

REVIVAL AND SECOND AMENDATORY AGREEMENT

This **REVIVAL AND SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RIOS, INC.**, a California corporation formerly known as Rios Clementi Hale Studios, whose address is 3101 Exposition Place, Los Angeles, California 90018 (the “Design Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a Design Services Agreement dated January 14, 2020, and an Amendatory Agreement dated July 8, 2020 (collectively, the “Agreement”), to furnish professional design services.

B. The Agreement expired by its terms on July 14, 2022.

C. The Design Consultant changed its name from “Rios Clementi Hale Studios” to “Rios, Inc.”

D. The Parties wish to revive and reinstate all of the terms and conditions of the Agreement and to amend the Agreement to reflect the Design Consultant’s name change, update the Scope of Work to include construction documentation design work for Phase 1 implementation, extend the Term, increase the maximum contract amount, and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree to revive and reinstate the Agreement and further agree as follows:

1. All references to “...Exhibit A and A-1...” in this Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The Scope of Work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. All references to “...Exhibit B...” in this Agreement shall be amended to read: “...Exhibit B and B-2...” as applicable. The Schedule of Billing Rates marked as **Exhibit B-2** and attached to this Second Amendatory Agreement, and the associated Design Fee Summary Table, are hereby incorporated by reference.

3. All references to “...Exhibit C...” in this Agreement shall be amended to read: “...Exhibit C and C-2...” as applicable. The Key Personnel marked as **Exhibit C-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

4. Section 3.01 of this Agreement, entitled “**Fee for basic services.**”, is amended to read 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 **NINE HUNDRED THIRY-TWO THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$932,222.00)**, in accordance with the billing rates and project budget stated in **Exhibits A, A-1, A-2 and B**. The amount budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or their designee, and subject to the Maximum Contract Amount stated in this Section 3.”

5. In Section 3.04 of this Agreement, entitled “**Maximum Contract Amount.**”, subparagraph (a) is amended to read as follows:

“(a) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED THIRY-TWO THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$932,222.00)** (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, A-1 and A-2**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under this Agreement.”

6. Section 4.01 of this Agreement, entitled “**Term.**”, is amended to read as follows:

“**4.01 Term.** The term of this Agreement will commence upon final execution of this Agreement by all Parties and expire on July 14, 2024, unless sooner terminated. The term of this Agreement may be extended by the City under the same terms and conditions for up to one additional twelve (12) month renewal term by written notice to Design Consultant.”

7. Section 5.06 of this Agreement, entitled “**No Discrimination in Employment.**”, is amended to read as follows:

“**5.06 No Discrimination in Employment.** In connection with the performance of work under this Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of

compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

8. Section 5.19 of this Agreement, entitled “**No Employment of Illegal Aliens to Perform Work Under this Agreement.**”, is hereby amended to read as follows:

“5.19 No Employment of a Worker Without Authorization to Perform Work Under this 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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

"(3) 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 a worker without authorization to perform work under this Agreement.

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

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

subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

"(c) The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this 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 the Consultant from submitting bids or proposals for future contracts with the City."

9. As herein amended, this Agreement is revived, affirmed and ratified in each and every particular.

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

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: PARKS-201952628-02 / 202263105
Contractor Name: RIOS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-201952628-02 / 202263105
RIOS, INC.

DocuSigned by:
Nate Cormier
By: 42D42D03BBD4ED...

Name: Nate Cormier
(please print)

Title: Managing Studio Director, Landscape Architecture
(please print)

ATTEST: [if required]

DocuSigned by:
Mark Motonaga
By: EB8EED6B7C6F41A...

Name: Mark Motonaga
(please print)

Title: Creative Director, Partner
(please print)

Exhibit A-2

Skyline Park Improvements Project - Phase 1, Stage 2: Final Design

SCOPE OF WORK

PROJECT OVERVIEW

This scope of work is intended to define Stage 2 design services and construction administration for the Phase 1 Implementation of the Skyline Park Improvements project as outlined in the Stage 1 Design Contract. Beginning in 2020, Denver Parks & Recreation, in consultation with the Elevate Denver Bond team, led an extensive public engagement and concept design process for all three blocks of the transformation of Skyline Park.

Skyline Park spans three blocks along Arapahoe Street between 15th Street and 18th Street. Phase 1 of the reconstruction work includes all of Block 2, located adjacent to Arapahoe Street between the 16th Street Mall and 17th Street. The site area will include improvements in the rights of way of Arapahoe St and 17th Street and coordination with the reconstruction of the 16th Street Mall. Additional coordination will be necessary with property owners on the west side of the park and with the owners of the D+F Tower. Skyline Park is located in a highly trafficked downtown area. The existing park consists of improvements from multiple eras including its initial construction in the 1970s and subsequent modifications during the early 2000's. The construction of phase 1 will consist of significant structural, drainage, utility, forestry, and right-of-way modifications. The Skyline Park design will be site specific and will include custom elements.

The "Phase 1 Final Design" will proceed from the concept design completed by RIOS in 2021 which gives guidance to the conceptual design of all three blocks including the form, layout, and programming that will be incorporated into the final design of Phase 1 (Block 2). The community supported concept plan includes a multiuse public plaza that hosts seasonal uses for skating and interactive water features, a shaded grove area that accommodates seating and small group gatherings, and a building hub that allows for food and beverage sales, skate and recreation rentals, public restrooms, mechanical equipment and maintenance storage. The park will include durable and sustainable, low maintenance materials, appropriate for a high quality, high use park in a downtown urban environment. Existing materials should be considered for salvage and reused whenever feasible. The final design must consider flexibility for a variety of programming possibilities, lighting and communications for normal use, events and security, utilities to support park uses and maintenance access.

The consultant team shall consist of all necessary disciplines to fully integrate this one-of-a-kind park design into its urban landscape. The consultant team will develop, manage, coordinate, and maintain an overall project schedule to ensure the design is completed on schedule and comply with all applicable DPR, DOTI and City and County of Denver standards, regulations, and timelines. The project shall follow the Citywide Sustainability Policy, Executive Order 123 and utilize the Greenprint Denver Construction forms. The Skyline Park Improvement project will follow DOTI's ER and DPR's QA/QC Review process. Additionally, the Design Team will be responsible for working with the City's Development Services division to provide all required assistance necessary to obtain any and all land use, administrative,

and/or entitlement approvals needed by the project.

The following documents are referenced as resources and to provide guidance for the Skyline Park Phase 1 Final Design project. The below list of documents referenced should include but is not limited to:

- As built – original Halprin Design documents 1970s
- As built – Balsley redesign 2004
- As built – Fountain upgrades (2010?)
- Final Concept Design (RIOS - Fall 2021)
- Block 2 Survey (105 West – Spring 2021)
- The Outdoor Downtown plan
- DOTI Yellow Book
- Denver Parks & Recreation Specifications
- Forestry’s Approved Street Tree List for Denver’s Public Rights-of-way
- Game Plan for a Healthy City (Denver Parks & Recreation 2019)
- Denver Moves: Downtown Final Report
- DOTI’s Ultra-Urban Green Infrastructure Guidelines
- DDPHE’s Limited Environmental Assessment, Skyline Park 1500-1800 Arapahoe

DESIGN TEAM

- | | |
|-------------------------------|--|
| 1. RIOS _____ | Project Management
Landscape Architecture
Architecture
Signage & Wayfinding |
| 2. Valerian (MWBE)* | Landscape Architecture (Planting), Irrigation Design |
| 3. Modern Ruins* | Historic Architecture |
| 4. Nora Neureiter (MWBE)* | Public Outreach & Stakeholder Engagement |
| 5. Ricca Design Studios* | Food Service Design & Consulting |
| 6. Clanton Associates (MWBE)* | Lighting Design |
| 7. Fluidity | Water Feature Design & Engineering |
| 8. Kimley Horn | Civil Engineering |
| 9. 105 West (MWBE) | Survey |
| 10. HCL Engineering (MWBE)* | Structural Engineering |
| 11. SynEnergy (MWBE) | Mechanical, Electrical, Plumbing Design & Engineering |
| 12. RoofTech* | Waterproofing Design & Consulting |
| 13. King Systems, LLC* | A/V, IT, Access Security |
| 14. TRIAX (MWBE) | Geotechnical Engineer |
| 15. Code Unlimited (MWBE)* | Fire, Life-Safety, Code <i>Consulting</i> |
| 16. Sunland (MWBE)* | Cost Estimation |
| 17. Stantec* | Ice Rink Equipment, Storage and Experience Design |

- * Indicates a new consultant that will be added to the contract through amendment.

ANTICIPATED BASELINE PROJECT SCHEDULE*

Q3 2021 | Concept Design Completed

Q3 2022 | Final Design Start

Q1 2025 | Procure Construction

Q3 2025 | Construction Start

Q3 2026 | Substantial Completion

The consultant shall acknowledge that they can comply with the milestone dates listed above or propose a schedule indicating milestone dates for each required submittal. The schedule should include time for meetings, public engagement, City review of deliverables and cost estimates at 30%, 60%, 90% and 100% review.

** Timeline is a tentative outline and subject to change based on project needs. Construction timeline shall be coordinated with Parks Permitting and adjacent property owners.*

PROJECT BUDGET

Phase 1 construction budget is \$16,000,000 including escalation assuming construction start in 2025. Consultant team is responsible for designing within this budget. 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 the City and in a manner acceptable to the City.

WORK DESCRIPTION FOR FINAL DESIGN SERVICES

Project Management (applies to all tasks):

The Consultant shall manage the team: staff and subconsultants, providing all necessary communications, scheduling, budgeting, and quality control. Consultant shall schedule, facilitate and record all project meetings and correspondence, prepare, and update the project schedule, prepare monthly invoices and status reports.

- Adherence to approved baseline schedule and meeting of deadlines and milestones
- Quality Assurance and Quality Control of design work products
- Value Engineering/Alternatives to stay within existing design and construction budgets and meet construction schedule requirements
- Proactive design risk management and reporting
- Sustainable design thinking and innovation, including the use and incorporation of site-generated materials in design, integration of water management and quality in landscaping and public realm
- Cost Estimating (estimates at the design milestones of 30%, 60%, and 90%,100%CD)
- Final plans should be permit ready
- Managing scope creep while fulfilling expectations of Client

- Effective coordination of regulatory permitting approvals to meet the above schedule
- Construction/Site Permitting, Respond to Building Department review comments

Meetings:

- It is anticipated that Project Management Team (PMT) meetings will be held online on a bi-weekly basis for the duration of the design process.
- Coordination and meetings with DPR and other City agencies as necessary.
- Includes project kickoff, design development reviews, and final design presentation.
- Assumes participation in (5) Executive Leadership Team (ELT) Meetings.

Project Management Deliverables (applies to all tasks) –

- Project schedule and monthly updates
- Meeting agendas and summary notes
- Monthly invoices and status updates

Task 1

Task 1A – Survey and Testing

The consultant team shall obtain all necessary field data, tests and reports necessary to properly design the Project. The Consultant will be responsible for the accuracy, adequacy and content of such surveys, tests, and reports. In the case of testing, the Consultant shall review all test results and reports and follow their recommendations. A planimetric and topographic survey was completed for Block 2, but additional survey data will be required to map the entirety of the work limits and necessary detail. Any discrepancies in the existing survey should be brought to the attention of the Project Manager during the initial phases of design. Survey, testing, and reports shall include at a minimum the following items:

- Survey: SUE Level B and include all trees, their caliper size, species, Treekeeper data number and elevation at base. 1' Contours and spot elevations. Must include subsurface structure location and elevation and materials. Potholing will be required.
- Geotechnical Soils Testing on Block 2.
- Drainage Report: Hydrology of site and basis for required detention and water quality requirements. Refer to Kimley Horn subconsultant proposals for additional details.
- City (DDPHE) will provide soil testing to develop a profile for any potential contaminants.

Task 1A Deliverables –

- Geotechnical investigation and recommendations.
- Horticultural soil analysis.
- Drainage Report.
- Review and comment on Soil profile by DDPHE.
- Full survey that meets City and County of Denver Requirements for Phase 1 Improvements.

Task 1B – Public Engagement, Project Communications, and Fundraising

The Public Engagement process shall be carried over from the Concept Design process to assist in the refinement of the plan to obtain ongoing support for the project and assist with fundraising. Key project

stakeholders' group should be convened at least quarterly to review and provide input on relevant issues and choices. Design Consultant shall provide at a minimum the following services:

- Schedule and facilitate up to five (5) stakeholder meetings to gather and review data and discuss recommendations. Each meeting is assumed to be two (2) hours in length.
- Organize and host two (2) public workshops and associated engagement during the final design process to update the community on the evolution of the Concept Plan and obtain input on various components. It is suggested that we host these meetings at 30% and 60% milestones.
 - The two public engagement workshops should each include flyer, online, and paper survey creation and analysis, public meeting, and outreach summary.
 - Provide all meeting graphics, plans, flyers (printed and digital) including text translation and accessibility audit for online posting. All project communications will need to be ADA accessible documents. Meeting flyers shall be translated into Spanish. Design team should plan for a Spanish Language interpreter at both Public Workshops.
- Conduct small group or one-on-one follow-ups with key stakeholders or community groups at up to (10) meetings. More meetings can be provided as a supplemental service. Participation of subconsultant Modern Ruins in Stakeholder Advocacy for Conservation Plan; and interfacing with SHPO, Historic Denver, Landmark Preservation, and City of Denver can be provided as a supplemental service.
- Develop and submit project updates to be utilized by DPR in social media outreach and website project updates at 30%, 60%, 90% and 100% milestones.
- Updated project 1 pager describing the next phase of work.

Task 1B Deliverables –

- Public and Stakeholder engagement plan (as part of design schedule).
- Agendas for stakeholder and public meetings.
- Updated graphic content at 30%, 60% milestones (updated illustrative plan and 3 perspective renderings at each milestone) for full size printing and website updates.
- Written Content for project updates at 30%, 60%, 90% and 100% to be included in Constant Contact updates.
- All project material shall be ADA Accessible.
- Meeting flyers shall be translated to Spanish.
- Consultant team shall provide Spanish Language interpreter at the two public workshops.
- Updated Skyline Park 1 pager explaining the process and final design work translated to Spanish.

Task 1C – 30% Construction Documents

The Design Consultant shall provide at a minimum the following services:

- Synthesis of selected elements to finalize a preferred park plan from the final concept plan and any necessary modifications.
- Plans, sections, elevations, and details as outlined in “Deliverables” sufficient for agency and stakeholder review
- 30% estimate of probable cost
- Coordination and meetings with DPR and other City agencies and stakeholders as necessary (see “Agencies, Partners & Stakeholders list below).

Task 1C Deliverables –

- 30% Construction Documents (see DPR and DOTI ER checklists)
- Develop 30% CD package for Phase 1 Design:
 - COVER SHEET / GENERAL NOTES
 - EXISTING CONDITIONS PLAN
 - STORMWATER MGMT PLAN & DETAILS
 - CONSTRUCTION ACCESS PLAN(S)
 - DEMOLITION PLAN(S)
 - UTILITIES PLAN
 - TREE PROTECTION PLAN
 - CONTEXT/KEY PLAN (Blocks 1-3)
 - OVERALL SITE PLAN (Block 2)
 - HARDSCAPE SCHEDULE
 - i. Paving
 - ii. Walls
 - iii. Fences/Gates
 - iv. Site Furnishings
 - v. Custom Site Features
 - HARDSCAPE PLAN(S)
 - ICE RINK, EQUIPMENT, STORAGE AND EXPERIENCE LAYOUT PLAN
 - SITE SECTIONS
 - SCHEMATIC DETAILS
 - HALPRIN SCULPTURE DRAWINGS
 - WATER FEATURE PLAN
 - WATER FEATURE SECTIONS/DETAILS
 - IRRIGATION MAINLINE PLAN(S)
 - PLANTING SCHEDULE
 - PLANTING PLANS(S)
 - PRELIMINARY CODE ANALYSIS (AMENITY BLDG)
 - AMENITY BLDG SITE PLAN
 - AMENITY BLDG ROOF
 - AMENITY BLDG RCP
 - AMENITY BLDG ENLARGED PLANS (4ct.)
 - AMENITY BLDG ELEVATIONS
 - AMENITY BLDG ENLARGED ELEVATIONS
 - AMENITY BLDG SECTIONS
 - WATERPROOFING SYSTEM NARRATIVE
 - PRELIMINARY LIGHTING CONCEPT & PLANS
 - i. BUILDING
 - ii. SITE LANDSCAPE
 - iii. WATER FEATURE (SPECIALTY)
 - iv. HALPRIN FOUNTAIN (SPECIALTY)
 - PRELIMINARY FIXTURE SCHEDULE
 - STRUCTURAL DRAWINGS
 - i. AMENITY BUILDINGS

ii. SITE

iii. HALPRIN SCULPTURE

- PRELIMINARY MECHANICAL PLANS (SCHEMATIC)
- PRELIMINARY ELECTRICAL PLANS (SCHEMATIC)
- PRELIMINARY PLUMBING PLANS (SCHEMATIC)
- A/V SYSTEM DESCRIPTION NARRATIVE
- IT SYSTEM DESCRIPTION NARRATIVE
- ACCESS/SECURITY SYSTEM DESCRIPTION NARRATIVE
- 30% ER Submittal and DPR QAQC Review (must meet the requirements of DOTI and DPR checklists)
- Outline Specifications
- 30% Opinion of Probable Cost
 - Itemized opinion of cost broken down into major categories. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials:
 - Sign Family Perspective/Renderings
 - Sign Family Elevations/Details
 - Key Experiential Element Perspective
 - Sign Location Plan

****Task 2-5 and supplemental services sections provided below for reference only for potential future phases of work.*

Task 2 – 60% Construction Documents

- Synthesis of selected elements to finalize a preferred park concept from the 30% plans and the City’s ER Review and DPR’s QAQC Review.
- Coordination and meetings with DPR and other City agencies (ie. Engineering and Regulatory) and stakeholders as necessary (see “Agencies, Partners & Stakeholders list below).
- Prepare geotechnical soil investigation.
- 60% estimate of probable cost
- Prepare 60% design plans, details and specifications per Deliverables below

Task 2 Deliverables –

- 60% Design Development Documents (must meet the requirements of DOTI and DPR checklists)
- Develop 60% CD package for Phase 1 Design:
 - COVER SHEET / GENERAL NOTES
 - EXISTING CONDITIONS PLAN
 - CONSTRUCTION ACCESS PLAN(S)
 - DEMOLITION PLAN(S)
 - EROSION CONTROL PLANS
 - GRADING & DRAINAGE PLANS
 - UTILITIES PLAN
 - STORMWATER MGMT PLAN & DETAILS

- TREE PROTECTION PLAN
- CONTEXT/KEY PLAN (Blocks 1-3)
- OVERALL SITE PLAN (Block 2)
- HARDSCAPE SCHEDULE
 - i. Paving
 - ii. Walls
 - iii. Fences/Gates
 - iv. Site Furnishings
 - v. Site Amenities/Features
- HARDSCAPE PLAN(S)
- ICE RINK EQUIPMENT, STORAGE AND EXPERIENCE LAYOUT PLAN
- CUSTOM FEATURE ENLARGEMENTS
- SITE SECTIONS
- SCHEMATIC DETAILS
- HALPRIN SCULPTURE DRAWINGS
- WATER FEATURE PLAN
- WATER FEATURE SECTIONS/DETAILS
- IRRIGATION MAINLINE PLAN(S)
- PLANTING SCHEDULE
- PLANTING PLANS(S)
- CODE ANALYSIS (AMENITY BLDG)
- AMENITY BLDG SITE PLAN
- AMENITY BLDG ROOF
- AMENITY BLDG RCP
- AMENITY BLDG ENLARGED PLANS (4ct.)
- AMENITY BLDG ENLARGED RCP
- AMENITY BLDG ELEVATIONS
- AMENITY BLDG ENLARGED ELEVATIONS
- AMENITY BLDG SECTIONS
- AMENITY BLDG WALL SECTIONS
- AMENITY BLDG INTERIOR ELEVATIONS
- WATERPROOFING DRAWINGS
- WATERPROOFING TYP. DETAILS
- LIGHTING PLANS
 - i. BUILDING
 - ii. SITE LANDSCAPE
 - iii. WATER FEATURE (SPECIALTY)
 - iv. HALPRIN FOUNTAIN (SPECIALTY)
- LIGHTING FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
 - i. AMENITY BUILDINGS
 - ii. SITE
 - iii. HALPRIN SCULPTURE
- MECHANICAL PLANS

- ELECTRICAL PLANS
- PLUMBING PLANS
- A/V SYSTEM DRAWINGS & DETAILS
- IT SYSTEM DRAWINGS & DETAILS
- ACCESS/SECURITY SYSTEM DRAWINGS & DETAILS
- 60% ER Submittal and DPR QAQC Review including 30% Comment Responses
- Geotechnical Analysis
- 60% Draft Specifications: Outline specs by RIOS/others
- 60% Opinion of Probable Cost
 - Itemized opinion of cost. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials:
 - Sign Family Elevations/Details
 - Sign Location Plan

Task 3 - 90% Construction Documents (90% CDs)

- Synthesis of selected elements to finalize a preferred park concept from the 60% plans and the City's ER Review and DPR's QAQC Review.
- Coordination and meetings with DPR and other City agencies and stakeholders as necessary (see "Agencies, Partners & Stakeholders list below).
- Concurrent submittal for review of building, right of way and other packages required for permit-ready final documents.
- 90% Estimate of probable cost
- Prepare 90% design plans, details and specifications per Deliverables below

Task 3 – Deliverables

- 90% Construction Documents (must meet the requirements of DOTI and DPR checklists)
- Develop 90% CD package for Phase 1 Design:
 - COVER SHEET / GENERAL NOTES
 - EXISTING CONDITIONS PLAN
 - CONSTRUCTION ACCESS PLAN(S)
 - DEMOLITION PLAN(S)
 - EROSION CONTROL PLANS
 - GRADING & DRAINAGE PLANS
 - UTILITIES PLAN
 - STORMWATER MGMT PLAN & DETAILS
 - TREE PROTECTION PLAN
 - CONTEXT/KEY PLAN (Blocks 1-3)
 - OVERALL SITE PLAN (Block 2)
 - HARDSCAPE SCHEDULE
 - HARDSCAPE PLAN(S)
 - ICE RINK EQUIPMENT, STORAGE AND EXPERIENCE LAYOUT PLAN
 - CUSTOM FEATURE ENLARGEMENTS

- SITE SECTIONS
- HARDSCAPE DETAILS
- HALPRIN SCULPTURE DRAWINGS
- WATER FEATURE PLAN
- WATER FEATURE SECTIONS/DETAILS
- IRRIGATION SCHEDULE
- IRRIGATION PLAN(S)
- IRRIGATION DETAILS
- PLANTING SCHEDULE
- PLANTING PLANS(S)
- CODE PLAN (AMENITY BLDG)
- AMENITY BLDG SITE PLAN
- AMENITY BLDG ROOF
- AMENITY BLDG RCP
- AMENITY BLDG ENLARGED PLANS (4ct.)
- AMENITY BLDG ENLARGED RCP
- AMENITY BLDG ELEVATIONS
- AMENITY BLDG ENLARGED ELEVATIONS
- AMENITY BLDG SECTIONS
- AMENITY BLDG WALL SECTIONS
- AMENITY BLDG SCHEDULES – DOOR & WINDOW
- AMENITY BLDG SCHEDULES – FINISHES
- AMENITY BLDG ENLARGED FINISH PLANS
- AMENITY BLDG INTERIOR ELEVATIONS
- AMENITY BLDG EXTERIOR DETAILS
- AMENITY BLDG INTERIOR DETAILS
- WATERPROOFING DRAWINGS
- WATERPROOFING DETAILS
- LIGHTING PLANS
 - i. BUILDING
 - ii. SITE LANDSCAPE
 - iii. WATER FEATURE (SPECIALTY)
 - iv. HALPRIN FOUNTAIN (SPECIALTY)
- LIGHTING FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
 - i. AMENITY BUILDINGS
 - ii. SITE
 - iii. HALPRIN SCULPTURE
- MECHANICAL PLANS
- ELECTRICAL PLANS
- PLUMBING PLANS
- A/V SYSTEM DRAWINGS & DETAILS
- IT SYSTEM DRAWINGS & DETAILS
- ACCESS/SECURITY SYSTEM DRAWINGS & DETAILS

- 90% ER Submittal and DPR QAQC Review Checklist including 60% Comment Responses
- 90% Architectural Plan Review / SUDP/Building Permit Set
- 90% Specifications
- 90% Opinion of Probable Cost
 - Itemized opinion of cost. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials:
 - Sign Family Elevations/Details
 - Key Experiential Element Elevations/Details
 - Sign Location Plan / Message Schedule
 - Tenant Sign Criteria Rental
 - Tenant Sign Criteria Concessions

Task 4 - 100% Construction Documents / Bidding (100% CDs)

- Synthesis of selected elements to finalize park design from the 90% plans and the City's ER Review and DPR's QAQC Review. Incorporate and resolve all review comments received.
- Coordination and meetings with DPR and other City agencies as necessary.
 - Includes project update meetings.
 - Site visits with selected CCD staff (includes Natural Resources, Trails, Forestry, District Operations, Facilities, Department of Transportation and Infrastructure (DOTI)).
 - Coordination with select CCD staff, including Parks Permitting and Denver Development Services.
 - Coordinate with utility providers as needed for necessary relocation or improvements.
 - Any additional internal meetings as needed.
- Review CCD supplied Limited Subsurface Investigation and coordinate with Denver Department of Public Health and Environment (DDPHE) on project requirements for soil use.
- Assume ER submittals at 30%, 60%, 90%, and 100% milestones. Design Consultant will be responsible for any additional submittals needed to clear ER comments for completed Bid Set.
- Bid Set shall include:
 - Final approved plans, technical specs, cost estimate for Denver Department of Transportation and Infrastructure (DOTI) Bid Form, and utility clearance record.
- The construction documents shall include, but not be limited to, complete drawings and specifications, compliant with the City's Construction General Contract conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable, and final detail.
- The Design Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing applications(s) and paying any permit or other fees.
- Acceptance of the Construction Documents shall not relieve the Design Consultant of any responsibility for design deficiencies, omissions, or errors.
- All final plans and specifications shall bear the signature(s) and seal(s) of Design Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25

of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer, architect and/or design professional in responsible charge of the preparation of such plans and specifications or parts thereof. The Design Consultant shall be ultimately responsible for all design work provided under the Agreement.

- Design team shall assist the City in implementing the Public Art Program. This may include coordinating the placement or the structural foundation of the art.

Task 4 – Deliverables

- Bidding Documents
- Bid Tab
- Issue Bidding Documents
- Finalize comment log from all ER and QAQC Comments
- 100% Construction Documents (must meet the requirements of DOTI and DPR checklists)
- Develop 100% CD package for Phase 1 Design:
 - COVER SHEET / GENERAL NOTES
 - EXISTING CONDITIONS PLAN
 - CONSTRUCTION ACCESS PLAN(S)
 - DEMOLITION PLAN(S)
 - EROSION CONTROL PLANS
 - GRADING & DRAINAGE PLANS
 - UTILITIES PLAN
 - STORMWATER MGMT PLAN & DETAILS
 - TREE PROTECTION PLAN
 - CONTEXT/KEY PLAN (Blocks 1-3)
 - OVERALL SITE PLAN (Block 2)
 - HARDSCAPE SCHEDULE
 - HARDSCAPE PLAN(S)
 - ICE RINK EQUIPMENT, STORAGE AND EXPERIENCE LAYOUT PLAN
 - CUSTOM FEATURE ENLARGEMENTS
 - SITE SECTIONS
 - HARDSCAPE DETAILS
 - HALPRIN SCULPTURE DRAWINGS
 - WATER FEATURE PLAN
 - WATER FEATURE SECTIONS/DETAILS
 - IRRIGATION SCHEDULE
 - IRRIGATION PLAN(S)
 - IRRIGATION DETAILS
 - PLANTING SCHEDULE
 - PLANTING PLANS(S)
 - CODE PLAN (AMENITY BLDG)
 - AMENITY BLDG SITE PLAN
 - AMENITY BLDG ROOF
 - AMENITY BLDG RCP
 - AMENITY BLDG ENLARGED PLANS (4ct.)

- AMENITY BLDG ENLARGED RCP
- AMENITY BLDG ELEVATIONS
- AMENITY BLDG ENLARGED ELEVATIONS
- AMENITY BLDG SECTIONS
- AMENITY BLDG WALL SECTIONS
- AMENITY BLDG SCHEDULES – DOOR & WINDOW
- AMENITY BLDG SCHEDULES – FINISHES
- AMENITY BLDG ENLARGED FINISH PLANS
- AMENITY BLDG INTERIOR ELEVATIONS
- AMENITY BLDG EXTERIOR DETAILS
- AMENITY BLDG INTERIOR DETAILS
- WATERPROOFING DRAWINGS
- WATERPROOFING DETAILS
- LIGHTING PLANS
 - i. BUILDING
 - ii. SITE LANDSCAPE
 - iii. WATER FEATURE (SPECIALTY)
 - iv. HALPRIN FOUNTAIN (SPECIALTY)
- LIGHTING FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
 - i. AMENITY BUILDINGS
 - ii. SITE
 - iii. HALPRIN SCULPTURE
- MECHANICAL PLANS
- ELECTRICAL PLANS
- PLUMBING PLANS
- A/V SYSTEM DRAWINGS & DETAILS
- IT SYSTEM DRAWINGS & DETAILS
- ACCESS/SECURITY SYSTEM DRAWINGS & DETAILS
- 100% ER Submittal and DPR QAQC Review Checklist including 90% Comment Responses
- 100% Specifications
- 100% Opinion of Probable Cost
 - Itemized opinion of cost. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials:
 - Sign Family Elevations/Details
 - Key Experiential Element Elevations/Details
 - Sign Location Plan / Message Schedule
- Assist the City in implementing the Public Art Program. This may include coordinating the placement or the structural foundation of the art.

Task 5 – Construction Administration and Warranty Services – (CA)

The Design Consultant shall provide at a minimum the following services:

- Attend pre-bid meeting and provide administrative services during the bidding process including addenda responses and clarifications to questions as necessary.
- Attend pre-construction meeting.
- The time schedule for Design Consultant's work under this phase shall be set and governed by the approved project schedule. However, the Design Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid.
- Weekly Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Design Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- Review and respond to submittals, RFIs, approve mock-ups, provide ASIs, etc. as necessary.
 - The Design Consultant will assist the Project Manager with interpreting the requirements of the Project Plans and Specifications. The Design Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- Observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Design Consultant shall immediately make an oral report of such nonconformance to the Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Design Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Design Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- Assist with reviewing and clarifying change orders.
- Attend Punchlist/Substantial Completion walk.
 - Upon the completion of the entire work or a designated portion thereof, the Design Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- Attend Final Acceptance walk.
- Attend Warranty Walk site review and issue updated punch lists.
- Review Construction As-built record drawings prepared by the Contractor. Preparation of formal record drawings is excluded but can be added via supplemental services.

Supplemental Services

- 10% Supplemental Services Reserve Fund.

AGENCIES, PARTNERS, STAKEHOLDERS

The following is a list of agencies and stakeholders the Design Team shall consider when estimating number of meetings per phase and the necessary touch points to accurately and efficiently accomplish the scope of work described herein. Stakeholders will be invited to appropriate project review opportunities, but additional individual outreach sessions beyond those outlined in the scope of work would require supplemental services. This list includes suggested stakeholder but is by no means exhaustive. The below list can be modified as deemed necessary based upon the scope of work for the project.

- Executive Leadership Team (ELT)
- Denver Department of Public Health and Environment (DDPHE)
- Denver Water (DW)
- Xcel Energy
- ER Reviewers
- Denver Parks & Recreation QA/QC Reviewers
- 16th Street Mall Project Team
- Downtown Denver Partnership (DDP)
- Metro Sewer
- Arts & Venues and Selected Artist for 1% Public Art (AVD)
- Historic Denver
- Community Planning and Development (CPD)
- CPD Landmark Representatives
- Office of the City Forester (OCF)
- Downtown Parks Operations (DPO)
- Denver Parks & Recreation Permitting Office
- Stakeholder Advisory Committee (SAC)
- Council District 9
- Denver Development Services
- DPR's Natural Resources
- Division of Disabilities Rights / ADA Compliance
- Elevate Denver Bond
- Adjacent Property Owners
- Department of Transportation and Infrastructure (DOTI)
 - DOTI Wastewater
 - DOTI Green Infrastructure
 - DOTI ROW Permitting
 - DOTI Planning

EXCLUSIONS

- Engineering of artwork or artwork foundation and infrastructure in not in scope.
- Preparation of multiple packages for separately phased construction mobilizations within Block 2 is excluded.

- Signage & wayfinding services do not include interpretive signage design. Also excluded are wayfinding signs that describe all three blocks of the park since the designs of blocks 1 and 3 are NIC. This will allow for development of overall (3-block) project signs to follow design of the remaining blocks.
- Permitting and engineering for signage & wayfinding is assumed by fabricator, and not included.
- Tree survey assessment or arborist services not included.
- Any planning or landscape requirements to mitigate hazardous materials or to mitigate/adjust flood plain and/or wetlands not included.
- LEED/SITES documents/coordination not included.
- Record drawings not included.
- Traffic analysis and traffic signal design not included.
- Lighting mockups, art lighting, or custom luminaries are excluded.
- Design of an “elevated” or “structured” first floor not included. Slab-on-grade is assumed.
- The success of GPR is variable due to soil types in Colorado and to the unusual and irregular configuration of this site. Quality Level B results cannot be guaranteed. Client will be invoiced at-costs for ground penetrating radar services to supplement traditional geophysical equipment.
- The SUE Plan set is valid only at the time of sealing. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to collect updated existing subsurface utility conditions.
- It is the responsibility of the RIOS team to perform due diligence with regards to records research (QLD level of effort) and acquisition of available utility records. Utilities that are not identified through these efforts will be here forth referred to as “unidentified” utilities. The RIOS team is not responsible for designating “unidentified” utilities that were not detected through due diligence and scanning the work area.
- Geotech borings are limited to Block 2 project area.
- Architectural interiors are core and shell only.
- Ice rink and loop limited to up to four cooling zones.
- Owner must decide where to house ice equipment by the end of the 30% phase. Changes after this point will require supplemental services.
- Ice rink/refrigeration floor will be built permanently on grade. No structures may be built below the ice surface.
- Operation and maintenance manuals and redlined record drawings will be provided by the Contractor.
- Commissioning services will be provided by the Contractor.
- Owner-requested scope changes that fall outside of the pre-established itemized list of recommended deletions and/or modifications (as outlined in the “Project Budget” section above), and which require redesign of utility infrastructure systems established at the conclusion of 30% design phase will require supplemental services.
- The following site visits by out-of-town team members are included in the scope of work and expense assumptions. Additional meetings will be web-based meetings or will require supplemental services and expenses. (Teams/Zoom)
 - RIOS (Design: 60 person/trips; CA: 50 person/trips)
 - Modern Ruins (Design: 1 person/trips; CA: 3 person/trips)
 - Fluidity (Design: 2 person/trips; CA: 2 person/trips)

- Stantec (Design: 6 person/trips; CA: 22 person/trips)

Exhibit B-2 Schedule of Billing Rates

Consultant: Clanton & Associates

Chief Executive Officer	\$310
President	\$295
Principal	\$225
Associate	\$210
Senior Engineer II	\$200
Senior Engineer I	\$165
Engineer II	\$140
Engineer I	\$125
Senior Designer II	\$190
Senior Designer I	\$150
Designer II	\$130
Designer I	\$120
Intern	\$95
Production Manager	\$185
Senior CADD Technician	\$125

Exhibit B-2 Schedule of Billing Rates

Consultant: Clanton & Associates

CADD Technician	\$95
Marketing Manager	\$90
Administration	\$90
Office Manager	\$90

Exhibit B-2 Schedule of Billing Rates

Consultant: Code Unlimited

PERSONNEL CLASSIFICATION

BILLING RATE PER HOUR

<u>Code Analyst 1</u>	<u>\$ 115</u>
<u>Code Analyst 2</u>	<u>\$ 160</u>
<u>Code Analyst 3</u>	<u>\$ 180</u>
<u>Senior Analyst 1</u>	<u>\$ 220</u>
<u>Principal & Senior Analyst 2</u>	<u>\$ 280</u>
<u>Principal 2</u>	<u>\$ 320</u>

Exhibit B-2 Schedule of Billing Rates

Consultant: HCL Engineering & Surveying, LLC

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Principal</u>	\$ 220
<u>Director of Structural Engineering</u>	\$ 200
<u>Senior Project Manager</u>	\$ 180
<u>Project Manager</u>	\$ 170
<u>Senior Project Engineer</u>	\$ 155
<u>Project Engineer</u>	\$ 135
<u>Design Engineer II</u>	\$ 120
<u>Design Engineer I</u>	\$ 110
<u>Field Engineer</u>	\$ 125
<u>BIM Manager</u>	\$ 140
<u> </u>	\$
<u> </u>	\$
<u> </u>	\$

Exhibit B-2 Schedule of Billing Rates

Consultant: *King Systems LLC*

PERSONNEL CLASSIFICATION

BILLING RATE PER HOUR

Design

\$125.40_____

Engineering

\$125.40_____

\$_____

\$_____

\$_____

Exhibit B-2 Schedule of Billing Rates

Consultant: RoofTech Consultants, Inc

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Engineer</u>	\$ <u>175</u>
<u>CADD Technician</u>	\$ <u>100</u>
<u>Engineer Technician</u>	\$ <u>90</u>
<u>Administrative Assistant</u>	\$ <u>60</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>

Exhibit B-2 Schedule of Billing Rates

Consultant: Stantec Consulting Inc.

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR (2022)
_____	\$ _____
Ice Designer	\$ _ 155_
Electrical Designer	\$ _ 181_
Ice Structural Design	\$ _ 205_
Project Manager - Coordination	\$ _ 207_
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Exhibit B-2 Schedule of Billing Rates

Consultant: Sunland Group

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Senior VP of PMCM</u>	\$ <u>184.63</u>
<u>Project Controls Manager</u>	\$ <u>160.15</u>
<u>Chief Estimator</u>	\$ <u>139.60</u>
<u>Sr. Estimator</u>	\$ <u>140.62</u>
<u>MEP Estimator</u>	\$ <u>135.37</u>
<u>Estimator</u>	\$ <u>102.32</u>
<u>Jr. Estimator</u>	\$ <u>76.49</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>

Exhibit B-2 Schedule of Billing Rates

Consultant: WSA| ModernRuins

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
<u>Principal</u>	\$ <u>\$225</u>
<u>Project Architect</u>	\$ <u>\$185</u>
<u>Project Development</u>	\$ <u>\$145</u>
<u>CADD/Graphics</u>	\$ <u>\$115</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>

EXHIBIT B-2**Skyline Park****Design Fee Summary Table**

Fee & Percentage Detail

	3/23/2022			
	Task 1A-C Current Contract Amendment			
		Task 1B –		Task 1C –
		Public		Schematic
		Engagement,		Design – (SD)
		Project		30%
	Task 1A –	Communication		Construction
	Survey and	s and		Documents
	Testing	Fundraising		
Consultant Name				
<u>Prime consultant (RIOS)</u>				
Project Management	\$ -	\$ 20,000	\$	20,000
Landscape Architecture	\$ -	\$ -	\$	120,000
Architecture	\$ -	\$ -	\$	50,000
Signage	\$ -	\$ -	\$	20,000
Subconsultant Team Members				
Valerian (Landscape Architecture, Irrigation)	\$ -	\$ -	\$	9,900
Modern Ruins (Historic Architecture)	\$ -	\$ -	\$	39,600
Fluidity (Water Feature Design/Engineering)	\$ -	\$ -	\$	27,500
Sunland (Cost Estimating)	\$ -	\$ -	\$	10,786
Kimley Horn (Civil Engineering)	\$ -	\$ -	\$	39,765
SYN Energy (M/E/P Engineering)	\$ -	\$ -	\$	11,000
Clanton (Lighting Design)	\$ -	\$ -	\$	5,500
HCL (Structural Engineering)	\$ -	\$ -	\$	8,800
King Systems (A/V, IT, Access Security)	\$ -	\$ -	\$	8,250
TRIAX (Geotechnical Consulting)	\$ 6,050	\$ -	\$-	
105 West (Survey)	\$ 61,721	\$ -	\$	-
Nora Neureiter (Public Outreach/ Stakeholder Engagement)	\$ -	\$ 11,000	\$	-
Rooftech (Waterproofing Consulting)	\$ -	\$ -	\$	7,700
Code Unlimited (Fire, Life Safety, Code)	\$ -	\$ -	\$	2,860
Ricca Design (Food Service Consulting)	\$ -	\$ -	\$	4,400
Stantec (Ice Rink Design)	\$ -	\$ -	\$	55,000
Subtotal	\$ 67,771	\$ 31,000	\$	441,061
Basic Services	\$ 67,771	\$ 31,000	\$	441,061
Reimbursables Prime	\$ -	\$ 10,000	\$	10,000
Reimbursables Subs	\$ 35,900	\$ 2,500	\$	5,750
Additional Services Reserve	\$ -	\$ -	\$	-
Grand Total	\$ 103,671	\$ 43,500	\$	456,811
Percent of Fee	4%	2%		16%
	Task 1A-C (Contract Amendment)			
	Total			\$ 603,982

EXHIBIT B-2

Skyline Park

Design Fee Summary Table

Fee & Percentage Detail

Task 2 -5 Provided for reference only for potential future phases of work.												
Consultant Name	Task 2 – Design Development – (DD) 60% Construction Documents		Task 3 – 90% Construction Documents (90% CDs)		Task 4 – 100% Construction Documents / Bidding (100% CDs)		Task 5 – Construction Administration and Warranty Services – (CA) Additional Services		Total Fee	Percentage of Total Fee	MWBE (Y/N)	MWBE %
	Documents											
<u>Prime consultant (RIOS)</u>												
Project Management	\$ 20,000	\$	10,000	\$	5,000	\$	5,000	\$ -	\$ 80,000	3%	N	
Landscape Architecture	\$ 120,000	\$	120,000	\$	60,000	\$	160,000	\$ -	\$ 580,000	24%	N	
Architecture	\$ 50,000	\$	50,000	\$	25,000	\$	65,000	\$ -	\$ 240,000	10%	N	
Signage	\$ 15,000	\$	-			\$	10,000	\$ -	\$ 45,000	2%	N	
Subconsultant Team Members												
Valerian (Landscape Architecture, Irrigation)	\$ 19,800	\$	27,500	\$	13,750	\$	27,500	\$ -	\$ 98,450	4%	Y	4%
Modern Ruins (Historic Architecture)	\$ 33,000	\$	30,800	\$	8,800	\$	63,800	\$ -	\$ 176,000	7%	N	
Fluidity (Water Feature Design/Engineering)	\$ 33,000	\$	44,000	\$	11,000	\$	44,000	\$ -	\$ 159,500	7%	N	
Sunland (Cost Estimating)	\$ 14,487	\$	14,487	\$	3,141	\$	-	\$ -	\$ 42,900	2%	Y	2%
Kimley Horn (Civil Engineering)	\$ 72,545	\$	42,955	\$	25,685	\$	17,600	\$ -	\$ 198,550	8%	N	
SYN Energy (M/E/P Engineering)	\$ 22,000	\$	16,500	\$	1,650	\$	6,600	\$ -	\$ 57,750	2%	Y	2%
Clanton (Lighting Design)	\$ 19,800	\$	12,100	\$	8,800	\$	16,500	\$ -	\$ 62,700	3%	Y	3%
HCL (Structural Engineering)	\$ 33,000	\$	55,000	\$	2,750	\$	33,000	\$ -	\$ 132,550	6%	Y	6%
King Systems (A/V, IT, Access Security)	\$ 13,200	\$	15,400	\$	14,300	\$	5,500	\$ -	\$ 56,650	2%	Y	2%
TRIAX (Geotechnical Consulting)	\$ -	\$	-	\$	-	\$	-	\$ -	\$ 6,050	0%	Y	0%
105 West (Survey)	\$ -	\$	-	\$	-	\$	-	\$ -	\$ 61,721	3%	Y	3%
Nora Neureiter (Public Outreach/ Stakeholder Engagement)	\$ 12,100	\$	-	\$	-	\$	-	\$ -	\$ 23,100	1%	Y	1%
Rooftech (Waterproofing Consulting)	\$ 15,400	\$	15,400	\$	2,750	\$	16,500	\$ -	\$ 57,750	2%	N	
Code Unlimited (Fire, Life Safety, Code)	\$ 2,310	\$	3,850	\$	6,380	\$	792	\$ -	\$ 16,192	1%	Y	1%
Ricca Design (Food Service Consulting)	\$ 4,400	\$	4,400	\$	-	\$	-	\$ -	\$ 13,200	1%	N	
Stantec (Ice Rink Design)	\$ 66,000	\$	71,500	\$	27,500	\$	71,500	\$ -	\$ 291,500	12%	N	
Subtotal	\$ 566,042	\$	533,892	\$	216,506	\$	543,292	\$ -	\$ 2,399,563	100%		23%
Basic Services	\$ 566,042	\$	533,892	\$	216,506	\$	543,292	\$ -	\$ 2,399,563			
Reimburseables Prime	\$ 30,000	\$	30,000	\$	5,000	\$	65,000	\$ -	\$ 150,000			
Reimbursables Subs	\$ 2,000	\$	2,000	\$	2,000	\$	20,350	\$ -	\$ 70,500			
Additional Services Reserve	\$ -	\$	-	\$	-	\$	-	\$ 239,956	\$ 239,956			
Grand Total	\$ 598,042	\$	565,892	\$	223,506	\$	628,642	\$ 239,956	\$ 2,860,019			
Percent of Fee	21%		20%		8%		22%					

Exhibit C-2 Key Personnel

Consultant: Clanton & Associates

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Chief Executive Officer

Visioning, Project Approach, Quality Control

President

Contracts, Staffing, Project Oversight,
Professional Engineering, Quality Control

Principal

Contracts, Staffing, Project Oversight,
Professional Engineering, Quality Control

Associate

Contracts, Staffing, Project Oversight,
Professional Engineering, Quality Control

Senior Engineer II

Project Management, Electrical Engineering,
Quality Control

Senior Engineer I

Project Management, Electrical Engineering,
Quality Control

Engineer II

Lighting Design, Electrical Engineering, Project
Support

Engineer I

Lighting Design, Electrical Engineering, Project
Support

Senior Designer II

Project Management, Lighting Design, Quality
Control

Senior Designer I

Project Management, Lighting Design, Quality
Control

Designer II

Lighting Design, Project Support

Designer I

Lighting Design, Project Support

Exhibit C-2 Key Personnel

Consultant: Clanton & Associates

Intern

Lighting Design, Electrical Engineering, Project Support

Production Manager

CADD Production, Deliverables Management, Quality Control

Senior CADD Technician

CADD Production

CADD Technician

CADD Production

Marketing Manager

Marketing, Proposal Development, Contract Review

Administration

Invoicing, Office Administration

Office Manager

Invoicing, Office Administration

Exhibit C-2 Key Personnel

Consultant: Code Unlimited

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Code Analyst 1

General Review and Inspection

Code Analyst 2

Reviews, Inspections, Project Management

Code Analyst 3

Reviews, Inspections, QC, Team Management

Senior Analyst 1

QC, Jurisdiction & Team Communications

Principal & Senior Analyst 2

QC, Jurisdictions, Clients & Business Communications

Principal 2

QC, Jurisdictions, Clients & Business Communications

Exhibit C-2 Key Personnel

Consultant: *King Systems LLC*

PERSONNEL CLASSIFICATION

Design

Engineering

RESPONSIBILITIES

Audio/Video Design _____

Audio/Video Design Drawings _____

Exhibit C-2 Key Personnel

Consultant: NHN Consulting LLC

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

 Owner

Community Engmnt, Govt & Public Rel.

 Public Outreach Support

Community Engmnt & Outreach Support

 Pub Outreach & Spanish Language

Outreach Support & on-site Spanish lang.

Exhibit C-2 Key Personnel

Consultant: Ricca Design Studios

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Executive Principal

Provide project oversight & guidance, when required.

Work closely with the internal studio & wider design team to ensure the highest levels of coordination are delivered.

Principal

Planning, concept & schematic design. Oversees design process

Director

Daily point of contact. Manages documentation, scheduling of resources, coordination

Project Manager

Assists in preparation of all documents, manufacturer cut books, estimate of probable costs, and equipment specs. Assists with Revit/CAD modeling and handles correspondence & communications with contractors during CA.

Revit Associate

Provides support in the preparation of all documents. Preparation of all Revit/CAD modeling.

Exhibit C-2 Key Personnel

Consultant: RoofTech Consultants, Inc.

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Engineer

Waterproofing Project Lead/Cost Estimation

CADD Technician

CADD/Revit Drawings

Engineer Technician

Field Inv. Data Collection, Const. Manag.

Administrative Assistant

Const. Doc Prep & Quality Control

Exhibit C-2 Key Personnel

Consultant: _____ Stantec Consulting Inc. _____

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Ice Designer

Engineering of Ice System & Surface _____

Electrical Designer

Electrical Engineering of Ice System

Ice Structural Design

Structural Eng. of Ice System Components

Project Manager - Coordination

Project Management of Ice System Design

Exhibit C-2 Key Personnel

Consultant: Sunland Group

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Senior VP of PMCM

Quality Assurance

Project Controls Manager

Project Manager/Quality Control

Chief Estimator

Lead Estimator/setup/all scopes

Sr. Estimator

Major areas of scope Civil/Arch/Structural

MEP Estimator

Mechanical/Electrical/Plumbing scope

Estimator

Minor scope Civil/Arch/Structural

Jr. Estimator

Assist scope of work as assigned

Exhibit C-2 Key Personnel

Consultant: Valerian llc

PERSONNEL CLASSIFICATION

Principal

Associate Principal

Irrigation Designer

Project Designer

RESPONSIBILITIES

Manage office work-flow, staffing needs and scheduling. Client coordination, oversees overall project, design, quality control, and construction observation.

Oversees and provides design and budget management. Manage the project team, scheduling, design review and quality control, manage construction observation.

Provides all irrigation design and coordination. Irrigation design quality control and irrigation related construction period services

Project design support, production/drafting, graphic assistance, 3-D graphic production and design

Exhibit C-2 Key Personnel

Consultant: WSA|ModernRuins

PERSONNEL CLASSIFICATION

RESPONSIBILITIES

Founding Principal

Principal in Charge

Principal

Managing Principal

Project Architect

Project Coordination - Studio

Project Development

Production/Detailing

CADD/Graphics

Production/Drawing
