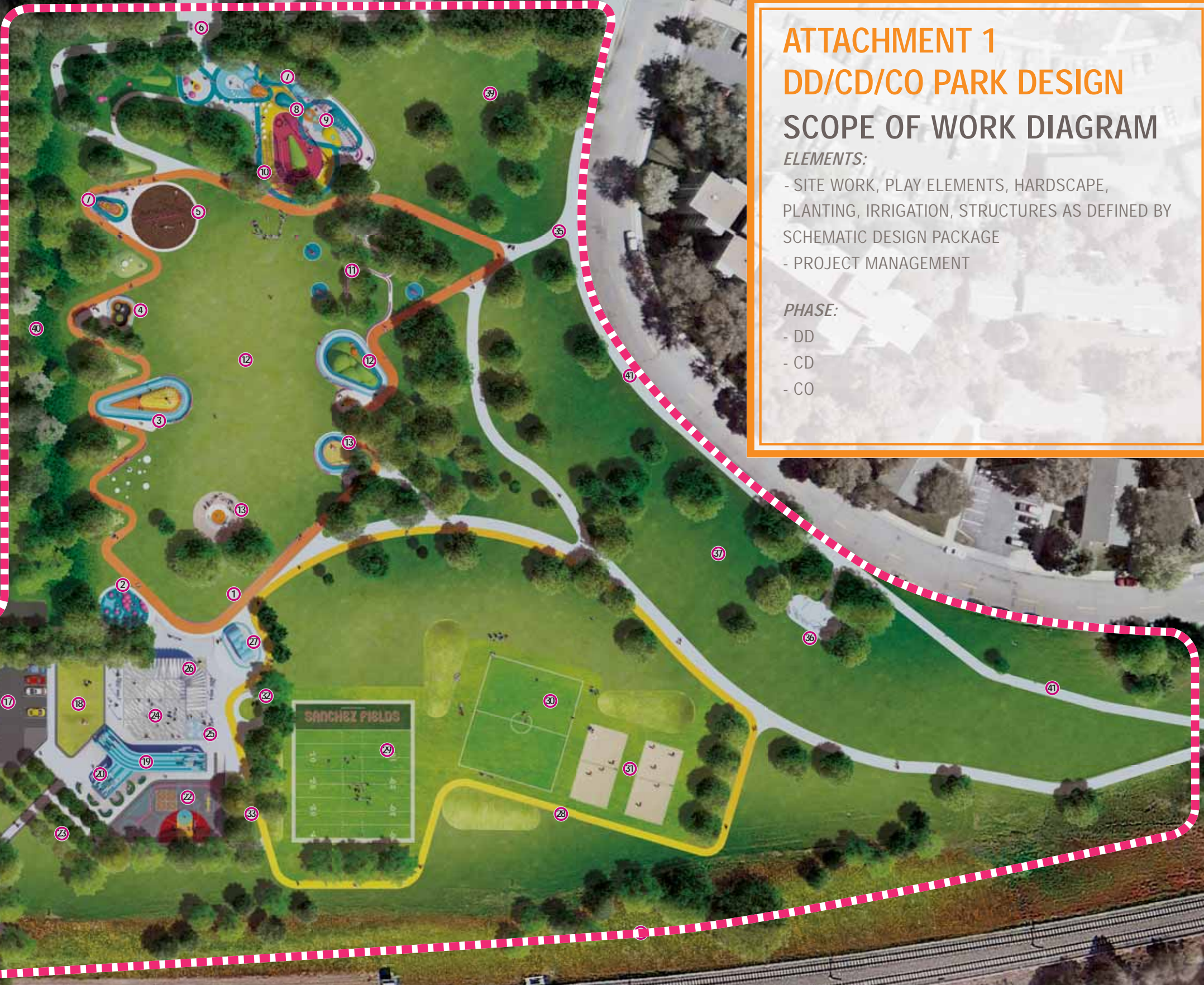
Laurel S Raines, PLA, ASLA
Principal, Partner, Dig Studio, Inc.



ATTACHMENT 1 DD/CD/CO PARK DESIGN SCOPE OF WORK DIAGRAM

ELEMENTS:
- SITE WORK, PLAY ELEMENTS, HARDSCAPE,
PLANTING, IRRIGATION, STRUCTURES AS DEFINED BY
SCHEMATIC DESIGN PACKAGE
- PROJECT MANAGEMENT

PHASE:
- DD
- CD
- CO



- PLAY LOOP + MUSIC BOWL**
- 1 Rubberized Play Loop Path
 - 2 Bubble Garden
 - 3 Climbing Mounds
 - 4 Bowl Slides
 - 5 Overlook Swings
 - 6 Julian Street Entry (ADA Accessible) + Slide
 - 7 Climbing Features
 - 8 Play Course
 - 9 Ropes, Spinners + Climbing
 - 10 Net Tower
 - 11 Tree Alley + Bench Swings
 - 12 Climbing Wall
 - 13 Lounge Net
 - 12 Music Bowl Lawn
 - 13 Stage / Skate Feature
- PACO SANCHEZ PLAZA**
- 14 Knox Diagonal Entry (ADA Accessible)
 - 15 Knox Diagonal Play Mounds
 - 16 13th Ave. Paseo Entry
 - 17 Parking Lot
 - 18 Grass Mounds
 - 19 Plaza Kiosk (Restrooms, Equipment Checkout)
 - 20 Demonstration Kitchen / Outdoor Classroom
 - 21 Demonstration Gardens
 - 22 Basketball + Court Games
 - 23 The Orchard
 - 24 Central Event Plaza
 - 25 Water Feature
 - 26 Shade Canopy / Stage
 - 27 Paco Sign
- FITNESS LOOP + FIELDS**
- 28 Rubberized 1/4-Mile Fitness Loop
 - 29 Half Flag Football Field
 - 30 Soccer Field
 - 31 Volleyball Courts
 - 32 Yoga Plinth
 - 33 Fitness Equipment
- ADDITIONAL FEATURES**
- 34 Knox Light Rail Station
 - 35 Avondale Dr. Entry
 - 36 Avondale Hill Overlook
 - 37 Avondale Hill Sledding Area
 - 38 Gulch Bridge (Existing)
 - 39 Picnic Area
 - 40 Native Grasses
 - 41 Bike Path

ATTACHMENT 2 - DD/CD/CO Schedule																																							
9/27/2015																																							
10/15 Start Date																																							
#	TASK	10/12/2015	10/19/2015	10/26/2015	11/2/2015	11/9/2015	11/16/2015	11/23/2015	11/30/2015	12/7/2015	12/14/2015	12/21/2015	12/28/2015	1/4/2016	1/11/2016	1/18/2016	1/25/2016	2/1/2016	2/8/2016	2/15/2016	2/22/2016	2/29/2016	3/7/2016	3/14/2016	3/21/2016	3/28/2016													
Holidays		Columbus Day			Election Day	Vet's Day		T-Day																															
1 Design Development																																							
1.1	Plan Evaluation (Dig, PORT, Indie)	1.5 weeks																																					
1.2	Client Kickoff Meeting	meeting																																					
1.3	Schematic Design - (Play Plateau)				3 weeks																																		
	Team Meetings (Dig/PORT, Dig Indie)	call/mtg.																																					
1.4	Client SD Presentation	meeting																																					
1.5	Team Kickoff Meeting	meeting																																					
1.6	50% Design Development Drawings (15%CD) (Building Prelim. Pricing Set)								5 weeks																														
	DPR 50% DD review/meeting	meeting																																					
	Team 50% DD Coordination meeting	call																																					
1.7	100% Design Development Drawings (30%CD)						5 weeks																																
	DPR 100% DD review/meeting	meeting		meeting		meeting		DPR review																															
	Team 100% DD Coordination meeting	meeting		call		call		call																															
	DD Cost Estimate (all)																																						
2 Construction Documents																																							
2.1	60% Construction Documents																4 weeks																						
	DPR 60% CD review/meeting	meeting		meeting		meeting		DPR review																															
	Team 60% CD Coordination Meeting	call		call		call																																	
2.2	90% Construction Documents (Bid Set)																			4 weeks																			
	DPR 90%CD review/meeting	meeting		meeting		meeting		DPR review																															
	Team 90% CD Coordination Meeting	meeting		call		call																																	
2.3	100% Construction Documents (Permit Set)																							4 weeks															
	DPR 100% CD review/meeting	meeting		call		call																																	
	Team 100% CD Coordination Meeting	meeting		call		call																																	
		4/1/2016	5/1/2016	6/1/2016	7/1/2016	8/1/2016	9/1/2016	10/1/2016	11/1/2016	12/1/2016	1/1/2017	2/1/2017	3/1/2017	4/1/2017																									
3 Bidding & Construction Observation																																							
3.1	Bidding - Addenda, RFI's, Submittal Review	2 months																																					
3.2	Construction Observation												11 months																										
Key																																							
	meeting	DPR and Dig Studio meeting																																					
	meeting	Team Meeting or call																																					
	DPR review	Drawings with DPR for review and comment																																					

Kiosk Bid Set Issuance

Bid Set Issuance

ATTACHMENT 3

OVERALL FEE INCLUDING ALL CONSULTANTS AND SUBCONSULTANTS

Paco Sanchez Park DD/CD/CO Fee Worksheet

		Dig Studio	PORT	Indie	BRS Arch.	EES Civil	KL&A Structural	Pinyon Environmental	Lois Big Sandbox	Teri Play Safety	Hydro/KDI Irrigation	Jehn Survey	Kumar Geotech	SDG Skate	MEC MEP	Total
Schematic Revisions	Percent Participation	62%	0%	0%					0%	5%		32%				100.0%
	Phase fee per team	\$24,000	\$0	\$0					\$0	\$2,000		\$12,500				\$38,500
Design Development Phase	Percent Participation	39%	22%	10%	4%	5.79%	4%	6.18%	1%	2%	1.17%	1%	2%	2.06%	1%	100.0%
	Phase fee per team	\$94,500	\$53,026	\$24,012	\$9,198	\$14,050	\$9,000	\$15,000	\$1,500	\$6,000	\$2,850	\$1,510	\$4,000	\$5,000	\$3,000	\$242,646
Construction Document Phase	Percent Participation	50%	4%	10%	8%	9.49%	3.836%	1.4%	0%	3%	6.21%			0.00%	3%	100.0%
	Phase fee per team	\$103,500	\$9,003	\$21,868	\$17,440	\$19,800	\$8,000	\$2,984	\$1,000	\$6,000	\$12,950			\$0	\$6,000	\$208,545
Bidding & CO Phase	Percent Participation	49%	2%	19%	21%	2.3%	3%			0%	3.73%				1%	100.0%
	Phase fee per team	\$48,000	\$2,028	\$18,304	\$20,398	\$2,250	\$3,000			\$0	\$3,680				\$1,000	\$98,660
Total Fee Per Firm (Remaining Phases)		\$270,000	\$64,057	\$64,184	\$47,036	\$36,100	\$20,000	\$17,984	\$2,500	\$14,000	\$19,480	\$14,010	\$4,000	\$5,000	\$10,000	\$588,351
	Percent of Overall Fee	46%	11%	11%	8%	6%	3%	3%	0.42%	2%	3%	2.38%	1%	1%	2%	
Allowance for Supplemental Services																\$ 20,000
Total																\$ 608,351

Attachment 4: Subconsultants' Scopes of Work

Indie Arhitecture

Indie Architecture

Scope Summary

Paco Sanchez Park
September 28, 2015

Indie Architecture will provide the services outlined below for play features in Paco Sanchez Park:

Bubble Garden
West Berm Land Integrated Features (Climbing Mound and associated features, Jumping Discs, Bowl Slides, Climbing Cathedral, and Swings)
The Woods
Climbing Wall
Lounge Net
Paco Sign

Additional features may be added to the scope during the course of the project as additional services.

Scope of Services

Task 1 Design Development

1.1 Evaluate the current plan against the proposed goals and principles outlined in Schematic Design. Provide documentation of analysis.

1.5 Participate in a full day team kickoff meeting to discuss task and phase delineation, deliverables and schedule, and coordination protocol.

1.6 50% Design Development Drawings (15% CD)

- a. Provide 50% Design Development drawings in Rhino or CAD set up in a sheet format sent out by Dig Studio. Collaborate with play consultants, manufacturers, and fabricators on design and documentation.
- b. Write outline specifications for typical materials and assemblies.
- c. Provide a target budget.
- d. Participate in meetings, calls, and other correspondence with Dig Studio, other consultants, and the client as needed.

1.7 100% Design Development Drawings (30% CDs)

- a. Provide 100% Design Development drawings in Rhino or CAD set up in a sheet format sent out by Dig Studio Collaborate with play consultants, manufacturers, and fabricators on design and documentation. Drawings will be to a level of detail that will allow cost estimating with a contingency factor of 10%.
- b. Update outline specifications to include all materials and assemblies.

- c. Write a preliminary fabrication and construction plan.
- d. Provide a cost estimate with input from contractors and fabricators.
- e. Participate in meetings, calls, and other correspondence with Dig Studio, other consultants, and the client as needed.

Task 2 Construction Documents

2.1 60% Construction Documents

- a. Provide 60% Construction Documents in Rhino or CAD set up in a sheet format sent out by Dig Studio. Collaborate with play consultants, manufacturers, and fabricators on design and documentation.
- b. Provide specifications for materials and assemblies.
- c. Update the cost estimate with input from contractors and fabricators.
- d. Participate in meetings, calls, and other correspondence with Dig Studio, other consultants, and the client as needed.

2.2 90% Construction Documents (Bid Set)

- a. Provide 90% Construction Documents in Rhino or CAD set up in a sheet format sent out by Dig Studio. Collaborate with play consultants, manufacturers, and fabricators on design and documentation. Drawings will include a level of detail that will allow contractors to determine costs.
- b. Provide complete specifications for materials and assemblies.
- c. Provide a final fabrication and construction plan.
- d. Participate in meetings, calls, and other correspondence with Dig Studio, other consultants, and the client as needed.

2.3 100% Construction Documents (Permit Set)

- a. Provide 100% Construction Documents in Rhino or CAD set up in a sheet format sent out by Dig Studio. Collaborate with play consultants, manufacturers, and fabricators on design and documentation. Drawings will include a level of detail required for evaluation by local and federal governing agencies.
- b. Provide complete specifications for materials and assemblies.
- c. Assist with required approval processes, including providing code compliance summaries and other necessary documents.
- d. Participate in meetings, calls, and other correspondence with Dig Studio, other consultants, and the client as needed.

Task 3 Bidding and Construction Observation

3.1 Bidding

- a. Provide drawings, specifications, and other information as requested by bidding contractors.
- b. Provide addenda to the Construction Documents.

3.2 Construction Observation

- a. Review and approve contractor submittals for conformance with the Construction Documents.
- b. Respond to Requests for Information.
- c. Provide addenda as needed.
- d. Attend meetings at the project site to review work for conformance with the Construction Documents.
- e. Participate in meetings, calls, and other correspondence with Dig Studio, other consultants, and the client as needed.

Indie Architecture

Fee Proposal

Paco Sanchez Park
September 28, 2015

Fee Summary

Indie Architecture will provide the services outlined in the attached scope summary and fee breakdown for the following fees.

Design Development	\$24,012
Construction Documents	21,868
Bidding and Construction Observation	<u>18,304</u>
Total	\$64,184

Format

All documents will be provided as PDF and/or CAD files.

Reimbursables

Prints, plots, travel, shipping charges, models, and renderings done at the owner's request and all other reimbursable expenses will be billed at 15% over direct costs and will be in addition to the agreed upon fee.

Invoicing Procedures

Monthly billings will reflect all time expended on the owner's business during that period, such as design work, drafting, conferences, research, and correspondence, plus reimbursable expenses.

Primary Personnel

Title:	Name:	Billing Rate:
Principal	Paul Andersen	\$140/hr
Project Manager	Jason King	\$105/hr

PORT Urbanism



September 28th, 2015

Paco Sanchez Park - Re-Imagine Play
Denver Department of Parks and Recreation (DPR)

SCOPE OF SERVICES

The Scope of Services will encompass work associated with the design development, construction documents and construction observation for the Paco Sanchez Park Re-Imagine Play Project (PSP), as defined below, taking the submitted schematic design concept completed under a separate contract as the starting point of the project. PORT Architecture and Urbanism LLC (PORT) will work collaboratively with Dig Studio (Dig), Barker Rinker Seacat Architecture (BRSA) and the broader consultant team.

01. DESIGN DEVELOPMENT

1.1 Plan Evaluation

PORT will work with Dig to assess the PSP schematic design, evaluate its capacity to meet Re-Imagine Play project goals and propose design development recommendations.

1.2 Client Kick-Off

No PORT Scope

1.3 Schematic Design (Play Plateau)

PORT will coordinate with Dig to prepare design options for a plaza play element(s); and participate in team/client meetings and/or working sessions. PORT will prepare design drawings for Plateau Play Elements as additional services, as requested by Dig.

1.4 Client SD Presentation

No PORT Scope

1.5 Team Kick-Off Meeting

PORT will participate in a two-day client and consultant team meeting / working session in Denver. (One PORT trip to Denver is included, 1 of 5.)

1.6 50% Design Development Drawings (15% CD)

(Kiosk Building: 80% PORT Responsibility; 20% BRSA Responsibility)

PORT will coordinate with BRSA, consultant team MEP and Structural Engineers and Contractor to prepare 15% CD detailed drawings and cost estimate for the Kiosk Building (projected construction cost of \$500,000); PORT will coordinate with the consultant team Structural Engineer to prepare 15% CD detailed drawings and cost estimate for the Plaza Shade Structure (projected construction cost of \$100,000-\$150,000); PORT will prepare 15% CD detailed drawings for a Plaza Play Element(s); PORT will participate in team/client meetings and/or working sessions, as requested.

(One PORT trip to Denver is included, 2 of 5.)

1.7 100% Design Development Drawings (30% CD)

(Kiosk Building: 80% PORT Responsibility; 20% BRSA Responsibility)

PORT will coordinate with BRSA, consultant team MEP and Structural Engineers and Contractor to prepare 30% CD detailed drawings and cost estimate for the Kiosk Building. PORT will coordinate with the team Structural Engineer, fabrication consultant (TBD) and Contractor to prepare 30% CD detailed drawings and cost estimate for the plaza Shade Structure. PORT will review and comment on Plaza Play Element drawings. PORT will participate in team/client meetings and/or working sessions, as requested.

(One PORT trip to Denver is included, 3 of 5.)



1. Authorization to Proceed: BRSA, PORT and Consultants shall proceed with Design Development services upon receipt of written authorization from Dig Studio. PORT shall lead this phase of work and BRSA shall support PORT's efforts. PU shall coordinate all Consultants.

2. Deliverables: PORT shall assemble the following Design Development level drawings. These documents shall be a compilation of PORT and BRSA's design and other Consultant design input. These files shall be the basis for the CD phase:

- a. Site Plans:** Dig Studio shall prepare site, and landscape drawings and plans to 100% DD level with input from BRSA and PORT.
- b. Civil Plans:** BRSA shall lead the Civil Engineer to prepare civil drawings and plans to 100% DD level with input from BRSA, PORT and MEP Engineers.
- c. Code Plans:** BRSA shall provide local zoning code review and local amendment code review. BRSA shall confirm code review summary, plans, verify building type, construction type, ratings required, occupancies, and egress conformance to all local and required codes as prepared by PORT in SD. BRSA shall attend meetings with regulatory agencies during this phase.
- d. Floor/Ceiling Plans:** PORT shall prepare floor plans of all levels to 100% DD level, including DD level code plans. BRSA shall review PORT prepared architectural drawings as a design and constructability QA/QC.
- e. Exterior Elevations:** PORT shall prepare exterior building elevations to 100% DD level. BRSA shall review PORT prepared architectural drawings as a design and constructability QA/QC.
- f. Building Sections:** PORT shall prepare building sections to a 100% DD level. BRSA shall review PORT prepared architectural drawings as a design and constructability QA/QC.
- g. Enlarged Plans:** PORT shall prepare enlarged plans of restrooms and others as deemed necessary to 100% DD level.
- h. Interior Elevations:** PORT shall prepare interior elevations of significant spaces with interior finishes to a 100% DD level.
- i. Millwork:** PORT shall prepare conceptual millwork drawings as appropriate.
- j. Reflected Ceiling Plans:** PORT shall prepare reflected ceiling plans to a 100% DD level. BRSA shall review PORT prepared architectural drawings as a design and constructability QA/QC.
- l. Wall Sections:** PORT shall prepare wall sections to 100% DD level.
- m. Details:** PORT shall prepare character details as appropriate to convey design intent. BRSA shall review PORT prepared architectural drawings as a design and constructability QA/QC.
- n. Finish Documentation:** A DD level finish schedule or finish plans shall be prepared by PORT and reviewed by BRSA.
- o. Specifications:** BRSA shall be responsible for coordinating Design Development specifications, as required.
- p. Title sheet, etc.:** PORT shall prepare the following sheets: Title Sheet, Index of Drawings, and Abbreviations/Materials and Symbols Legend/General Notes to 100% DD.

3. Equipment Layout: PORT shall be responsible for developing equipment layouts and confirming necessary utilities and clearances.

4. Consultant Coordination: PORT shall lead the consultant coordination effort during Design Development.

5. Design Schedule: PORT and BRSA shall share project design scheduling and meeting coordination for those design meetings between PORT and BRS only.

6. Project Schedule: Dig Studio and PORT shall be responsible for project scheduling and meetings. BRSA shall provide a draft consultant coordination matrix to Dig Studio and PORT for editing and distribution to consultant design team.

7. Program Comparison/ Update: PORT shall provide a written program comparison summary of Design Development plans as they relate to the owner approved program.

8. Quality Control Review: BRSA shall review the Design Development set of documents for quality control purposes at 50% and 100% complete. PORT shall also review the Design Development set of documents for quality control purposes.



9. Design Development Printing and Distribution of Documents: Dig Studio shall edit, print and distribute progress documents to PORT, BRSA, the owner, CM/GC, and consultants as a reimbursable expense.

10. Written Response to Owner's DD Review: PORT shall share responsibility for written response to owner's design development review. BRSA will provide written response support where applicable.

11. Presentations: PU shall prepare presentations. PU will attend presentations.

02. CONSTRUCTION DOCUMENTS

2.1 60% Construction Documents

(Kiosk Building: 20% PORT Responsibility; 80% BRSA Responsibility)

PORT will review and comment on BRSA preparation of 60% CD detailed drawings for the Kiosk Building. PORT will coordinate with the team Structural Engineer and fabrication consultant (TBD) to prepare 60% CD detailed drawings for the plaza Shade Structure. PORT will review and comment on Plaza Play Element drawings. PORT will participate in team/client meetings and/or working sessions, as requested.

(One PORT trip to Denver is included, 4 of 5.)

2.2-2.3 90% - 100% Construction Documents

(Kiosk Building: 20% PORT Responsibility; 80% BRSA Responsibility)

PORT will review and comment on BRSA preparation of 100% CD drawings for the Kiosk Building. PORT will review and comment on Plaza Play Element drawings. PORT will coordinate with the team Structural Engineer and fabrication consultant (TBD) to prepare 100% CD detailed drawings for the plaza Shade Structure. PORT will participate in team/client meetings and/or working sessions, as requested.

1. Authorization to Proceed: BRSA and PORT shall proceed with construction documents services upon BRSA's receipt of written authorization from Dig. BRSA shall lead this phase of work and PORT shall be the consulting architect, as required.

2. Document Review and Specifications: PORT shall provide review of all Kiosk Building drawings and specifications at 60% and 90% completion for compliance with original design intent.

3. Detailing: BRSA shall lead the CD detailing effort. PORT shall provide sketch and detail suggestions to BRSA with regard to design intent. BRSA shall identify when these detail suggestions must be received by BRSA to meet project deadlines.

4. Code Compliance: BRSA shall update code studies, prepare code plans, and attend confirmation meetings with all review agencies and governing bodies during this phase. BRSA shall prepare documents for submittal to regulatory agencies for permit review and approval.

5. Consultant Coordination: BRSA shall lead the consultant coordination effort during Construction Documents.

6. Meetings: All construction document phase meetings related to the Kiosk building to be organized and facilitated by BRSA. BRSA shall take notes at all meetings and distribute them to Dig Studio for distribution.

7. Response to Owner's CD Review: BRSA's response to the Owner's CD review comments shall be in narrative form and copied to the Owner, PORT, all Consultants and the Owner selected CMGC (if applicable).

8. Interior Design: BRSA will create CD interior design concept refinement and all CD level documents. PORT shall provide review and comment with regard to design intent.

03. BIDDING AND CONSTRUCTION OBSERVATION

3.1 Bidding, Addenda, RFI's, Submittal Review

PORT will observe construction, review and comment on drawings for the Kiosk Building, Shade Structure and Plaza Play Element, as requested.

(One PORT trip to Denver is included, 5 of 5.)



1. Substitution Review: BRSA will review all substitution requests. PORT shall review any substitution requests regarding special specification sections as necessary to ensure integrity of design intent.

2. Meetings: All contract administration phase meetings to be attended and monitored by BRSA. BRSA to provide PORT notes from OAC meetings, schedule updates and site photos. If required, PORT will attend meetings or presentations.

3.2 Construction Observation

No PORT Scope

GENERAL TERMS

Deliverables:

All PORT work will be transmitted in Autocad, Rhino, JPEG or PDF format; it will be the responsibility of other consultants to: 1) convert PORT file formats to other platforms (Revit, etc.) as needed to complete their work; and 2) convert files to the file formats specified above before transmitting to PORT.

Marketing and Publication of Project:

PORT, BRSA and Dig agree to appropriately recognize the role of each party and include recognition in any information given to others regarding the project. For the Kiosk Building, PORT shall be recognized as “Associate Architect”. BRSA shall be recognized as “Architect of Record”. This shall include any marketing or public representation of the project including publications, proposal submittals, advertising, etc.

HOURLY RATES, SCOPE + FEES

Personnel Hourly Rates

Andrew Moddrell, Director:	\$185 / Hour
Brandon Biederman, Associate:	\$125 / Hour
Laura-Anne Wong, Designer:	\$110 / Hour

Scope of Services + Fees:

1.1	Plan Evaluation	\$1,400
1.2	Client Kickoff (No Scope)	—
1.3	Schematic Design - Play Plateau	\$11,480
1.4	Client SD Presentation	—
1.5	Team Kickoff	\$3,800
1.6	50% Design Development	\$19,713
1.7	100% Design Development	\$16,633
2.1	60% Construction Documents	\$5,993
2.2-2.3	90%-100% Construction Documents	\$3,010
3.1	Bidding - Addenda, RFI's, Submittal Review	\$2,027
3.2	Construction Observation	—

TOTAL: \$64,057

BRS Architecture

Paco Sanchez Park – Kiosk Building

BRSA / PORT Urbanism Scope of Work Allocation

Date: 06.08.2015

Revised 06.10.2015

Revised 06.24.2015

The following scope of work represents task definition of the roles and responsibilities of Barker Rinker Seacat Architecture (BRSA) and PORT Urbanism (PU) for the new Kiosk Building at Paco Sanchez Park.

Contractual Responsibility

The City and County of Denver, Department of Parks and Recreation (the Owner) has contracted with Dig Studio to provide all design and engineering services for the development of Paco Sanchez Park. Barker Rinker Seacat Architecture (BRSA) will be a subcontractor to Dig Studio to provide Architectural services for the new Paco Sanchez Park Kiosk building in Design Development (DD) through Construction Administration (CA) phases. BRSA is serving as the architect-of-record but Dig Studio as the Prime contract holder for the project will hold all subcontractor contracts.

Construction Documents will be documented using Building Information Modeling (BIM, using Revit software). PU, will at the outset of DD will provide BRSA with complete DD AutoCAD files as well as an accurate 3D file compatible with Revit software. PU will lead SD and DD phases, BRSA will lead CD and CA phases. The architectural responsibility split for phases DD thru CA represents an approximate 67% responsibility for BRSA and a 32% responsibility for PU and is broken down as follows:

SCHEMATIC DESIGN PHASE, COMPLETED UNDER A SEPARATE CONTRACT

DESIGN DEVELOPMENT PHASE, 12 WEEKS | 06.29.2105 – 09.25.2015

(BRSA RESPONSIBILITY 30%; PU RESPONSIBILITY 70%)

1. **Authorization to Proceed:** BRSA, PU and Consultants shall proceed with Design Development services upon receipt of written authorization from Dig Studio. PU shall lead this phase of work and BRSA shall support PU's efforts. PU shall coordinate all Consultants.
2. **Deliverables:** PU shall assemble the following Design Development level drawings in Revit 2015, Microsoft Word 2013, or PDF format electronic files. These documents shall be a compilation of PU and BRSA's design and other Consultant design input. These files shall be the basis for the CD phase:
 - a. **Site Plans:** Dig Studio shall prepare site, and landscape drawings and plans to 100% DD level with input from BRSA and PU.
 - b. **Civil Plans:** BRSA shall lead the Civil Engineer to prepare civil drawings and plans to 100% DD level with input from BRSA, PU and MEP Engineers.
 - c. **Code Plans:** BRSA shall provide local zoning code review and local amendment code review. BRSA shall confirm code review summary,

Paco Sanchez Park – Kiosk Building

BRSA / PORT Urbanism Scope of Work Allocation

Date: 06.08.2015

Revised 06.10.2015

Revised 06.24.2015

- plans, verify building type, construction type, ratings required, occupancies, and egress conformance to all local and required codes as prepared by PU in SD. BRSA shall attend meetings with regulatory agencies during this phase.
- d. **Floor/Ceiling Plans:** PU shall prepare floor plans of all levels to 100% DD level, including DD level code plans. BRSA shall review PU prepared architectural drawings as a design and constructability QA/QC.
 - e. **Exterior Elevations:** PU shall prepare exterior building elevations to 100% DD level. BRSA shall review PU prepared architectural drawings as a design and constructability QA/QC.
 - f. **Building Sections:** PU shall prepare building sections to a 100% DD level. BRSA shall review PU prepared architectural drawings as a design and constructability QA/QC.
 - g. **Enlarged Plans:** PU shall prepare enlarged plans of restrooms and others as deemed necessary to 100% DD level.
 - h. **Interior Elevations:** PU shall prepare interior elevations of significant spaces with interior finishes to a 100% DD level.
 - i. **Millwork:** PU shall prepare conceptual millwork drawings as appropriate.
 - j. **Reflected Ceiling Plans:** PU shall prepare reflected ceiling plans to a 100% DD level. BRSA shall review PU prepared architectural drawings as a design and constructability QA/QC.
 - l. **Wall Sections:** PU shall prepare wall sections to 100% DD level.
 - m. **Details:** PU shall prepare character details as appropriate to convey design intent. BRSA shall review PU prepared architectural drawings as a design and constructability QA/QC.
 - n. **Finish Documentation:** A DD level finish schedule or finish plans shall be prepared by PU and reviewed by BRSA.
 - o. **Specifications:** Specification writer shall be responsible for the Design Development specifications.
 - p. **Title sheet, etc.:** PU shall prepare the following sheets: Title Sheet, Index of Drawings, and Abbreviations/Materials and Symbols Legend/General Notes to 100% DD.
3. **Cost Estimating:** Cost Estimating Consultant or CM/GC shall update the preliminary opinion of probable cost for the project.
 4. **Models and Architectural Renderings:** PU shall be responsible for the production of architectural models and renderings built from design team drawings.
 5. **Equipment Layout:** PU shall be responsible for developing equipment layouts and confirming necessary utilities and clearances.
 - 6.

Paco Sanchez Park – Kiosk Building

BRSA / PORT Urbanism Scope of Work Allocation

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7. **Consultant Coordination:** PU shall lead the consultant coordination effort during Design Development.
8. **Meetings:** BRSA shall attend (4) Design Development Owner and/or Design Team meetings per schedule provided by Dig Studio. Additional meetings can be attended as an additional service. Compensation will be hourly per rate schedule provided.
9. **Meeting Notes:** BRSA shall take notes at meeting(s) attended. These notes will be made available to Dig Studio for word processing, copying and distribution.
10. **Design Schedule:** PU and BRSA shall share project design scheduling and meeting coordination for those design meetings between PU and BRS only.
11. **Project Schedule:** Dig Studio and PU shall be responsible for project scheduling and meetings. BRSA shall provide a draft consultant coordination matrix to Dig Studio and PU for editing and distribution to consultant design team.
12. **Program Comparison/ Update:** PU shall provide a written program comparison summary of Design Development plans as they relate to the owner approved program.
13. **Quality Control Review:** BRSA shall review the Design Development set of documents for quality control purposes at 50% and 100% complete. PU shall also review the Design Development set of documents for quality control purposes.
14. **Design Development Printing and Distribution of Documents:** Dig Studio shall edit, distribute progress documents electronically to BRSA, the owner, CM/GC, and consultants. Any printing of documents required for meetings or team coordination will be billed as a reimbursable expense.
15. **Written Response to Owner's DD Review:** PU shall share responsibility for written response to owner's design development review. BRSA will provide written response support where applicable.
16. **Presentations:** PU shall prepare presentations. PU will attend presentations. BRSA attendance and participation at any meetings in addition to those stated in item 7 above can be provided as an additional service. Compensation will be hourly per rate schedule provided.
17. **Construction Manager/General Contractor: (IF APPROPRIATE)** Dig Studio shall lead the CM/GC selection process and assist the Owner in the compilation of proposals and/or bids. BRSA can participate in RFQ and RFP process as an additional service.

CONSTRUCTION DOCUMENTS PHASE, 14 WEEKS | 09.28.2015 – 12.11.2015

(BRSA RESPONSIBILITY 80%; PU RESPONSIBILITY 20%)

1. **Authorization to Proceed:** BRSA and PU shall proceed with construction documents services upon BRSA's receipt of written authorization from Dig

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Date: 06.08.2015

Revised 06.10.2015

Revised 06.24.2015

- Studio. BRSA shall lead this phase of work and PU shall be the consulting architect, as required.
2. **Document Review:** BRSA shall review Design Development plans and specifications prior to commencement of the preparation of construction documents, and as a result of such review, will attempt to identify and resolve technical errors and inconsistencies in the CD phase. PU shall provide review of PU produced drawings and specifications at 60% and 90% completion for compliance with original design intent.
 3. **Program Comparison/Update:** BRSA shall provide a written program comparison summary of Construction Document plans as they relate to the owner approved program, if required.
 4. **Detailing:** BRSA shall lead the CD detailing effort. PU shall provide sketch and Revit detail suggestions to BRSA with regard to design intent. BRSA shall identify when these detail suggestions must be received by BRSA to meet project deadlines.
 5. **Specifications:** Specification consultant shall prepare the Construction Document specifications in coordination with BRSA.
 6. **Code Compliance:** BRSA shall update code studies, prepare code plans, and attend confirmation meetings with all review agencies and governing bodies during this phase. BRSA shall prepare documents for submittal to regulatory agencies for permit review and approval.
 7. **Cost Estimating:** Cost Estimating Consultant or CM/GC shall update the opinion of probable cost for the project.
 8. **Consultant Coordination:** BRSA shall lead the consultant coordination effort during Construction Documents.
 9. **Meetings:** All construction document phase meetings related to the Kiosk building to be organized and facilitated by BRSA. BRSA shall take notes at all meetings and distribute them to Dig Studio for distribution. BRSA shall attend (4) Construction Document Owner and/or Design Team meetings per schedule provided by Dig Studio. Additional meetings can be attended as an additional service. Compensation will be hourly per rate schedule provided.
 10. **Meeting Notes:** BRSA shall take notes at all design team meetings. These notes shall be distributed to Dig Studio for distribution.
 11. **Construction Document Printing and Distribution of Documents:** Dig Studio shall edit, distribute progress documents electronically to BRSA, the owner, CM/GC, and consultants. Any printing of documents required for meetings or team coordination will be billed as a reimbursable expense.
 12. **Optional Models and Architectural Renderings:** As an additional service, BRSA may prepare presentation architectural models or renderings based on design drawings.

Paco Sanchez Park – Kiosk Building

BRSA / PORT Urbanism Scope of Work Allocation

Date: 06.08.2015

Revised 06.10.2015

Revised 06.24.2015

13. **Response to Owner's CD Review:** BRSA's response to the Owner's CD review comments shall be in narrative form and copied to the Owner, PU, all Consultants and the Owner selected CMGC (if applicable).
14. **Interior Design:** BRSA will create CD interior design concept refinement and all CD level documents.
15. **General Contractor Selection: (IF CM/GC NOT USED)** Dig Studio shall lead the contractor selection process and assist the Owner in the compilation of proposals and/or bids. BRSA can participate in RFQ and RFP process as an additional service.

BIDDING NEGOTIATIONS/ CONTRACT ADMINISTRATION, 53 WEEKS

(BRSA RESPONSIBILITY 90%; PU RESPONSIBILITY 10%)

1. **Authorization to Proceed:** BRSA and PU shall proceed with bidding negotiations/construction administration services upon BRSA's receipt of written authorization from Dig Studio. BRSA shall lead this phase of work and PU shall be the consulting architect.
2. **Substitution Review:** BRSA will review all substitution requests. PU shall review any substitution requests regarding special specification sections as necessary to ensure integrity of design intent.
3. **Submittal Review and RFIs:** BRSA will review all submittals and RFIs. PU shall review any submittals or RFIs as needed to confirm design intent.
4. **Meetings:** All contract administration phase meetings to be attended and monitored by BRSA. BRSA to provide PU notes from OAC meetings, schedule updates and site photos. If required, PU will attend meetings or presentations. The construction schedule provided by Dig Studio projects a 53 week duration. BRSA will attend (12) meetings including: (8) construction site visits, (2) punch site visits, (1) grand opening, (1) 11 month warranty site visit. Additional meetings can be attended on site or via conference call as an additional service. Compensation will be hourly per rate schedule provided.

PROJECT SCHEDULE

Based schedule provided by Dig Studios dated 06.02.2015:

	Duration	Preliminary Start
Schematic Design	NA	Completed
SD Estimate	NA	Completed
Design Development	12 weeks	June 2015
DD Estimate	2 weeks	September 2015
Construction Documents	14 weeks	September 2015

Paco Sanchez Park – Kiosk Building

BRSA / PORT Urbanism Scope of Work Allocation

Date: 06.08.2015

Revised 06.10.2015

Revised 06.24.2015

Bidding/ Negotiation	2 weeks	January 2016
Construction Administration	51 weeks	February 2016
Total	81 weeks	

PROJECT FEE

Please see attached fee proposal (Exhibit 1)

MARKETING AND PUBLICATION OF PROJECT

Barker Rinker Seacat Architecture and PORT Urbanism agree to appropriately recognize the role of each party and include recognition in any information given to others regarding the project. PORT Urbanism shall be recognized as “Associate Architect”. Barker Rinker Seacat Architecture shall be recognized as “Architect of Record”. This shall include any marketing or public representation of the project including publications, proposal submittals, advertising, etc.

* * *

Exhibit 1:**Paco Sanchez Park - Kiosk Facility**

Architectural Services Fee Proposal

Date: 06.08.2015

Revised: 06.10.2015; 6.24,2015

BARKER RINKER SEACAT
ARCHITECTURE

BRS - Architecture	
SD	\$0
DD	\$9,048
CD	\$16,940
CA	\$19,398
BRS Contract Total for Architect Services	\$45,386

Expense Estimate	
SD	\$0
DD	\$150
CD	\$500
CA	\$1,000
Total	\$1,650

Phase	Role	Weeks	Hours/Wk	Rate	Sub-Total
SD	Principal	0	0	\$190	\$0
	PM/DM	0	0	\$130	\$0
	D	0	0	\$100	\$0
DD	Principal	12	2.6	\$190	\$5,928
	PM/DM	12	2	\$130	\$3,120
	D	12	0	\$100	\$0
CD	Principal	14	0.8	\$190	\$2,128
	PM/DM	14	2.6	\$130	\$4,732
	D	14	7.2	\$100	\$10,080
CA	Principal	53	0.4	\$190	\$4,028
	PM/DM	53	1	\$130	\$6,890
	D	53	1.6	\$100	\$8,480
					\$45,386
Contingency					0%
					\$0
Total					\$45,386

Assumptions

- 1 Work is to start in July 2015 - completion by end of the year.
- 2 DD Phase design meetings is limited to (4) and 12 Weeks
- 3 DD- Phase Hour Detail
 - a. PIC: (4) 2-hr Meetings; (1) hr Internal Coordination/wk; (1) Work/wk = 2.6 hrs ave/wk
 - b. PM/DM: (1) hr Internal Coordination/wk; (1) Work/wk = 2 hrs ave/wk
 - c. Designer:(0) hrs/wk
- 4 CD Phase design coordination meetings is limited to (4) and 14 Weeks
- 5 CD- Phase Hour Detail
 - a. PIC: (2) 2-hr Meetings; (.5) hr Interanl Coordination ave/wk = .8 hrs ave/wk
 - b. PM/DM: (4) 2-hr Meetings; (1) hr Ineternal Coordination ave/wk; (1) Work ave/wk = 2.6 hrs ave/wk
 - c. Designer: (7) 1-hr Coordination Meetings (1) hr Internal Coordination ave/wk; (5.7) Work ave/wk = 7.2 ave hrs/wk
- 6 CA services are limited to review of building product submittals, 11 site observations, and 2 punch list review. Bidding/Permitting/Construction duration assumed to be 53 weeks. More frequent site visits available upon request as an additional service at above hourly rates.
- 7 BN/CA- Phase Hour Detail
 - a. PIC: (.4) ave/wk Interanl Coordination/wk
 - b. PM/DM: (4) ave work/wk for Construction Meetings and Submittal Review
 - c. Designer: (40) hrs for submittal reviews & RFIs + 12 (4) hr site visit and field report
- 8 No public meetings are anticipated for BRS
- 9 Assume spread footings and slab on grade construction.
- 10 No concession kitchen is anticipated
- 11 Project will not be LEED Certified
- 12 PORT Urbanism will be responsible for all design and drawing efforts as described in attached scope split document until client approval to move into DD. If project is overbudget at the of DD, BRS will modify project to meet budget.
- 13 Cost estimating services are not included and will be the responsibility of the CM/GC
- 14 Reimbursable expenses are projected above, will be billed at cost plus 10% admin fee and include mileage, parking, deliveries and requested printing.

Entitlement & Engineering Services,
Inc.



EES

**Entitlement and Engineering
Solutions, Inc**

June 1, 2015

Gretchen Wilson PLA, ASLA
DIG Studio
1523 15TH ST., SUITE 200
DENVER, CO 80202

Re: SCOPE OF PROFESSIONAL SERVICES FOR CIVIL ENGINEERING DESIGN
SERVICES RELATED TO PROPOSED UPGRADED AMENITIES TO BE LOCATED AT
PACO SANCHEZ PARK IN DENVER, COLORADO

Dear Gretchen:

Entitlement and Engineering Solutions, Inc. (“EES” or “the Consultant”) is pleased to submit this scope of services to you (“the Client”) for providing entitlements coordination and civil engineering design for your project. Our project understanding and scope of services are indicated below.

Project Understanding

Re-Imagine Play is a new concept that goes beyond the traditional playground. It is intended to be a multi-generational activity and play area that would give everyone using the park opportunity to remain active and enjoy a healthy lifestyle. It will contain some of the traditional playground elements, but also will include custom-designed structures and landscape to give more of a unique and natural feel. Paco Sanchez Park is the selected location for this project, and the total site area shall not exceed 10 acres.

DIG Studio is part of a larger team that has already been selected for this project, and the Schematic design phase is now complete. EES is proposing to join the team to finish out the design phase, including Design Development, Construction Document, and Construction Phase services.

Scope of Services

Anticipating the requirement for review and approvals through both the City of Denver (“City”), EES will provide the following items under this scope if required by the City as indicated below:

Schematic Design Phase

- **COMPLETE – Not included**
- Assume Schematic design has been settled upon and no major deviations from selected layout will occur in Design Development phase

Design Development Phase

- Continued design development of concepts from Schematic Phase including the following sheets for coordination with the Design Team:
 - Site layout plan

- Site grading plan
- Site utility plan
- Submit for design review at 100% of completion of design documents and subsequently revise the documents as necessary to address review and coordination comments
- Project management, correspondence & coordination with the Design Team
- Attend two (2) meetings at the Client office to review the Project
- Up to five (5) full design team conference calls and/or meetings.
- Review / Evaluation of project budget related to site work and coordinate with cost estimating consultant

Construction Document Phase

- Preparation of construction documents including:
- Site layout/paving plan (*Note: This includes layout of signing and striping only, with reference to pavement design recommended in the approved geotechnical report. EES assumes a geotechnical report complete with pavement thickness/mix design will be provided by others.*)
 - Site grading plan
 - Site drainage Plan
 - Drainage report
 - FEMA floodplain review (*Note: It is assumed herein that a CLOMR/LOMR will not be required to complete for this project. If this process is required following review, EES can provide this work as an add service.*)
 - Site utility plan
 - Erosion & sedimentation control plan
 - Details and associated specifications
- Submit for technical review at 50% & 90% of completion of construction documents and subsequently revise the documents as necessary to address review and coordination comments
- Project management, correspondence & coordination with the Design Team
- Attend two (2) meetings at the Clients offices to review the Project
- Review / Evaluation of project budget related to site work and coordinate with cost estimating consultant
 - *Note: If a crosswalk design is required at 13th Avenue, EES can add this to our design set by add service. EES assumes this will trigger one separate submittal through the City of Denver including a TEP Plan package and subsequent package/approval through Denver Water.*

Construction Phase

- Product submittal / shop drawing review services
- Site observation including two (2) site visits during construction
- Address questions and provide clarifications received from contractor in response to requests for information during Construction Phase & provide addendums as necessary to clarify intent

Fees

All time spent by the Consultant on the Services will be in accordance with the attached rate table. Time spent by the Consultant on the Services will be invoiced monthly based upon the

percentage of services performed as of the invoice date. Should the following Fee Estimate be exceeded, EES shall obtain authorization from the Client prior to proceeding.

Based upon the scope of services described above, the table below provides our estimate of fees for this project. These fees do not include direct expenses, which will be billed in addition to these fees.

Schematic Design Phase (Not Included)	\$0.00
Design Development Phase (30% CD)	\$14,050.00
Construction Document Phase	\$19,800.00
Construction Phase	\$2,250.00
TOTAL EES ESTIMATED CONTRACT FEES	\$36,100.00

Assumptions and Services Not Included

In preparing this estimate, the following assumptions were made:

- Property will already be subdivided, and no further platting process will be required. All necessary easements will be designated by others per separate document.
- Client will provide to EES all existing approved documents both in paper and electronic media (AutoCAD 2004 or later) created by previous consultants on this project and a current title commitment.
- The scope of this proposal includes handling civil engineering coordination responsibilities to take the proposed project through the required processes of the City of Denver, limited to the tasks specified herein.
- No offsite civil design will be necessary, including but not limited to dry or wet utility design or retaining walls. Any street design improvements, utility extensions beyond the limits of the proposed boundaries of this scope of work are not included in this fee proposal amount.
- A current ALTA/ASCM or topographical survey will be provided by another subconsultant prior to proceeding with the project. In the event any design improvements are required beyond the scope of this proposal or outside the limits of the property boundaries, client will provide necessary survey to complete the design and meet any government or regulatory agency approvals.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services. Additional services that EES can either provide or coordinate subconsultants to provide include, but are not limited to, the following:

- Soils/Geological Reports
- Environmental Studies/Reports/Approvals
- Traffic Impact Analysis (TIA) or Traffic Signal Plans

- Photometric Plans
- Sound Studies or Reports
- FEMA reports or submittals
- Retaining Wall Design/Calculations
- Advertising and Distribution of Bid Set Documents
- Construction Staking
- Final Grade Certification
- Title Company, Utility Company, Agency and Processing Fees
- Legal Descriptions and easements
- Wetland Mitigation
- Groundwater Modeling/Mitigation

Schedule

EES staff is immediately available and can begin work on this project immediately upon notice to proceed by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Consulting Agreement, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Entitlement and Engineering Solutions, Inc., and the term "the Client" shall refer to DIG Studio.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

ENTITLEMENT AND ENGINEERING SOLUTIONS, INC.

Amanda M. O'Connor, President

DIG Studio:

Agreed to this _____ day of _____, _____.

Signature: _____

Printed Name: _____

**Entitlement and Engineering Solutions
2015 Hourly Rate Schedule**

Category	Hourly Rate
President	\$140.00
Principal	\$135.00
Sr. Project Manager	\$130.00
Project Manager	\$125.00
Sr. Engineer V	\$120.00
Sr. Engineer IV	\$110.00
Engineer III	\$105.00
Engineer II	\$100.00
Engineer I	\$95.00
Engineer Intern	\$90.00
Project Scheduler	\$125.00
Designer	\$95.00
Sr. CADD Technician	\$90.00
CADD Technician	\$80.00
Administrative Support	\$60.00

Reimbursable Expenses	Billing Rate
Mileage	\$0.575/mile
B&W Plots	\$1/square foot
Color Plots	\$5/square foot
Copies (B&W) 8-1/2 x 11	\$0.10/copy
Copies (Color) 8-1/2 x 11	\$1.00/copy
Copies (B&W) 11 x 17	\$0.15/copy
Copies (Color) 11 x 17	\$1.50/copy
Outside services	Cost plus 10%
Subconsultants	Cost plus 10%

Big Sandbox



July 5, 2015

Laurel Raines, PLA, ASLA
Principal, Partner
Landscape Architect
1523 15th Street
Suite 200
Denver, CO 80202

DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING & CONSTRUCTION OBSERVATION

PACO SANCHEZ PARK - REIMAGINE PLAY

Dear Laurel,

Please accept this proposal to provide consulting services to dig studio for "Paco Sanchez Park - Re Imagine Play". Based on discussions with you and Denver Parks and Recreation my role is to provide technical assistance in an advisory capacity on all aspects and in all remaining phases of the Paco Sanchez Park project. This assistance would be provided via meetings, conference calls, design charettes and project reviews during the following phases and tasks:

Design Development – 20 hours

1. Input on the preparation of drawings that fix and describe the size and character of the project in terms of architectural, landscape, civil and materials, based on approved schematic design documents and any adjustments specified by the client.
2. Attend regular work-in-progress meetings and calls with the client.

Construction Documents - 5 hours

1. Input on drawings, specifications, and other documents detailing requirements for the construction of the project, based on approved design development documents and any adjustments specified by the client.

BILLING

Work will be billed at an hourly rate of \$100.00 per hour not to exceed \$2,500.00. Time sheets will accompany invoices based on tasks outlined above.

The Big SandBox, Inc.

dig studio

By: _____

By: _____

Name: Lois A. Brink

Name: Laurel Raines

Title: Chief Strategist

Title: Principal, Partner

Date: 7- 4-15 _____

Date: _____

Pinyon Environmental



Corporate Headquarters
9100 West Jewell Avenue Lakewood, CO 80232
TEL 303 980 5200 FAX 303 980 0089
www.pinyon-env.com

June 23, 2015

Gretchen Wilson
Dig Studio
1523 15th Street, Suite 200
Denver, CO 80202

Subject: Proposal to Provide Environmental Support Services, Paco Sanchez Park, Denver, Colorado

Dear Ms. Wilson:

Pinyon Environmental, Inc. (Pinyon), is pleased to present this proposal to provide Dig Studio with environmental consulting services supporting for the above-referenced project. Pinyon understands that the City and County of Denver (CCoD) Department of Parks and Recreation (Parks) are engaging Dig Studio to complete design services for upgrades and enhancements to the existing Paco Sanchez Park near Lakewood Gulch in Denver, Colorado.

Of particular initial concern is the presence of an historical landfill that is located along Lakewood Gulch within the project limits. Pinyon is aware (but does not have past environmental data) that environmental evaluations and remediation were completed by the Regional Transportation District (RTD) during the recent construction of the West Line light rail line adjacent to the park. Of particular concern is the presence of buried construction debris, including asbestos-containing materials (ACMs). The presence of buried ACMs can present a high risk to projects with respect to worker health and safety, cost, and schedule. During construction, this regulated material will have to be managed and disposed in accordance with Section 5.5 of the Solid Waste Regulations, which can add significant costs to construction of the site.

The purpose of Pinyon's engagement on the project is to evaluate these constraints, inform the design team of these risks, and assess solutions that will avoid, minimize and mitigate impacts to regulated materials. In general, Pinyon will utilize procedures and previous work products developed during a similar project, Johnson Habitat Park.

The proposed scope of the services are as follows:

Task 1 – General Consultation

Pinyon will attend up to four two-hour project meetings in order to provide the design team with input on the potential environmental concerns as related to design plans or construction impacts. The purpose of these consultations is to assist the team with evaluating and developing methods that can reduce impacts and lower construction costs. Further, Pinyon will coordinate with the CCoD Department of Environmental Health (DEH) during this project. These services will be completed during the design phase of the project.

Task 2 – Records Review

Pinyon will request files maintained by RTD for conditions that relate to construction of the West Line near the subject project. Additionally, Pinyon will review available historical aerial photography and transpose into a Geographical Information System (GIS) format to more accurately delineate the boundaries of the landfill on

the Paco Sanchez Park. This information will be provided to Dig Studio to include with the project plans to inform the contractor of the limits of the regulated work area.

Task 3 – Develop Standard Operating Procedures

During construction within any landfill areas, it will be necessary for work to be conducted in accordance with the Colorado Solid Waste Regulations. Section 5.5 of those regulations is specific to ACMs. For this project, as for all CCoD projects, the contractor must conduct work in accordance with the City's Asbestos-Contaminated Soil Management Standard Operating Procedure, dated December 3, 2010. It is assumed that the author of that report, DEH, will revise accordingly for this project, as is typically done for CCoD projects.

To supplement the City's existing plan, Pinyon will prepare a Materials Management Plan (MMP) that will detail the procedures for the evaluation, investigation, and management of other potential contaminants (e.g., petroleum hydrocarbons, buried drums, biological waste) that could be uncovered during excavation. The MMP will be prepared in accordance with Colorado Department of Public Health and Environment (CDPHE) requirements, and will be submitted to CDPHE for approval on behalf of the CCoD.

Task 4 – Plan Specifications

Pinyon will assist Dig Studio with the preparation of specifications to be included with the bid plans for the environmental topics noted above. Do note that this proposal does not include any services to verify that the plans or specifications are adhered to during the construction phase of the project (i.e., field oversight, sampling or other services during construction).

Task 5 – Subsurface Investigation

In order to help better understand and manage risk, Pinyon recommends that a limited subsurface investigation be completed. The information collected during the subsurface investigation could then be used to inform Tasks 1 through 4. The following tasks should be discussed with the CCoD DEH before being formally approved. Therefore, costs included in this task are tentative, and may be subject to revision.

Task 5A - Project Management and Planning, Health and Safety Plan (HASP), Coordinate Utility Clearances

Prior to initiating site investigation activities, Pinyon will attend a preliminary project meeting and/or site visit with CCoD to review access, investigation activities, sample locations, and site-specific protocols. This task also includes general project management and planning. Pinyon assumes that the CCoD would facilitate access to the Park. Pinyon will prepare the necessary access permit from Parks; it is assumed that given that this is a CCoD sponsored project, the application fees would be waived.

Following a preliminary project meeting, Pinyon will prepare a site-specific Health and Safety Plan (HASP). Additionally, Pinyon will contact the Utility Notification Center of Colorado to mark buried underground utilities in the survey area. Pinyon assumes that Parks will locate and clear park-related utilities (e.g., lighting, irrigation).

Task 5b - Field Investigation

Test pits will be completed to evaluate the extent and composition of past filling on the site in key areas as previously discussed, and to evaluate disposal options of soil at the site. The number and locations of test pits should be agreed to with DEH prior to work. However, for the purpose of this proposal, Pinyon assumes approximately 5-10 test pits will be completed in one day of field work. Pinyon assumes that previous data collected during the RTD project would supplement this work. Further, the work will be focused in areas where construction disturbances are planned.

- Pinyon will sub-contract ET Technologies, Inc., of Parker, Colorado, to provide a backhoe excavator to complete "test-hole" excavations.
- Pinyon anticipates that one full work day will be required to complete these activities. Pinyon assumes that all test pits would be landscaped areas; therefore, surface restoration would be required.
- The test pits will be excavated to either below the depth of fill, to groundwater, or to the maximum equipment depth (approximately 9 feet), whichever is less.
- The lithology and composition of excavated material will be noted on a field boring log. Photographs will also be taken.
- Soil samples collected during excavation will be field screened for non-specific VOCs using a photoionization detector (PID) and the headspace technique. In the headspace technique, a portion of the soil sample is placed in a "zip-lock" bag, which is sealed and placed in a warm area to promote volatilization. After a period of time, the PID is inserted into the headspace of the bag, and a reading is obtained. This reading will be recorded on the boring log.
- Pinyon will provide an EPA and state accredited Certified Asbestos Building Inspector to evaluate potential ACMs identified during excavation. Up to 10 samples will be submitted to Reservoirs Environmental Laboratory for analysis of asbestos using polarized-light microscopy (PLM) techniques.
- At locations where material is encountered that "looks bad, smells bad," composite samples from up to one of the test pits will be collected. The samples will be submitted to Origins Laboratory, Inc. (Origins) of Denver, Colorado. The focus of laboratory analysis will be to collect information necessary to develop a site-specific waste profile at the Denver-Arapahoe Disposal Site (DADS), so that excavated landfill material may be disposed properly during construction of this project. The following analytes will be evaluated:
 - The RCRA eight metals using Environmental Protection Agency (EPA) Methods SW6010B and SW7471A
 - Polycyclic aromatic hydrocarbons (PAHs) using EPA Method SW8270SIM
 - VOCs using EPA Method 8260B
 - Polychlorinated biphenyls (PCBs) by EPA 8082
 - Flash Point by EPA Method SW1010
 - pH by EPA Method SW9045C
 - Reactive Cyanide and Reactive Sulfide by EPA Method SW9010
 - Paint filter test by EPA Method 9095
- ET will backfill each test pit with the excavated material, and apply compactive effort with the excavator bucket. The sod that covered the test pit area will be laid back in place and returned to as close to pre-digging conditions as possible. Pinyon assumes that Parks would conduct any long-term restoration/reseeding as necessary.

Gretchen Wilson
June 23, 2015
Page 4

Task 5c - Report

A report will be prepared outlining the work performed and the data obtained. Conclusions regarding the potential for subsurface contamination at the site will be provided. If necessary, recommendations regarding future work will also be included. The information collected will be utilized to inform Tasks 1 through 4.

Pinyon estimates that the cost to complete these services will **\$17,983.10** (Table 1). Pinyon will invoice on a time and materials basis, in accordance with our 2015 Schedule of Unit Rates (attached). The authorized amount will not be exceeded without prior approval. If you are in agreement with the scope of services presented in this proposal, please issue a subconsultant agreement for review and execution. I look forward to working with you on this exciting project.

Sincerely,

PINYON ENVIRONMENTAL, INC.,



Brian R. Partington
Manager - Water Resources Group

Cc: file

File Location: Z:\Proposals\2015 Proposals\CCOD - Paco Sanchez Park\Scope and Fee\Update_23June2015\Pinyon Paco Sanchez Park Proposal_update23June2015.docx

Table I Summary of Estimated Costs

Task 1 - General Consultation				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Manager	10.0	hours	\$148.00	\$1,480.00
Field Technician/Project Assistant	4.0	hours	\$70.00	\$280.00
Equipment/Material Unit Rates				
Project Initiation Fee	1.0	LS	\$125.00	\$125.00
Truck/Van Mileage	100.0	miles	\$0.57	\$56.50
Parking EST.	1.0	est	\$50.00	\$50.00
Task Subtotal				\$1,991.50
Task 2 - Records Review				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Manager	0.5	hour	\$148.00	\$74.00
Project Engineer	8.0	hours	\$105.00	\$840.00
GIS Specialist	4.0	hours	\$105.00	\$420.00
Equipment/Material Unit Rates				
Truck/Van Mileage	40.0	miles	\$0.57	\$22.60
Colorado Aerial Photo Service	1.0	EST	\$350.00	\$350.00
Task Subtotal				\$1,706.60
Task 3 - Develop Standard Operating Procedures				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Manager	3.0	hours	\$148.00	\$444.00
Project Specialist	32.0	hours	\$109.00	\$3,488.00
GIS Specialist	2.0	hours	\$105.00	\$210.00
Task Subtotal				\$4,142.00
Task 4 - Plan Specifications				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Specialist	10.0	hours	\$109.00	\$1,090.00
Task Subtotal				\$1,090.00

Task 5 - Subsurface Investigation				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Manager	5.0	hours	\$148.00	\$740.00
Staff II Engineer/CABI	16.0	hours	\$91.00	\$1,456.00
Project Specialist	24.0	hours	\$109.00	\$2,616.00
GIS Specialist	6.0	hours	\$105.00	\$630.00
Equipment/Material Unit Rates				
Truck/Van Mileage	100.0	miles	\$0.57	\$56.50
Asbestos Sampling	1.0	day	\$35.00	\$35.00
Photoionization Detector	1.0	day	\$75.00	\$75.00
Sub: ET Technologies	1.0	LS	\$2,500.00	\$2,500.00
Trimble GPS	1.0	days	\$225.00	\$225.00
Laboratory Rates				
Soil - VOCs	1.0	sample	\$115.50	\$115.50
Soil - GRO/DRO	1.0	sample	\$71.50	\$71.50
Soil - PAHS (SIM)	1.0	sample	\$104.50	\$104.50
Soil - RCRA 8 Metals	1.0	sample	\$93.50	\$93.50
Soil - PCBs	1.0	sample	\$104.50	\$104.50
Waste- Reactivity, corrosivity, ignitability	1.0	sample	\$82.50	\$82.50
Waste - Flash Point	1.0	sample	\$27.50	\$27.50
Asbestos PLM	10.0	samples	\$12.00	\$120.00
Task Subtotal				\$9,053.00
Project Total				\$17,983.10



File Name: z:\proposals\2015 proposals\ccod - paco sanchez park\scope and fee\pinyon paco sanchez park proposal.jkc.docx
Date: 6/23/2015
Author: brp
Reviewer: JKC
Review Date: 6/2/15

Hydrosystems/KDI



June 12, 2015

Gretchen Wilson
DIG Studio, Inc.
1523 15th Street, Suite 200
Denver, Colorado 80202

**Re: Irrigation System Design Services
Paco Sanchez Park -Renovations**

Dear Gretchen,

On behalf of HydroSystems•KDI, I am pleased to submit the attached proposal to provide irrigation system design services for the Denver Parks project. We appreciate this opportunity to provide you with this workscope that I feel addresses the project needs based on our conversation and my review of the preliminary plans that you had sent to us.

I have assumed that there is approximately 6.7 acres of irrigated landscape area for the project. Scope will include new design for the renovated areas and review and modifications to the surrounding existing irrigation that may or may not be effected by the new renovations. We will want to meet with Parks staff at site to review existing irrigation conditions. We would assume standard irrigation practices for spraying the sod and drip in shrub bed applications. We will furnish complete irrigation plans at Design Development, 90% and 100% levels for review and comments, 100% will be completed with all comments addressed from the review plans. We will design the irrigation based on the current regulations and requirements of the Denver Water and Denver Parks. Let me know if these do not look right and I will revisit our fees.

This proposal also includes mechanical design for one water feature. The design will incorporate the design of a pumping and recirculating system for the water feature using a storage vault. The water will be supplied from the irrigation mainline to the vault and controlled by a flow switch. Vault design and over flow from water feature to sanitary will need to be designed by others. Water feature structure design will be done by others.

I have also included construction period services as part of this proposal. If you do not need these services for this project, they can be deleted from our scope of work.

Please review the attached proposal and let me know if you feel it needs any modifications.

Again, thank you for this opportunity to provide you with this proposal and if I can be of any additional service please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Ken DiPaolo".

Ken DiPaolo
President

***Paco Sanchez Park -Renovations
Denver, Colorado***

Proposed Scope of Services

Final Irrigation System Design

Proposed Services:

Meetings - HydroSystems•KDI shall meet with DIG Studio, as required, to properly coordinate all aspects of the final irrigation system design and bid package preparation.

Site Visit - HydroSystems•KDI shall meet with DIG Studio and Parks staff, as required, to properly coordinate and verify all aspects of the existing irrigation system design.

Site Water Analysis - The main hydraulic component in irrigation system design is the identification of the water requirements to irrigate the site. HydroSystems•KDI will determine the irrigation water needs on a seasonal and peak season flow basis utilizing historical weather data for the Denver area. This information will be utilized to verify that the existing tap is adequate to handle the renovations for the build-out of the site.

Irrigation Construction Documents - HydroSystems•KDI will prepare irrigation construction drawings for the project (***approximately 6.7 acres of irrigated landscaped area***). Drawings will be prepared with consideration for topography, exposure, landscape types, activity scheduling and maintenance practices for the site. Construction Documents will be submitted to DIG Studio for review and comment at a Design Development, 90% and 100% CD levels. Final bid set will be prepared from 90% submittal comments (four submittals total).

- Design Development: We will furnish a tap/backflow, controller, mainline and sleeving plan with design intent noting. Tap and power coordination will be done at this submittal. No sprinkler head layout and zoning with lateral piping will be done at this level.
- Construction Documents: We will furnish irrigation plans at a 90% level for review and comments, 100% will be completed with all comments addressed from the review plans.

Irrigation Construction Details - HydroSystems•KDI will prepare final irrigation system construction details to accurately depict design intent. Final details will be included in all progress submittals to DIG Studio.

Project Specifications - HydroSystems•KDI will prepare all required sections of technical specifications for the project.

Construction Estimate - HydroSystems•KDI will prepare a detailed irrigation system estimate from the 100% review submittal to be utilized in evaluating the final budget and Contractors bid information. Estimate will be prepared utilizing historical contractor pricing from historical contractor pricing for projects of this scale.

Final Design Products:

Final construction package coordination meetings (as required)
Site Visit
Point of connection coordination
Irrigation construction documents
Irrigation system details
Technical specifications
Construction estimates

***Paco Sanchez Park -Renovations
Denver, Colorado***

Proposed Scope of Services

Final Irrigation System Design

Proposed Services (cont.):

Proposed Final Design Fee:

Site Visit and Design Development – One Thousand Eight Hundred Fifty Dollars (\$ 1,850.00) Billed
Lump Sum

100% Construction Documents - Nine Thousand Eight Hundred Fifty Dollars (\$ 9,850.00) Billed Lump
Sum

*Paco Sanchez Park -Renovations
Denver, Colorado*

Proposed Scope of Services

Water Feature Mechanical System Design

Proposed Services:

Meetings - HydroSystems●KDI shall meet with DIG Studio and water feature design team to discuss the desired feature effect. Any possible limitations to the feature or maintenance/operational considerations will be reviewed at that meeting.

Mechanical System Design - HydroSystems●KDI will design the pumping, piping, filtration and drain system for the water feature. Design team will include all required coordination with the electrical and mechanical system contractors or engineers. Pump design will include a prefabricated control panel. Panel will include all required safeties to protect the pump from various operational conditions.

Mechanical System Construction Details - HydroSystems●KDI will prepare final mechanical system construction details to accurately depict design intent

Automatic Fill Valve Design - HydroSystems●KDI will design an automatic fill system to keep the feature at the required water level.

Construction Estimate - HydroSystems●KDI will provide Sundial Design team with a detailed material and labor construction estimate for the proposed water feature.

Design Products:

Coordination and review meetings
Pumping and piping system
Pump system details
Fill valve and control system
Mechanical system construction estimates

Proposed Design Fee:

Three Thousand Nine Hundred Fifty Dollars (\$ 3,950.00) Billed lump sum

**** Electrical Engineering for the pump station will be coordinated with the design team and engineering fees are not included in the above fees **.**

***Paco Sanchez Park -Renovations
Denver, Colorado***

Proposed Scope of Services

Construction Administration Services

Proposed Services:

Addendum and Phone Conversation Documentation - HydroSystems•KDI shall address all Contractor questions during the bid process and issue addendum if required. All phone conversations with Contractors will be documented and provided to DIG Studio prior to bid opening.

Shop Drawing and Submittal Review - HydroSystems•KDI shall review, and approve if acceptable, all shop drawing and material submittals that pertain to the irrigation system.

Site Visits - HydroSystems•KDI will visit the site approximately six times during construction to ensure that work is being performed per drawings and specifications. A site report will be generated and distributed to all concerned parties.

Preliminary Acceptance Walk-through - HydroSystems•KDI will schedule and conduct a preliminary irrigation system walk-through with the Contractor and DIG Studio. A punchlist will be generated and distributed to all concerned parties. A final walk-through will be scheduled only if requested to ensure that all punchlist items have been addressed and corrected.

Record Drawings and Red-Line Review - HydroSystems•KDI shall review and approve all Record drawings and Red-Lines submittals. The contractor will be responsible to furnish, per specifications. We will transfer the contractor's red-line measurements into CAD format for final record and as-builts. Contractor will be responsible for supplying all measurements.

Construction Period Products:

Phone consultation during bid period
Addenda (if required)
Review of shop drawings and equipment submittals
Site visits (6) during construction
Preliminary irrigation system walk-through
Record Drawings and Red-Line Review

Proposed Construction Period Fee:

Construction Administration - Three Thousand Six Hundred Eighty Dollars (\$ 3,680.00) Billed Hourly, Not to Exceed.

***Paco Sanchez Park -Renovations
Denver, Colorado***

***Irrigation System Design
Proposed Scope of Services Summary***

Not included in the listed fee schedule, are costs for direct expenses. Items such as plotting, reproductions and delivery services will be invoiced as incurred on detailed progress billings not to exceed the figures below. This proposal has anticipated supplying DIG Studio with bond plots and pdf's at each review level submittal and the final bid set.

Fee Summary:

Site / Design Development	\$ 1850.00
100% Construction Documents	\$ 9850.00
Construction Administration	\$ 3680.00
Printing/Plotting Expense,	<u>\$ 150.00</u>
Proposal Total	\$ 15530.00
Water Feature Mechanical Design	\$ 3950.00

**** Electrical Engineering for the pump station will be coordinated with the design team and engineering fees are not included in the above fees **.**

**** Not included in the above fees are Denver Water's irrigation review fees ****

Fees stated are for only those services indicated within this proposal. Additional services will be negotiated or provided on an hourly basis.

Hourly Rates:

Project Manager	\$90.00 per hour
Project Designer	\$75.00 per hour

HydroSystems•KDI will require the following base information from DIG Studio.

- a. Architectural drawings indicating all existing or proposed site improvements.
- b. Final grading plan indicating existing and proposed site grading conditions with 2' contour lines.
- c. Utility as-built plans, including all water and sewer information.
- d. Autocadd files of site base information.
- e. Irrigation As-builts, if available.

Paco Sanchez Park -Renovations
Denver, Colorado

Irrigation System Design
Proposed Scope of Services Summary

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the Client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than six (6) months from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. HydroSystems•KDI will invoice work on a submittal basis based on percentage of work complete.
4. Billing for each task may be less or more than the fee for each task if limits of work change for each project area.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs, will be billed in addition to the fixed fee. Mileage will be reimbursed at the Federal Government allowable rate.
6. Client agrees to pay all invoiced fees and costs within 5 days of receiving payment from owner.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. HydroSystems•KDI may stop work on the project if fees are not paid, and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. All documents and products developed under this agreement shall remain the property of HydroSystems•KDI until all fees have been paid in full. HydroSystems•KDI reserves the right to request the return of any documents or products from the Client, municipal governments, or other third party entities if fees have not been paid in full. HydroSystems•KDI shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
12. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
13. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
14. Any documents or products developed under this agreement by HydroSystems•KDI shall only be utilized by the Client or their successors for the project or for services which have been contracted. The Client or their successors shall not utilize these documents or products on other projects, or provide these documents or products to others for use on other projects.
15. HydroSystems•KDI shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction, and revisions to construction documents that are not performed by HydroSystems•KDI.

16. HydroSystems•KDI shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
17. HydroSystems•KDI shall not be responsible for information provided to HydroSystems•KDI by the Client or other project team members not subcontracted by HydroSystems•KDI. HydroSystems•KDI assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
18. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination HydroSystems•KDI will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
19. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

Acceptance and Agreement

HydroSystems•KDI shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

HydroSystems•KDI

Name

Title

Date

Accepted:

Company

Name

Title

Date

Kumar & Associates

Gretchen Wilson

From: Bruce Berends <bberends@kumarusa.com>
Sent: Thursday, June 11, 2015 4:46 PM
To: Gretchen Wilson
Cc: Ryan Kumar
Subject: RE: Paco Sanchez Park - RFP for Geotechnical

Hello, Gretchen.

Here's what we've come up with on the scope for the Paco Sanchez Park geotech study:

- Drill seven borings to depths of about 5 to 25 feet.
- Perform lab testing to determine classification and swell-consolidation properties.
- Develop recommendations for
 - Foundations for kiosk and restrooms, and net tower
 - Subgrade preparation and pavement sections for parking pavement rehab/reconstruction, plaza and basketball/court games area
- Prepare geotechnical report.

Our fee estimate for the assumed scope is \$3500. This fee estimate does not include a cost for any added health and safety precautions related to potentially contaminated soils. The number of borings is a bit higher than we would normally propose for a project like this because of the apparent presence of fill.

We understand that percolation tests may be required for design of storm water infiltration. If required, the added cost to run three percolation tests would be \$500.

Please call us if you have any questions. We will follow up with a formal proposal.

Regards,
Bruce



Confidentiality Notice: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, copying, transmission, disclosure, distribution, dissemination or other use of, or taking of any action in reliance upon this information by person or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer

From: Ryan Kumar
Sent: Thursday, June 11, 2015 2:53 PM
To: Gretchen Wilson
Cc: Bruce Berends
Subject: RE: Paco Sanchez Park - RFP for Geotechnical

Gretchen,

Moen Engineering Consultants



6/8/2015

Gretchen Wilson
Dig Studio
1523 15th Street, Suite 200
Denver, CO 80202

RE: Paco Sanchez Park

Dear Gretchen:

MEC is pleased to submit for you review and consideration the following proposal to render professional engineering services in connection with the above referenced project.

PROJECT DESCRIPTION

The project consists of a community park located Denver CO. The park will include several play areas and a common area kiosk with bathrooms.

SCOPE OF WORK INCLUDED IN PROPOSAL

MEC will provide a complete set of mechanical, electrical, and plumbing drawings and specifications based on design criteria provided by the client. MEC's scope of work shall include the following specific items in the design:

MECHANICAL SCOPE OF WORK

- Design of Heating, Cooling, and Ventilation systems to comply with applicable mechanical code
- Mechanical load calculations
- Preparation of calculations to demonstrate mechanical systems design compliance with the applicable Energy Conservation Code, MEC will assist the architect in the preparation of energy calculations associated with the building envelope, architect is ultimately responsible for submitting envelope calculations and signing certificates indicating compliance

PLUMBING SCOPE OF WORK

- Design of plumbing systems for kiosk building
- Design of plumbing to community garden
- Design of plumbing to water feature, water feature design by others
- Design of plumbing systems to comply with applicable plumbing code
- Domestic water service from all fixtures and equipment connections within the building footprint to 5' outside of building footprint
- Sanitary sewer service from all fixtures and equipment connections within the building footprint to 5' outside of building footprint
- Storm sewer service from all surfaces requiring drains within the building footprint to 5' outside of building footprint

- Natural gas service from utility company supplied meter to all points of connection within building footprint
- Plumbing load calculations

ELECTRICAL SCOPE OF WORK

- Design of electrical systems to comply with applicable electrical code
- Kiosk building lighting layout, circuiting and control
- Site power layout and circuiting, electrical service to site lighting fixtures
- Site Lighting consisting of area lighting for general public use and safety and limited areas of accent lighting. Site lighting shall be designed to meet City of Denver lighting standards.
- Preparation of calculations to demonstrate compliance with the applicable Energy Conservation Code
- Building power layout and circuiting, power one-line diagram, distributing system layout, feeder schedule, and panelboard schedules
- Telephone system layout with outlet locations
- Short circuit and load calculations
- Emergency system egress and exit lighting system
- A performance specification will be provided for the design of the fire alarm detection and/or alarm system with submittal reviews

CONTRACT ADMINISTRATION SCOPE OF WORK

- Coordination and review with the local governing authority, including response to plan check comments and review of code related issues
- Review contractor material submittal and shop drawings.
- Prepare clarifications and document revisions during the bidding or negotiating phase of the project, as may be required.
- Respond to field related coordination issues as the need may arise.
- Construction observations during construction (1 observation is included)
- Final site visit and preparation of punch list

GENERAL ITEMS INCLUDED IN PROPOSAL

- Attendance of coordination meetings throughout each phase of work, 3 meetings maximum
- Preparation of schematic design and design development drawings in order to progressively develop systems as well as coordinate the physical requirements with other trades
- Preparation of permit/bid documents and construction documents consisting primarily of drawings and specifications setting forth in reasonable detail the requirements for constructing the mechanical, electrical, and plumbing systems in order to obtain construction permits.
- Specifications - book type and/or on the project drawings

ADDITIONAL AVAILABLE SERVICES NOT INCLUDED IN PROPOSAL

The following construction services are excluded from the scope of MEC's proposal, but can be provided, if requested, for an additional fee.

MECHANICAL

- Coordination with specialty system consultants regarding cooling requirements
- Building energy modeling

PLUMBING

- Coordination of kitchen equipment utility distribution and points of connection per equipment schedule provided by kitchen equipment design consultant
- Design of site septic systems
- Design of well water systems
- Design of LPG systems
- Design of RO, DI, or process water systems

ELECTRICAL

- Emergency lighting layout and circuiting
- Custom lighting control systems
- Sportfield Lighting Design for Soccer Field, Volleyball, and Field Hockey (beyond general area security lighting)
- Emergency system service, distribution system layout, and circuiting
- UPS System
- Lightning protection system
- Security access control system, closed circuit TV System, master antenna or cable TV system, public address system, wireless clock system, intercom, TV, paging, telephone and/or data systems, sound systems and all head end equipment.

CONTRACT ADMINISTRATION SCOPE OF WORK

- Production of as-built drawings after completion of the project
- Preparation of record drawings including presentation of addenda, change orders and transfer of contractor as-builts to original drawings
- Additional engineering services required due to changes or modifications made by the owner, general contractor or any other person, other than MEC, to the original contract drawings after construction drawings have been issued.
- Negotiation of owner and/or architect directed change orders
- Attending weekly, bi-weekly, etc. construction meetings
- Preparation of prebid or preconstruction meeting
- Contractor qualifications and selection review
- Consultation and services in evaluating an excessive number of claims submitted by the contractor
- Consultation and service related to default of the contractor or by major defects or deficiencies in the work of the contractor.
- Consultation and services related to fire, vandalism, theft, public hearing, legal, etc.
- Drawings and specifications for alternates or change orders other than those required as a result of negligent error or omission by the consultant.

GENERAL ITEMS EXCLUDED FROM PROPOSAL

- Site surveys to determine existing systems and layout
- Production of as-built drawings of existing conditions
- Feasibility studies
- Preparation of design drawings, specifications, reports, detailed studies, life cycle costing, or value engineering for alternate systems or arrangements beyond the judgment of the consultant, MEC will provide dialog regarding possible alternate systems for client evaluation but actual documented design of various alternatives for cost estimates or contractor pricing is beyond the scope of work included in this proposal
- Changes beyond MEC's control after design development phase approval
- Cost estimates
- On and off-site water, sewer and storm drain and offsite power. We will coordinate the utility demands with the civil engineer. Our services will, in general, begin at a point 5'-0" outside each building
- Specialty systems design, including satellite communications, landscape lighting, food service and similar systems. We will coordinate with the appropriate Owner selected vendors or consultants and design the applicable mechanical and electrical interface (water, waste, drains, power, etc.)
- Printing of bid and building department submittal documents. Our services do include printing of review documents for coordination between disciplines
- Seismic supports and anchorage for mechanical and plumbing piping, electrical conduit and mechanical and electrical equipment. We will furnish appropriate data sheets to the structural engineer for their use in the preparation of anchorage details and other structural support systems associated with the mechanical and electrical.
- Acoustical studies
- Preparation of drawings or specifications in format different from engineer's standard.
- Participate in meetings for the purpose of reviewing the building's design with respect to USGBC LEED program requirements
- Preparing LEED submittal documents with respect to mechanical, electrical, plumbing, and fire protection systems

CONDITIONS OF SERVICE

LUMP SUM

Conditions of service and compensation for services listed will be a lump sum of \$10,000 dollars as outlined in the attached "**TERMS AND CONDITIONS – MEC INC**" which form part of this agreement.

Any additional services or other work performed outside the Scope of Work described in this proposal, if requested, will be billed on an hourly basis or negotiated on a lump sum amount.

HOURLY RATES:
 Sr Engineer-\$150.00
 Engineer-\$125.00
 Sr Designer-\$95.00
 Designer-\$85.00
 Drafter-\$65.00

PAYMENT TERMS

DESIGN PHASE	PERCENT TOTAL FEE BILLED AT COMPLETION OF DESIGN PHASE
Design Development	30%
Construction Documents	60%
Construction Administration	10%

TERMS AND CONDITIONS – MEC INC:

- 1) MEC Consulting Engineers (hereinafter “Consultant”) will provide services for this Part of the Project as defined in the attached proposal. Consultant shall not have any duties or responsibilities for any other part of the Project. The attached proposal and these terms and conditions together shall be referred to as the “Agreement.”
- 2) Consultant shall not be responsible for the acts or omissions of the Client, Client’s other consultants, Contractor, subcontractors, their agents or employees, or other persons performing any other portion of the Project.
- 3) Consultant shall recommend to Client that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Consultant’s services.
- 4) Additional Services of the Consultant, not specifically included as part of the Scope of Services defined in the attached proposal, and compensation for requested Additional Services, shall be mutually agreed upon in writing by the Client and Consultant prior to commencement of such Additional Services. If any of the following circumstances affect Consultant’s services, Consultant shall be entitled to an appropriate adjustment in Consultant’s schedule and compensation:
 - a) Investigation of existing conditions or facilities and provision of field verification of existing components related to the Project to be used in the preparation of measured drawings; verification of the accuracy of existing drawings furnished by Client; and, detailed quantity surveys.
 - b) Services relative to future facilities, systems and equipment; planning surveys, site evaluations or comparative studies of prospective sites.
 - c) Making revision in drawings, specifications or other documents when such revisions are:
 - i) Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client’s program, budget, or schedule.
 - ii) Required by the enactment, interpretation or revisions of codes, laws or regulations subsequent to the preparation of such documents.
 - iii) Due to changes required as a result of the Client’s failure to render decisions in a timely manner.
 - iv) Required due to changes in the Project, including but not limited to, construction budget, size, quality, complexity, schedule, or the method of bidding or negotiating and contracting for construction.
 - v) Required to prepare drawings, specifications and other documentation for value engineering recommendations or providing other services in connection with Change Orders and Construction Change Directives.
 - vi) Required to provide services in connection with evaluating substitutions and making subsequent revisions to Instruments of Service and other documentation therefrom.
 - vii) Required to provide consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
 - viii) Required to provide services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by the failure of performance of the Client, Contractor or others performing services on the Project.
 - ix) Required to provide services in connection with claims submitted by the Contractor or others.
 - x) Required to provide services in connection with an arbitration proceeding or legal proceeding.
 - xi) Required to provide documents for alternate, fast track, separate or sequential bids and permits or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
 - xii) Due to a change in the Client’s authorized representative.
 - xiii) Contract Administration Service provided 60 days after the date of Substantial Completion.
 - d) Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and owner data furnished by the Contractor or Client. The following disclaimer will be placed on each sheet of such record drawings and on the cover page of any corrected specifications: “These record documents (or corrected specifications) have been prepared based on information submitted in part by others. Although this information is believed to be reliable, neither the Client nor the Consultant is

- responsible for their accuracy, nor for errors or omissions that may have been incorporated into these documents as a result.”
- 5) Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing in the same locality under similar conditions.
 - 6) Consistent with the Consultant’s standard of care, the Consultant’s services shall respond to applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at time of issuance of the Construction Documents for building permit. Furthermore, Client and Consultant are aware that many factors outside Consultant’s control may affect Consultant’s ability to complete the services to be provided under this Agreement. Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
 - 7) Irrespective of any other provision in any Agreement, nothing contained herein shall be construed:
 - a) to constitute a guarantee, warranty or assurance, either express or implied, that the Consultant’s services will yield or accomplish a perfect outcome for the Project; or
 - b) to obligate the Consultant to exercise professional skill or judgment greater than that which can reasonably be expected from other consultants under similar conditions; or
 - c) as an assumption by the Consultant of the liability of any other party.
 - 8) On the Consultant’s request, if reasonably necessary for the performance of Consultant’s services, the Client shall furnish services of other consultants, information, surveys and reports required by law or the Construction Documents. The services, information, surveys, and reports requested shall be furnished at no expense to the Consultant and Consultant shall be entitled to rely upon the accuracy and completeness thereof.
 - 9) Indemnifications – Consultant and Client agree to indemnify, and hold each other and their officers, employees and consultants harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, caused by the other party’s negligent acts, errors or omissions, but only to the extent that such party or its officers, employees or consultants are found to be legally liable as determined by a court or forum of competent jurisdiction.
 - 10) Client hereby acknowledges that Consultant has no experience in and is not being retained for the purposes of discovery, presence, handling, removal or disposal of, or exposure of persons to any hazardous materials in any form at the Project site, including but not limited to, asbestos, asbestos related materials or products, polychlorinated biphenyl (PCB’s) or other hazardous substances as defined by the Environmental Protection Agency or any other public authority.
 - 11) Instruments of Service
 - a) Drawings, specifications, and other documents, including those in electronic form, prepared by Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant’s Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
 - b) Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant’s Instruments of Service for purposes of designing, administering, using and maintaining the Project, providing the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Such license shall permit the Client to include the Consultant’s Instruments of Service in a similar nonexclusive license to an Owner in a Prime Agreement, authorizing an Owner or an Owner’s contractors or consultants to reproduce applicable portions of the Consultant’s Instrument’s of Service solely for the purposes of constructing, using and maintaining this Project. Any termination of this Agreement prior to completion of the Project shall terminate this license.
 - c) Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant.
 - d) Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless Client obtains the prior written agreement of the Consultant. Any unauthorized use, reuse or modifications of the Instruments of Service shall be at the Client’s sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless

- Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.
- 12) Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.
 - 13) It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.
 - 14) In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damage of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the sum of Consultant's available insurance coverage at the time of settlement or judgment regardless of theories of liability or causes of action asserted against Consultant unless otherwise prohibited by law.
 - 15) Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of services. Payments are due within thirty (30) days of receipt of Consultant's statement of services. The consultant understands that invoices need to be received by the last day of the month for invoices to be included within the Architect's invoice to client. Invoices that are received after the last day of the month will not be billed until the following month. The Architect will pay consultant promptly within one week of receipt of funds from client. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Consultant has been adjudged to be liable. Inquiries and questions regarding any statement of services shall be made within ten (10) working days of receipt of the statement of services. Failure to notify Consultant within the specified period will constitute a waiver to any claim with respect to the content or accuracy of the statement of services, as well as acceptance of the services provided.
 - 16) This Agreement may be terminated by the Client upon not less than seven (7) days' written notice to Consultant for the Client's convenience and without cause This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In addition, if the Client fails to make payments when due or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of services upon five (5) calendar days' notice to the Client. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If the Client still fails to make payment or otherwise cure the breach following a suspension of services, Consultant may terminate this Agreement upon an additional seven (7) days' notice.
 - 17) The Client shall not transfer, subject, or assign the rights under or interest in this Agreement (including but not limited to payments that are due or that may be due) to any other party without the prior written consent of Consultant.
 - 18) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

- 19) Consultant shall have the right to include photographic or artistic representations of the Project among the Consultant's promotional and professional materials, including but not limited to its website and tradeshow booths. The Consultant shall be given reasonable access to the completed Project to make such representations. Consultant's materials shall not include the Client's or Owner's confidential or proprietary information if the Client has previously advised the Consultant in writing of the specific information considered by the Client or Owner to be confidential or proprietary.
- 20) The parties agree to first try in good faith to settle any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or by civil litigation.
- 21) All aspects of this Agreement are governed by the laws of the State of Colorado.
- 22) This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by written instrument signed by both Client and Consultant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
- 23) You agree that if MEC performs the above work based on this proposal and contract and you do not sign and return this contract, it will still be binding on both parties since you verbally directed us to proceed based on this proposal and contract.

By executing this Agreement both parties acknowledge and agree that this Agreement has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof. If this agreement is acceptable, sign and return a copy of the agreement to our office.

This Agreement entered into by:



Consultant (signature)

Client (signature)

Bryan Moen, PE, LEED AP - Principal
MEC Inc

(Printed name and title)

(Printed name and title)

6/8/2015

(Date)

(Date)

Site Design Group Inc.



June 15, 2015

Dig Studio
ATTN: Gretchen Wilson
1523 15th Street, Suite 200
Denver, CO 80202

RE: Professional Design Consultation Services for Paco Sanchez Park - Skate Park Features

Dear Gretchen Wilson,

SITE Design Group, Inc.'s project team is prepared to perform all the necessary work to complete this project with a high level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all of the project goals and expectations. This Proposal, should it be accepted by you, shall be considered the outlined scope of work for this project, which consists of a concrete skate park meeting the needs of the City process, community input and professional design services.

A policy of SITE Design Group, Inc. is to provide the Client with a scope of work summary. The proposed design process is to be performed by SITE Design Group, Inc. (SDG) for Dig Studio (CLIENT) includes the following:

TASK 2.0-DESIGN DEVELOPMENT PHASE

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the Client/ City of the Schematic Design plans, SITE shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.

2.1 **Project Meeting #1 – DD Coordination (SITE/CLIENT)**

- SITE will make available to the Client a copy of the final plan prior to project meeting.
- Evaluate skate park plan for security, access and code compliance.
- Review plan for innovation, value engineering, and review design schedule.

2.2 **Materials Research (SITE)**

- Identify proposed materials and furnishings to be used within the skate park project.
- Identify all products by manufacturer and approximate cost.

2.3 **Prepare Base Information (SITE)**

- Prepare base information for inclusion in all future design documents.
- SITE will coordinate drawings within our scope of work with Project Design Team members as updates become available.

2.4 **Site Plan (SITE)**

- Convey major site features relevant to the skate park's placement on site. Site survey will be provided by CLIENT.

- 2.5 Preliminary Skate Park Material Reference Plan (SITE)**
 - Identify all major amenities in the skate park Master Plan by keynote description.
 - Reference all major details, enlargements and sections.
- 2.6 Preliminary Layout Plan (SITE)**
 - Final location of skate park using horizontal coordinates, curve data & vertical elevations.
 - Enlarged layout plan for the skate park using horizontal coordinates, curve data & vertical elevations.
- 2.7 Axon Plan (SITE)**
 - SITE shall prepare a 3-D rendering of the skate park for the Client & City.
- 2.8 Preliminary Grading and Drainage Plan & Coordination (SITE/ CIVIL ENGINEER)**
 - Proposed spot grades at necessary points to convey intended elevations and direction of flow by SITE.
 - Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by CLIENT.
- 2.9 General Skate Park Lighting Guidelines (SITE/ ELECTRICAL ENGINEER)**
 - SITE will provide general skate park lighting guidelines to the Electrical Engineer to aid in the design of appropriate lighting layout for the skate park. Electrical plans to be prepared by CLIENT hired Electrical Engineer.
- 2.10 Sections/Profiles Plan (SITE)**
 - Vertical sections at appropriate scale conveying the overall skate park design intent.
- 2.11 Construction Details (SITE/PROJECT DESIGN TEAM)**
 - Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.
- 2.12 Specifications (SITE/PROJECT DESIGN TEAM)**
 - Provide 100% DD specifications for all elements within this project that falls under this scope of work within the project limit work lines.
- 2.13 Preliminary Statement of Probable Construction Costs (SITE)**
 - Prepare cost estimate for the skate park within the project's limit of work.
- 2.14 100% Design Development Review Client Review Submittal (CITY/CLIENT/SITE)**
 - Submit 100% plan set, specifications, and construction estimate for review by Client & City.
 - It shall be the responsibility of the Client & City to review all material and respond to SITE with any comments or questions in a timely manner.
- 2.15 Project Meeting #2 – DD Review (SITE/CLIENT/CITY) PHONE CONFERENCE**
 - Client & City review of 100% DD submittal.

Task 2.0 Deliverables

- 2.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.
- 2.2 Cut-sheets and/or product samples for submittal to client for review and approval.
- 2.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 100% DD plan set.
- 2.4+ (1) 24"x36" 100% DD plan set
(1) Set 100% DD Specifications
(1) Cost Estimate

TASK 3.0-CONSTRUCTION DOCUMENTS (100%)

Objectives:

- Upon review by the Client of the Design Development documents, SITE shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary to build the skate features.
- Construction documents shall include, but not be limited to: layout, grading & drainage, materials and other plans as necessary to facilitate the construction of the proposed project.
- SITE will submit 100% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by the Client & City to present to the Client 100% final, professional sealed plans for bidding.

3.1 **Project Meeting #3 – CD Overview (SITE/CLIENT) PHONE CONFERENCE**

- Review approved Design Development drawings and Master Schedule.

3.2 **Statement of Probable Construction Cost – 100% (SITE/DESIGN TEAM)**

- Develop spreadsheet of all skate park improvement quantities and unit rates for probable construction cost.
- If necessary, SITE will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the Design Development plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

3.3 **100% Specifications (SITE/DESIGN TEAM)**

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate park construction.

3.4 **100% Biddable Construction Document Submittal (SITE/ DESIGN TEAM)**

- SITE will finalize plans to facilitate construction of this skate park project. These final construction documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Reference Plan
 - Layout Plan
 - Sections/Profiles Plan
 - Construction Details
 - Quantities

Task 3.0 Deliverables

- 3.1 Full signed and sealed bid-ready improvement plans.
- 3.2 Revised statement of probable costs.
- 3.3 Revised specifications.
- 3.4 Final submittal from SITE to the Client's Project Mangers shall include the following:
 - Original construction drawings.
 - Original technical specifications and table of contents in either PDF or Word format Client to provide SITE with final submittal requirements.



- Should the City/Client request digital files of the work done for archiving purposes SITE will provide PDF files per City requirements. Electronic files are for City/Client reference only. Construction shall be based on signed and sealed hard copy plans only.
- Submittals will be printed on One (1) set of Bond
- Final signed and sealed submittal will be printed on either Mylar or Vellum, per City request.

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2007.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2007.
- All project scheduling will be generated using Microsoft Project 2007.
- The Client will provide all existing digital files to SDG that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities (AutoCAD 2009 format).
- All drawings will be reviewed and stamped by the necessary discipline retained by Client. SDG has not retained a Civil Engineer, Structural Engineer, Architect, Landscape Architect, Electrical Engineer, Geotechnical Engineer, Surveyor, or any specialty consultants that may be required for the project.
- The Client shall be provided with Adobe PDF files of technical specifications for all items covered under SDG's scope of work.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:
 - Plan Processing Requirements – The Client shall outline to SDG and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The Client shall provide SDG with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist SDG and the design team in the submittal and approval process during the entire duration of the project.
 - Budgeting – The Client shall inform SDG of the proposed construction budget of this project.
 - Gather existing reports/studies/record drawings – The Client shall provide SDG with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide SDG and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
 - Coordination of Utilities – The Client shall provide SDG with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to SDG for each utility company involved in the project site.
 - Survey and Mapping – The Client shall provide SDG with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.

- Topographic Mapping – The Client shall provide SDG with a current overall base map displaying the site's relief through contour and spot elevations. Should a current overall base map not exist, SDG can, upon the Client's request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide SDG with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of SDG's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations. Should a current geo-technical report not exist, upon the Client's request, SDG can interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the testing and preparation of the report.

PROJECT CONDITIONS

- Client Approvals. A written or verbal request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment "A" and incorporated herein by this reference. Invoices will be mailed periodically from SITE Design Group, Inc.'s office and continuing through the contract period. All expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by SITE Design Group, Inc. on behalf of Client shall be billed as per the attached 2015 Hourly Rate Sheet, Attachment "B". The parties understand and agree that SITE Design Group, Inc. acts as consultant and specialty subcontractor and not as a prime consultant, general partner, joint venture, limited partner, or project manager.

CONTRACT PROVISIONS

1. The compensation due SITE Design Group, Inc. for the work to be performed hereunder shall be set forth in Fees and Expenses 1, above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due SITE Design Group, Inc. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for SITE Design Group, Inc. to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within fifteen (15) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event any sum is not timely paid. Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of SITE Design Group, Inc.'s performance and the value of the services provided to Client.
3. Any cost estimates provided by SITE Design Group, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures SITE Design Group, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. Services in addition to those specified in Scope will be provided by SITE Design Group, Inc. if authorized in writing by Client. Additional services will be paid for by the Client as indicated in the letter proposal, task authorization, or such other document as deemed appropriate by Client and SITE Design Group, Inc., and which is referenced under compensation.
5. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, SITE Design Group, Inc. should be listed as the Skate Park Architect. In addition, this contract represents non-exclusive approval by the Client for publication of the project by SITE Design Group, Inc.
6. The Client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided SITE Design Group, Inc. is not in default under this agreement, except by agreement in writing with appropriate compensation.
7. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates SITE Design Group, Inc. to safe keep or provide documents to Client, SITE Design Group, Inc. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by SITE Design Group, Inc. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of SITE Design Group, Inc..
8. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to SITE Design Group, Inc. to suspend activity on the project, SITE Design Group, Inc. shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and SITE Design Group, Inc. shall be re-negotiated prior to resumption of work by SITE Design Group, Inc. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty (60) day period or written instruction by Client to

- suspend substantially all project activities.
9. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
 10. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety (90) days shall be deemed justifiable grounds for declaration of default. Moreover, SITE Design Group, Inc.'s failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty (30) day's written notice by either party.
 11. Laws of the State of Colorado shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either Client or SITE Design Group, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
 12. In the event legal action is brought by the Client or SITE Design Group, Inc. against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.
 13. SITE Design Group, Inc. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00.
 14. Any additionally required insurance coverage for this project will be billed directly to the client as a reimbursable expense.
 15. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
 16. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.



ACCEPTANCE

Should you have any questions regarding our proposed scope of work or if you would like us to make any revisions to the services outlined, please call. You may rest assured that if we are selected to be your Skate Park Architect, our entire staff will be committed to meeting you project schedules and to the overall success of your project. We look forward to helping you attain the maximum beauty and utility of your property.

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between SITE Design Group, Inc. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

SITE DESIGN GROUP, INC.

By: _____
SITE Design Group, Inc.

_____ Date

APPROVED BY CLIENT:

By: _____

_____ Date



ATTACHMENT A

FEE SCHEDULE

1.0 Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. The fees are lump sum not to exceed amounts. Reimbursable expenses are in addition to the fees listed below and will be billed as per Attachment B.

Task – SKATE PARK DESIGN SCOPE OF SERVICES	FEE AMOUNT
2.0 Design Development	\$2,500.00
3.0 Construction Documents	\$2,500.00
Total Design Fees	\$5,000.00

TOTAL FEES **\$5,000.00**



ATTACHMENT B



HOURLY RATE SCHEDULE

Effective January 2015 through December 2015

HOURLY RATES

Project Manager	\$150
Professional Engineer	\$135
Project Planner	\$125
Construction Observation	\$100
Park Designer	\$95
Graphics/Web Designer	\$85
Cad Operator II	\$65
Administrative Assistant	\$55

Example of Direct Costs are as follows:

- Flights (based on coach fare rates)
- Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance and fuel charges)
- Accommodations (not to exceed \$125/night)
- Mileage (paid at \$0.60/mi)
- Meals (\$40.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)
- Tolls
- Printing/Duplicating/Plotting/Blueprinting
- Phone/Fax
- Messenger
- Postage/Federal Express
- Graphics
- Photographs
- Models

DIRECT COSTS

Blueprinting, reproduction, messenger service and all other direct expenses will be charged as an additional cost plus fifteen-percent (15%).

SUBCONSULTANTS

A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

SALES TAX

Fees associated with this project do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

KL&A Inc.



KL&A, Inc.

Structural Engineers and Builders

Agreement between Client and Structural Engineer For Professional Services

Page 1 of 4

KL&A, Inc., (“Structural Engineer”)

1717 Washington Avenue, Suite 100

Golden, Colorado 80401

Telephone: (303) 384-9910

Date:

June 19, 2015

Submitted to:

Dig Studio

1523 15th Street

Suite 200

Denver, CO 80202

Attention: Gretchen Wilson

Project:

Paco Sanchez Park

Denver, CO

Proposal:

We are pleased to propose the following agreement for providing structural engineering services on this project. This proposal will remain open for acceptance for 30 days from the date above.

Description of Project:

The project consists of one building and multiple non-building type structures including a sunshade, a pedestrian platform, play equipment, public art pieces, and miscellaneous concrete site elements.

Base Services:

Items understood to be in the scope of our services are listed here with brief structural description and understanding of our role in the component:

- **Kiosk**—anticipated to be constructed as a conventional wood framed building. Exterior canopies and portions of the building’s finishes are anticipated to wood and/or steel framed. These will serve the dual purpose of providing moderate shelter from sun and weather and supporting the use of play equipment.
- **Shade Structure**—anticipated to be constructed from steel pipe framing and canvas shade sales.
- **Swing Set**—custom structure anticipated to be built from rolled and welded steel pipe
- **Elevated Pedestrian Platform**—ADA accessible deck used to connect a walking path to elevated play equipment
- **Climbing Wall**—anticipated to be constructed of a combination of concrete and steel.



**Agreement between Client and Structural Engineer
For Professional Services**

Page 2 of 4

- **Climbing Net Structure**—rolled steel pipe structure with netting.
- **Skate Stage**—Concrete structure; partially elevated.
- **Paco Sign**—art/climbing structure
- **Public Art Piece**—unknown at this time
- Miscellaneous concrete site elements including low height retaining structures embedded light pole bases.

Design fees listed below assume a geotechnical report from a licensed engineer will be provided prior to completion of Design Development.

The Structural Engineering Services for the Kiosk building and Shade Structure to be provided under the base fee quoted below are limited to those services listed under the heading of “Base Services” on “Exhibit A - Summary of Services.”

Structural scope of the other items is less defined at this time. At a minimum, foundation design and definition of structural design criteria is assumed for all components. Various levels of involvement may be required depending on level of customized design versus prefabrication by a third party provider.

Special Services and Extra Services:

The services described under the headings of “Special Services” and “Extra Services” on Exhibit A are not included within the base fee quoted below, but may be provided at the request of the Client. The fee for such services shall be the hourly fees listed in our then current hourly rate schedule. Reimbursable expenses associated with such services will be billed at 110%.

Engineering Fees:

Kiosk and Shade Structure

Compensation for our Base Services shall be a lump sum fee of Twelve Thousand dollars (\$12,000).

Progress payments for basic services in each phase shall total the following percentages of the total basic compensation payable:

Schematic Design	10%
Design Development	35%
Construction Documents	40%
<u>Construction Administration</u>	<u>15%</u>
TOTAL	100%

Other Components



KL&A, Inc.

Structural Engineers and Builders

Agreement between Client and Structural Engineer For Professional Services

Page 3 of 4

Compensation for our Base Services shall be a fee calculated on an hourly rate basis per our standard rate schedule. At this time we estimate the total fee to be with the range of \$15,000-20,000). This total fee shall be understood to be an estimate. If the low end estimate is exceeded by more than ten percent, you shall be so advised in advance.

Special Services and Extra Services shall be charged at our then current standard hourly rates. Our current standard hourly rate schedule is:

Principal:	\$160
Associate:	\$125
Project Manager:	\$110
Project Engineer:	\$110
Engineer (Licensed):	\$100
Structural Designer	\$ 90
Engineering Intern:	\$ 70
Clerical:	\$ 65

If the project becomes a Fast Track Project, in that construction commences prior to 100% completion of architectural and structural construction documents, the engineering charges stated above shall be subject to renegotiation.

Terms and Conditions:

The Terms and Conditions of this agreement are set forth in "Exhibit B – Terms and Conditions."

Reimbursable Expenses:

Reimbursable expenses as described in "Exhibit B - Terms and Conditions" shall be billed at 110% of cost.

Additional Provisions:

If Base Services covered by this Agreement have not been completed within 36 months of the date hereof, through no fault of the Structural Engineer of Record (SER), the amounts of compensation set forth in this Agreement shall be equitably adjusted.



KL&A, Inc.

Structural Engineers and Builders

Agreement between Client and Structural Engineer For Professional Services

Page 4 of 4

Agreement:

This Letter of Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties.

**Structural Engineer:
KL&A, Inc.**

**Acceptance by Client:
Dig Studio**

by:

by:

Kyle Schurter
Vice President

date:
title:



Exhibit A – Summary of Services

Page 1 of 6

KL&A, Inc., (“Structural Engineer”)

1717 Washington Avenue, Suite 100

Golden, Colorado 80401

Telephone: (303) 384-9910

This Exhibit is attached to and made a part of the agreement dated June 19, 2015 between the Structural Engineer and Dig Studio (Client)

Project: **Paco Sanchez Park**

The services of the Structural Engineer under this agreement are as follows:

Base Services:

General

- 1) The Base Services of the Structural Engineer are the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the *Primary Structural System* for the project. The *Primary Structural System* is the completed combination of elements which serve to support the Building's self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as those induced by wind and thermal changes, and seismic loading. Curtain wall members, non-load bearing walls or exterior facade are examples of items which are *not* part of the *Primary Structural System*.
- 2) The Structural Engineer provides design criteria for *Pre-Engineered Structural Elements*, if incorporated into the *Primary Structural System*. *Pre-Engineered Structural Elements* are structural elements which are specified by the Structural Engineer but may be designed by a *Specialty Engineer*. A *Specialty Engineer* is an engineer who is legally responsible for sealing plans and designs for *Pre-Engineered Structural Elements* which become part of the building. The *Specialty Engineer* is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements. *Pre-Engineered Structural Elements* are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The Structural Engineer specifies the design criteria including the incorporation of the *Pre-Engineered Structural Elements* into the structure. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements. Examples of *Pre-Engineered Structural Elements* may include but are not limited to:
 - a) Open web steel joists and joist girders.
 - b) Wood and/or light gage trusses.
 - c) Combination wood and metal, and plywood joists.
 - d) Precast concrete elements.



Exhibit A – Summary of Services

Page 2 of 6

- e) Tilt-up concrete panel reinforcement and hardware required for lifting to position.
- 3) The Structural Engineer reviews the effect of *Secondary Structural Elements* when such elements are connected to the *Primary Structural System* and designs the *Primary Structural System* to accept and support such items. *Secondary Structural Elements* are elements that are structurally significant for the function they serve, but are not essential to the strength or stability of the primary structure. *Secondary Structural Elements* may or may not be connected to the *Primary Structural System*. Examples of *Secondary Structural Elements* include but are not be limited to:
- a) Support beams above the primary roof structure which carry a chiller or other mechanical equipment.
 - b) Elevator guide rails and sheave beams.
 - c) Retaining walls independent of the primary building.
 - d) Flagpole or light pole foundations.
 - e) Window washing equipment, including davits, tie-downs, rails and movable equipment.
 - f) Exterior curtain walls and cladding
- 4) The Structural Engineer reviews the effect of *Non-Structural Elements* on the *Primary Structural System* and designs the *Primary Structural System* to accept and support such items. *Non-Structural Elements* are elements of a building that are neither primary nor secondary structural elements. Examples of items in this category are:
- a) Non-bearing walls and partitions.
 - b) Stair railings.
- 5) The Structural Engineer reviews specified Submittals pertaining to items designed by the Structural Engineer. The Structural Engineer's review of submittals is for general conformance with the information given and design concept expressed in the Structural Contract Documents.
- 6) The Structural Engineer reviews submittals pertaining to *Pre-Engineered Structural Elements* specified by the Structural Engineer and designed by *Specialty Engineers*. Such submittals bear the signature and professional seal of the *Specialty Engineer* responsible for the design. The Structural Engineer's review of *Pre-Engineered Structural Elements* is for type, position, and connection to other elements within the *Primary Structural System*, and for criteria and loads used for their design.
- 7) The Structural Engineer makes site observation visits at intervals appropriate to the stage of construction to observe and become generally familiar with the quality and the progress of the construction work relative to the *Primary Structural System*. The Structural Engineer prepares a construction observation report summarizing each site observation visit.



Exhibit A – Summary of Services

Page 3 of 6

Schematic Design Phase

In the Schematic Design Phase, the Structural Engineer uses approximate analyses to *verify the viability of various load path configurations and structural systems*. The Structural Engineer coordinates with the architect to ensure that the selection of the structural system is responsive to the architectural concept while conforming to project budget constraints. The results of the schematic design effort are documented using sketches and system descriptions. While the Structural Engineer will attempt to identify the probable cost relationships between various proposed systems based on prior experience and published cost information, it is essential that the final cost estimates for the various scheme(s) be prepared by a competent contractor who has knowledge of the local market and is prepared to undertake the construction for the price estimated. Specifically, the Structural Engineer's activities during this phase are:

- 1) Attend Meetings
- 2) Establish Structural Design Criteria.
- 3) Prepare Studies of Alternative Structural Systems.
- 4) Assist in Selection of Structural System.
- 5) Provide Structural Criteria for Geotechnical Consultant.
- 6) Assist in Determining Need for Special Studies.

Design Development Phase

During this phase the Structural Engineer organizes the structural design of the final selected structural system. The Structural Engineer establishes preliminary depths for structural framing throughout the project during the design development phase. Preliminary structural floor plans will be produced by the end of the design development phase. Specifically, the Structural Engineer's activities during this phase are:

- 1) Attend Meetings
- 2) Prepare Preliminary Foundation Drawings.
- 3) Prepare Preliminary Structural Design Calculations for Typical Elements.
- 4) Prepare Preliminary Framing Layout Drawings.
- 5) Prepare Typical Detail Sheets.
- 6) Identify Pre-Engineered Structural Elements.
- 7) Provide First Draft Specifications for Structural Items.
- 8) Assist Preparing Preliminary Opinion of Cost of Construction.
- 9) Review Results of Special Studies.
- 10) Coordinate Structural Design with Special Design Criteria.
- 11) Submit Design Development Documentation for Approval.

Construction Documents Phase

During the construction document phase the Structural Engineer produces drawings which are sufficiently detailed to allow the architect to coordinate the design work while defining the scope of the structural portion of the construction in sufficient detail to allow the owner to procure a bid or negotiate a price for the structural portion of the work. The Structural Engineer provides specifications for the structural work which are coordinated with the drawings. The Structural Engineer also works with the architect to review



Exhibit A – Summary of Services

Page 4 of 6

portions of the nonstructural specifications which must be coordinated with the structure because of loading or attachment requirements. Specifically, the Structural Engineer's activities during this phase are:

- 1) Prepare Structural Design of Primary Structural System.
- 2) Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.
- 3) Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System.
- 4) Attend Meetings
- 5) Assist in Coordination with Building Code Officials.
- 6) Complete Structural Calculations.
- 7) Complete Structural Drawings.
- 8) Provide Final Draft Specifications for the Primary Structural System.
- 9) Assist in Establishing Testing and Inspection Requirements.

Construction Phase

As part of normal construction phase services the Structural Engineer reviews shop drawings and responds to information requests which may be submitted by the contractor. The Structural Engineer will make every effort to respond to the contractor's schedule whenever possible. However, the Structural Engineer must have the availability of the normal 10 days review time for those submittals where it is required. As construction progresses, the Structural Engineer visits the site at appropriate intervals. In accordance with standard practice, these visits are not intended to be exhaustive or continuous. Specifically, the Structural Engineer's activities during this phase are:

- 1) Bidding and Award
 - a) Assist Evaluating Bidder's Qualifications.
 - b) Provide Structural Addenda and Clarifications.
 - c) Assist in Bid Evaluation.
- 2) Pre-Construction Services
- 3) Attend Meetings other than site visits (below)
 - a) Assist in Establishing Communications Procedures.
 - b) Assist in Establishing Procedures for Testing and Inspections.
 - c) Assist in Confirming Submittal Procedures.
 - d) Assist in Selection of Testing Agency.
 - e) Advise Client and Contractor Which Structural Elements Require Construction Observation by Structural Engineer.
 - f) Respond to Building Department and Peer Reviewer Comments
- 4) Submittal Review
 - a) Review Specified Submittals for Items Designed by Structural Engineer.
 - b) Review Submittals for Pre-Engineered Structural Elements.
- 5) Site Visits
 - a) Make Site Visits at Intervals Appropriate to the Stage of Construction.
 - b) Prepare Site Visit Reports.
- 6) Materials Testing and Inspection
 - a) Review Testing and Inspection Reports.
 - b) Initiate Appropriate Action to Those Reports, if required.



Exhibit A – Summary of Services

Page 5 of 6

Additional Base Services:

The following additional services are specifically included within the scope of Base Services: None

Special Services

Services beyond those outlined under Base Services may be requested. These services may be provided by the Structural Engineer under terms mutually agreed upon by the Client and the Structural Engineer. Special Services are services which may or may not be foreseen at the beginning of design stages, and are not normally included as Base Services. Examples include, but are not limited to:

- 1) Preparation of structural steel shop drawings.
- 2) Preparation of concrete reinforcement shop drawings
- 3) Preparation of light gage framing shop drawings
- 4) Preparation of shop or fabrication drawings for other pre-fabricated systems such as tilt-up wall panels light gauge panels, panelized wood framing, etc.
- 5) Construction Management, including such services as:
 - a) Scheduling.
 - b) Procurement.
 - c) Budgeting
- 6) Services related to Non-Structural Elements and their attachments, such as design of:
 - a) Exterior cladding systems.
 - b) Interior architectural systems.
 - c) Window washing systems, davits and tie downs.
 - d) Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults.
 - e) Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment.
 - f) Ladders, handrails, railings, grills, screens and signs.
- 7) Services related to Secondary Structural Elements and their attachments, such as:
 - a) Site-work elements not part of the Building Structural System, such as retaining walls, culverts, bridges, etc; as well as support for landscape items such as flagpoles, lighting poles, benches, fountains, pools, signs, etc.
 - b) Stairs.
- 8) Design services related to tenant finish.
- 9) Special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for foot-fall or vibratory equipment.
- 10) Special wind analyses, such as wind-tunnel tests, etc.
- 11) “Seismic Risk” analysis.
- 12) Preparation of demolition documents.
- 13) Field Investigation of existing buildings and structures including surveys of existing construction.
- 14) Studies of various schemes to accommodate special energy requirements.
- 15) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast-track construction.
- 16) Continuous and/or detailed observation of construction.



Exhibit A – Summary of Services

Page 6 of 6

- 17) Design or field observation of falsework, temporary bracing, safety barriers, temporary enclosures or other temporary construction associated with construction means and methods.
- 18) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 19) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 20) Design of swimming pools.
- 21) Design for future expansion.
- 22) Filing application for and obtaining a building permit.
- 23) Preparation of "as-built" or record set of drawings.
- 24) Review and determination of structural fire resistance requirements.

Extra Services

Extra Services occasionally arise as a result of unforeseen circumstances during the design or construction process. Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost overrun which is outside the control of the Structural Engineer.
- 3) Services resulting from revisions which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the Structural Engineer.
- 7) Services resulting from construction procedures over which the Structural Engineer has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man-made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at regular construction progress meetings, above and beyond site visits outlined above.
- 14) Overtime work required by the Client.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

End of Exhibit A



Exhibit B – Terms and Conditions

Page 1 of 5

KL&A, Inc., (“**Structural Engineer**”)

1717 Washington Avenue, Suite 100

Golden, Colorado 80401

Telephone: (303) 384-9910

This Exhibit is attached to and made a part of the agreement dated June 19, 2015 between Structural Engineer and Dig Studio (Client)

Project: **Paco Sanchez Park**

The Terms and Conditions of the agreement are as follows:

1) **This Agreement**

- a) These Terms and Conditions, along with the Letter Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer.
- b) The Letter Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.
- c) The Client shall be responsible for determining and interpreting the needs of the Project Owner, and for coordinating the work of the Structural Engineer and other members of the design and/or construction team.

2) **General Obligations of the Structural Engineer and the Client**

- a) The Structural Engineer shall perform those professional structural engineering services as specified in Exhibit A. In rendering these services, the Structural Engineer shall apply the skill and care ordinarily exercised by Structural Engineers at the time and place the services are rendered.
- b) The Client shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- c) The Client shall provide all criteria and full information with regard to the Project Owner’s requirements for the Project. and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.
- d) The Structural Engineer shall recommend that the Client obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the Structural Engineer's services.
- e) The Structural Engineer shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- f) The Structural Engineer and the Client shall negotiate a mutually acceptable schedule for the performance of the Structural Engineer's services, to the degree possible consistent with the Structural Engineer's requirements for



Exhibit B – Terms and Conditions

Page 2 of 5

skill and care as well as the Client's desired goals and commitments. The Structural Engineer shall schedule the allocation of its personnel consistent with the agreed upon schedule.

- g) The Client shall provide to the Structural Engineer reports of geotechnical investigations, property surveys, and other reports and data requested, as well as any previous reports or other data relative to the Project.
 - h) The Client shall be responsible for overall coordination of the work performed by the various members of the design team, including architects, designers, mechanical engineers, electrical engineers, and all other consultants providing design and consulting services in particular disciplines. The Client shall coordinate the work of the design team in such a way as to minimize conflicts, interferences and misunderstandings. The Client shall facilitate communication among the members of the design team such that information needed by team members for performance of their services is received in a timely manner.
 - i) The Client shall transmit to the Structural Engineer all requests for information, inspection and testing reports, correspondence from the building authority, correspondence from the Owner or any other correspondence, inquiry, or report which is related to the Structural Engineers services or may require an action or response by the Structural Engineer.
- 3) **Fees and Other Compensation**
- a) Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.
- 4) **Reimbursable Expenses**
- a) Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, overnight deliveries, courier services, professional services sales taxes, and the cost of large format reproductions.
- 5) **Payments on Account**
- a) Invoices for the Structural Engineer's services shall be submitted, at the Structural Engineer's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
 - b) Retainers, if applicable to this Project, shall be credited to the final invoice(s).
 - c) Any inquiry or questions concerning the substance or content of an invoice shall be made to the Structural Engineer in writing within 10 days of receipt of the invoice. A failure to notify the Structural Engineer within this period shall constitute acknowledgement that the service has been provided.
- 6) **Late Payments**
- a) A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
 - b) In the event that any portion of an account remains unpaid 30 days after billing, the Structural Engineer may, without waiving any claim or right



Exhibit B – Terms and Conditions

Page 3 of 5

against the Owner, and without liability whatsoever to the Owner suspend or terminate the performance of all services.

7) Insurance

- a) The Structural Engineer shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the Structural Engineer from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Structural Engineer's services under this Agreement, and from claims under the Workers' Compensation Acts. The Structural Engineer shall, if requested in writing, issue certificate confirming such insurance to the Client.
- b) It is intended by the parties to this Agreement that the Design Professional's services in connection with the project shall not subject the Design Professional's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against KL&A, Inc., a California corporation, and not against any of the Design Professional's employees, officers or directors.

8) Indemnifications

- a) The Client shall indemnify and hold harmless the Structural Engineer and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Structural Engineer) or anyone for whose acts any of them may be liable.
- b) The Structural Engineer shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the Structural Engineer in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.
- c) The Client shall indemnify and hold harmless the Structural Engineer and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site.

9) Risk Allocation

- a) In recognition of the relative risks, rewards and benefits of the project to both the Client and the Structural Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Structural Engineer's and its owners' and employees' total aggregate liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes of action



Exhibit B – Terms and Conditions

Page 4 of 5

shall not exceed the total amount of \$250,000. In no case shall the liability exceed the amount of the Structural Engineer's policy. Such causes of action include, but are not limited to, the Structural Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

10) Consequential Damages

- a) Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

11) Reuse of Documents

- a) All documents including calculations, computer files, drawings, and specifications prepared by the Structural Engineer pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the Structural Engineer. Any reuse without written approval or adaptation by the Structural Engineer is prohibited.

12) Opinion of Probable Construction Costs

- a) The Structural Engineer's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. The Structural Engineer cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

13) Hidden Conditions

- a) A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Structural Engineer has reason to believe that such a condition may exist, the Structural Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the Structural Engineer has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the Structural Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.

14) Termination, Successors and Assigns

- a) This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to



Exhibit B – Terms and Conditions

Page 5 of 5

the date of termination, all reimbursable expenses, and reasonable termination expenses.

- b) The Client and the Structural Engineer each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- c) Neither the Client nor the Structural Engineer shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Structural Engineer from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.
- d) The Structural Engineer and Client agree that the services performed by the Structural Engineer pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Structural Engineer or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the Structural Engineer pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

15) Disputes Resolution

- a) All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

End of Exhibit B

Jehn Engineering

Work Authorization



Project Name: Paco Sanchez Park, New TOPO	Project Number: _____
Attention: Grechen Wilson	Phone: 720-328-1986
Firm: DIG Studios	Fax: _____
Street Address: 1523 15th St., Suite 200, Denver, CO 80202	Email: gretchen@digstudio.com

Jehn Engineering is pleased to provide the services described below. The purpose of this form is to obtain your authorization for the work verbally requested and confirm the terms under which these services are provided. Jehn Engineering's Terms and Conditions are part of this contract. This document sets forth the terms under which Jehn Engineering agrees to perform those obligations outlined in Scope of Services. Please note, the fees outlined in this proposal are void if not accepted within thirty (30) days of the date listed on the cover page. To execute this contract, please sign the signature block below and initial all other pages. Jehn Engineering will begin work on the project as soon as we receive the executed.

Scope of Work:	Fees:
<p>TOPO and Feature Survey: Jehn Engineering will take TOPO shot over the site in order to provide a new TOPO surface for future design by others. The Survey will include boundary (as provided by the owner) site features, located utilities, trees with caliper and estimated canopy, tree class (Evergreen/Deciduous) elevations and cover sheets. The client will be provided with PDF and DWG files for the project.</p>	\$12,500
<p>Design Layout: Jehn Engineering will stake walks and proposed park features provided by the client. The client shall provide Jehn Engineering the design in .dwg format. The fee listed includes one layout. If there is a design change by direction of the owner or client and re-staking is required additional costs will apply.</p>	\$1,510
<p><i>Note: The fees estimated for this proposal are for budgetary purpose only. At this stage of the project, Jehn Engineering may uncover information that is unknown at this time. All work shall be done a time and materials basis.</i></p>	

Prepared By Jehn Engineering:	
_____ Stephen T. Ceresa, Vice President	_____ Date
<p>GUARANTEE: In consideration of the execution of this contract and the extension of credits, the signator does hereby unconditionally personally guarantee the payment of all fees and expenses arriving out of said contract.</p>	
Work Authorized By:	
_____ Grechen Wilson	_____ Date
<p>The following Jehn Engineering Terms and Conditions / Exclusions are a part of this agreement. The Terms and Conditions contain a limitation of liability and other important legal terms.</p>	

Work Authorization



Exclusions:

-
- | | |
|---|--|
| Application/Development Fees and Permits | Annexation |
| Bidding Documents | Architectural Elevations and Building Floor Plans |
| Boundary Line Adjustment | Biology Exhibits |
| Construction Administration and Management | CLOMR/LOMR related items |
| | Construction Observation |
| | Cultural Resources Survey |
| Dry Utility Coordination And Design | Easement Creation, Vacation, and/or Exhibits |
| Environmental Impact Fees and/or Studies | Fire Department Related Submittal items |
| Grades and "tie-in's" for Frontage Road | Hazardous Waste Plan |
| Interchange Design | Industrial Roadway Collector Design |
| Landscape Plans | Major Drainage Way Studies |
| Offsite Design is Limited to Scope | Planning Commission/ City Council Approval Process |
| Planning Submittal Applications | Regional Drainage Studies |
| Signage and Striping Plan | Site Lighting Plan/Photometric Plan |
| Soil and/or Geotechnical Studies | Specific Plan Amendment |
| Storm Water Pollution Prevention Plan (SWPPP) | Street Improvement Plans |
| Structural Engineering | Field Work |
| Traffic Study / Signalization | Vacations/Dedication and Exhibits |
| Water and Sanitary Utility Design | Water Pressure Calculations |
| Water/Sanitation Districts | Website content |
| WQMP (initial checklists and report) | Phase 2 ESA |

Initials: _____
Page 2 of 4

Work Authorization



TERMS & CONDITIONS

"Jehn" refers to as Jehn Engineering, Inc. "Client" refers to the entity signing this agreement. These terms and conditions, together with the pertinent proposal, agreement, or work authorization form, including addenda (if any), constitute the "agreement" between Jehn and Client.

1. **Scope of Services.** Basic services are limited to those outlined in the proposal, Professional Service Authorization Agreement or purchase order which documents are incorporated herein by reference. Additional services shall be performed only upon mutual written agreement at Jehn's then current hourly rates.

2. **Standard of Care.** Engineering services will be performed within the care and skill ordinarily exercised by members of the same profession, practicing under similar circumstances, at the same time and in the same locality. Jehn makes no other warranties, express or implied, with regard to services to be performed by it.

3. **Corporate Protection.** Jehn Engineering is a trade name for Jehn & Associates, Inc., a Colorado corporation. Jehn's services shall not subject individual employees, officers, owners or directors to any personal liability to Client. Client agrees its sole and exclusive remedy, if any, for any claim arising out of the services of Jehn shall be against Jehn & Associates, Inc. and not against any individual employees, officers, owners or directors of Jehn.

4. **Responsibility of Client.** Client shall permit access to the project records and site(s). Client shall perform all required project reviews and approvals and will furnish all required information in a timely manner. Jehn shall be entitled to rely upon information provided by Client and others. Client shall establish an adequate budget for construction including adequate contingencies for engineering and construction change orders.

5. **Insurance.** Jehn will provide a Certificate of Insurance, upon request, showing the types and amounts of insurance coverage carried by Jehn. If obtainable, increases in insurance coverage may be obtained at Client's expense.

6. **Termination.** Either Client or Jehn may terminate this agreement with or without cause upon seven days prior written notice. Termination by Jehn shall be without consequence, resulting in no liability to Client regardless of cause, types of damage, or legal theory. Client shall, within fourteen days of receipt of Jehn's final invoice, pay for all services rendered and costs incurred up to the effective date of termination. These Terms & Conditions shall survive termination.

7. **Terms of Payment.** Unless otherwise agreed in writing, Jehn will submit monthly invoices for services which have been completed, payment for each of which is due within thirty calendar days of receipt. Jehn shall invoice past due accounts receivable to include interest at 1.5% per month from the date of invoice until paid in full. Accounts that remain past due beyond seventy-five (75) days may have a mechanics lien filed against the property upon which the services were performed. Jehn may, after giving seven days written notice to Client, suspend services under this Agreement and withhold all work product until payment in full. Jehn shall have no consequential liability to Client for such suspension of services, regardless of cause, types of damage, or legal theory. Client agrees to pay reasonable attorney fees, costs and expenses incurred by Jehn in collecting past due invoices.

8. **Instruments of Service.** All work product of Jehn, including but not limited to drawings and specifications, are the property of Jehn and are not to be utilized on any other project. Client shall indemnify and hold Jehn harmless from any claims, damages, liabilities and expenses, including attorney fees, arising out of or resulting from the reuse of Jehn's work product.

9. **Opinions of Probable Cost.** Client may, at its discretion, employ a cost estimator for purposes of budgeting and financing. Any opinions of probable cost provided by Jehn are not warranted to be accurate and Client's reliance thereon will be at Client's own risk. Client further acknowledges that Jehn has no control over construction costs of labor, materials, equipment or contractor pricing methodology.

10. **Construction Means and Safety.** Jehn is not responsible for construction means, methods, sequences, procedures or safety programs of the contractor(s). Construction phase observation, if any, provided by Jehn shall not subject Jehn to any liability. Client agrees that the contractor(s) are solely responsible for construction means, methods, sequences, procedures and safety programs and warrants this intent shall be expressed in Client's agreements with contractor(s).

11. **Waiver of Consequential Damages.** Neither Client nor Jehn shall be responsible to the other for any incidental, indirect or consequential damages arising out of or related to services performed by Jehn.

12. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to Client and Jehn, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Jehn, its officers, directors, employees, and sub consultants, to Client, to the total fee actually received by Jehn for services rendered. This limitation of liability shall apply to all claims and damages of any nature.

13. **Dispute Resolution.** Client and Jehn agree that all disputes between them arising out of or related to this agreement shall be submitted to mediation prior to litigation. Client and Jehn agree to share mediation costs and fees equally and that mediation shall take place in Denver, Colorado.

14. **Interpretation.** In the event of any conflict or ambiguity between these terms and conditions and any other writing, these terms and conditions shall take precedence. This agreement shall be construed in a manner reflecting mutuality of input in its drafting. In the event any portion of this agreement is held invalid by any court of competent jurisdiction, the remainder shall remain in full force and effect.

15. **Governing Law.** This agreement and any disputes arising out of it or related to it shall be governed by the laws of the State of Colorado.

16. **No Third Party Beneficiaries.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Jehn.

17. **No certification.** Jehn shall not be required to certify, guarantee or warrant the existence of any conditions or the adequacy of work performed by others if such cannot be ascertained with certainty by Jehn.

18. **Entire Agreement.** This agreement constitutes the entire agreement between Client and Jehn and supersedes all prior negotiations and representations. This agreement may be amended only by writing signed by both Client and Jehn.

19. **Assignment.** Neither party to this agreement shall transfer, sublet or assign any rights or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub consultants normally contemplated by Jehn shall not be considered an assignment for purposes of this agreement.

20. **Timely Use of Documents.** The standard of practice, technology and government regulations of engineering are constantly changing and evolving. Consequently, Client agrees to utilize the work product of Jehn within twelve months of their completion. Subsequent use must be authorized by Jehn, in writing, and Jehn must be afforded the opportunity to review and revise (if necessary) its work product at Jehn's then standard hourly rates. Client shall indemnify and hold Jehn harmless for failure to obtain Jehn's authorization, review and revision.

21. **Invoicing.** Attached is a copy of the invoice that Jehn Engineering will be submitting to your company for payment, this is a complete sample of our invoice and by signing this contract you are agreeing to make timely payment against this document as presented.

Initials: _____

Work Authorization



COLORADO

RATE SCHEDULE

Effective: January 2012

ENGINEERING

Principal	\$203.00/Hour
Chief Engineer	\$176.00/Hour
Senior Project Manager	\$128.00/Hour
Project Manager	\$112.00/Hour
Project Engineer	\$102.00/Hour
Design Engineer	\$ 94.00/Hour
Senior Technician	\$ 88.00/Hour
Technician	\$ 80.00/Hour
Clerical	\$ 70.00/Hour

CONSTRUCTION/STORM WATER

Construction Manager	\$128.00/Hour
Senior Field Engineer	\$ 94.00/Hour
Field Engineer	\$ 80.00/Hour

SURVEYING

Survey Manager	\$107.00/Hour
Legal & Easement Manager	\$102.00/Hour
Survey Supervisor	\$ 94.00/Hour
Survey Technician II	\$ 92.00/Hour
Survey Technician I	\$ 80.00/Hour
Crew Chief	\$ 91.00/Hour
Crew Member	\$ 59.00/Hour
2-Man Survey Crew	\$150.00/Hour
GPS Surveyor	\$107.00/Hour
GPS Survey Crew	\$155.00/Hour

EXPERT WITNESS

\$ 267.00/Hour

REIMBURSEABLE EXPENSES

The Client will be responsible for reimbursable expenses (including mileage, phone, postage, photocopies, and miscellaneous expenses, etc.).

Additionally, cost for equipment rental, outside or subcontracted consulting fees, out-of-town living expenses, as well as travel, if necessary, will be charged at a cost plus a multiplier of 1.15.

Initials: _____

Site Masters, Inc.



June 15, 2015

Gretchen Wilson
Dig Studio
1523 15TH ST., Suite 200
Denver, CO 80202

RE: Paco Sanchez Playground Development

Dear Ms. Wilson:

I greatly appreciate the opportunity to work with you on the Paco Sanchez project. It is my understanding that you would like me to consult with Dig Studio and the Design Team in regards to the development of the play environments for the Paco Sanchez project. It appears from the review of the design concepts that there will be quite a bit of custom equipment on this project. Site Masters is prepared to assist in the Design Development, Construction Document development as well as bid review and construction oversight if so desired. The following will give you guidance regarding anticipated fees. My hourly rate is \$250.00 an hour. I would be happy to discuss the following proposal for services at your convenience.

As part of the design team Site Masters Inc. (SMI) will provide input on the play elements, surfacing selection, and integration of the same within the environment. It is understood that this play environment will not be a “typical” traditional playground and will contain many custom elements. SMI is quite experienced in providing design and safety consultation for new product development and custom play sculptures.

The following is an outline of our proposed work:

SCOPE OF WORK

DESIGN DEVELOPMENT

- a. Team Meeting**—Teri Hendy will meet with the design team to refine the concepts for the playground environment based upon public input, project team input, site analysis and City review processes.
- b. Concept Development** – Site Masters will assist DIG Studio and the Design Team in developing final concepts for the playground equipment and environment. SMI will ensure that all proposed elements are developmentally appropriate; can be manufactured to meet industry standards while retaining their artistic integrity; are located appropriately within the environment and that full consideration is given to accessibility.

CONSTRUCTION DOCUMENT DEVELOPMENT

- a. Product Development** – Site Masters will work directly with DIG Studio and the Design Team to ensure that all elements for the play environment meet the programming goals; are developmentally appropriate; meet the industry standards and meet or exceed the accessibility guidelines.
- b. Team Meeting** – It is anticipated that at least one team meeting will be required during the construction document development.
- c. Document Review** – Site Masters will review construction documents and bid specifications that relate to the playground environment to ensure compliance with safety standards and program objectives.

FEES & TERMS

Design Development - We estimate that the fees for the design development outlined herein will not exceed \$5,000.00. The fees are based upon an hourly rate of \$250.00 an hour. This proposal is based upon a reasonable estimate of 16 hours of time and one meeting in Denver.

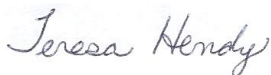
Construction Document Development – We estimate that the fees for assistance in the development of construction documents and bid specifications would not exceed \$9,000.00. The fees are based upon an hourly rate of \$250.00 an hour. This proposal includes one meeting in Denver.

Invoices will be sent monthly that include an itemized accounting of fees. Payment is expected to Site Masters, Inc. within 30 days. Late invoices accrue interest at 1.5% per month. Excessive revisions and more than two trips to Denver may require an adjustment to the fee schedule.

Compensation for any approved additions to the scope, products and/or additional expenses will be billed in addition to the above fee under the same terms as previously described. Approved additions to the scope of work will be billed at Site Masters hourly rates of \$250/hour.

Thank you for the opportunity to submit this proposal for services.

Best regards,



Teri Hendy, CPSI
President

ATTACHMENT 5			
PERSONNEL ASSIGNMENTS AND HOURLY RATES			
Paco Sanchez Park DD/CD/CO			
Firm	Title	Hourly Rate	
Dig Studio	Principal	\$ 170.00	
	Project Manager	\$ 125.00	
	Landscape Designer	\$ 80.00	
Indie Architecture	Principal	\$ 140.00	
	Project Manager	\$ 105.00	
PORT Urbanism	Partner	\$ 185.00	
	Landscape Architect	\$ 125.00	
	Design Staff	\$ 110.00	
BRS Architecture	Principal	\$ 190.00	
	PM/DM	\$ 130.00	
	Designer	\$ 100.00	

Exhibit B

DESCRIPTIONS (Continued from Page 1)

terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

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