

**DESIGN SERVICES AGREEMENT**  
**between**  
**THE CITY AND COUNTY OF DENVER**  
**and**  
**BARKER RINKER SEACAT ARCHITECTURE, P.C.**  
**Contract No. 2014-17595**

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**Table of Contents**

|                                                            |           |
|------------------------------------------------------------|-----------|
| <b>SECTION 1 – ENGAGEMENT .....</b>                        | <b>1</b>  |
| 1.01 Engagement.....                                       | 1         |
| 1.02 Line of Authority for Contract Administration.....    | 1         |
| 1.03 Independent Contractor.....                           | 1         |
| 1.04 Scope of Design Consultant’s Authority.....           | 1         |
| <b>SECTION 2 – DESIGN CONSULTANT’S SERVICES.....</b>       | <b>2</b>  |
| 2.01 General .....                                         | 2         |
| 2.02 Professional Responsibility.....                      | 2         |
| 2.03 Program and Budget.....                               | 3         |
| 2.04 Coordination and Cooperation.....                     | 4         |
| 2.05 Personnel Assignments.....                            | 4         |
| 2.06 Basic Services – General.....                         | 6         |
| 2.07 Basic Services - Phase Specific.....                  | 6         |
| 2.08 Additional Services.....                              | 7         |
| 2.09 Surveying and Testing.....                            | 8         |
| 2.10 Compliance with M/WBE Requirements.....               | 8         |
| <b>SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING.....</b> | <b>10</b> |
| 3.01 Fee for Basic services.....                           | 10        |
| 3.02 Reimbursable Expenses.....                            | 10        |
| 3.03 Additional Services .....                             | 10        |
| 3.04 Invoicing and Payment.....                            | 10        |
| 3.05 Maximum Contract Amount.....                          | 11        |
| <b>SECTION 4 – TERM AND TERMINATION .....</b>              | <b>11</b> |
| 4.01 Term.....                                             | 11        |
| 4.02 Termination.....                                      | 11        |

**SECTION 5 – GENERAL PROVISIONS..... 12**

5.01 City’s Responsibilities..... 12

5.02 Ownership of Documents..... 13

5.03 Taxes and Licenses..... 13

5.04 Design Consultant's Records..... 14

5.05 Assignment and Subcontracting..... 14

5.06 No Discrimination in Employment ..... 14

5.07 Insurance. .... 14

5.08 Defense & Indemnification. .... 16

5.09 Colorado Governmental Immunity Act..... 17

5.10 Contract Documents; Order of Precedence..... 17

5.11 When Rights and Remedies Not Waived. .... 18

5.12 Governing Law; Venue. .... 18

5.13 Conflict of Interest. .... 18

5.14 No Third Party Beneficiaries..... 18

5.15 Time is of the Essence..... 18

5.16 Taxes, Charges and Penalties..... 18

5.17 Proprietary or Confidential Information. .... 19

5.18 Use, Possession or Sale of Alcohol or Drugs..... 19

5.19 No Employment of Illegal Aliens to Perform Work Under the Agreement. .... 20

5.20 Disputes..... 21

5.21 Waiver of C.R.S. 13-20-802, et seq. .... 21

5.22 Survival of Certain Contract Provisions..... 21

5.23 Advertising And Public Disclosure..... 21

5.24 Legal Authority ..... 21

5.25 Notices..... 22

5.26 Severability..... 22

5.27 Agreement as Complete Integration-Amendments..... 22

5.28 Counterparts of this Agreement ..... 22

**Exhibit A – Scope of Work/Rates/Key Personnel**  
**Exhibit B – ACORD Certificate of Insurance**

## DESIGN SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **BARKER RINKER SEACAT ARCHITECTURE, P.C.** (the "Design Consultant"), a Colorado Corporation, whose address is 3457 Ringsby Court, Unit 200, Denver, CO 80216.

### RECITALS

**WHEREAS**, the City desires to obtain professional architecture and engineering design services in support of the Central Denver Recreation Center Project (the "Project"); and

**WHEREAS**, 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

**WHEREAS**, 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 Manager of Public Works ("Manager") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager's authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Manager's approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager's behalf by written notice to the Design Consultant.

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

**1.04 Scope of Design Consultant's Authority.** The Design Consultant shall have no

authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

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

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

### **2.02 Professional Responsibility.**

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other 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 intends to proceed with construction of the Project using a CMGC approach but reserves the right to alter the approach and construct the Project using a general contractor bidding approach, on call contractors or another approach. 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 Manager and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

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

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

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

- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposals 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 Manager 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 Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager 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 Manager considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Manager 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 Manager'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 Manager 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 Manager before they are assigned to a specific project.

- (k) The Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

**2.06 Basic Services – General.**

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

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



## 2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibit A** 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 to properly design and administer the construction of each project. 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 Manager prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

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

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28,

Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 37%. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 30%.

- (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 **One Million Four Hundred and Ninety-Three Thousand and Thirty-Two Dollars and 50/100 (\$1,493,032.50)**, in accordance with the billing rates and project budget stated in **Exhibit A**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibit A** or pre-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 **Sixteen Thousand Dollars and 00/100 Cents (\$16,000)** unless an additional amount is approved by the Manager 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 **Seventy-Five Thousand Dollars and 00/100 Cents (\$75,000)**.

**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 Manager, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Manager. 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 **One Million Five Hundred Eighty-Four Thousand and Thirty-Two Dollars and 50/100 Cents (\$1,584,032.50)** (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 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 Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the

Manager. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.

- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

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

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

## **5.02 Ownership of Documents.**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

## **5.03 Taxes and Licenses.** The Design Consultant shall promptly pay, when they are

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

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

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

**5.06 No Discrimination in Employment.** In connection with the performance of work under this Agreement, the 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 eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a



valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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.” Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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 and Auto Liability, Consultant and subconsultant 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, Consultant’s insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.
- (j) **Additional Provisions:**
  - (1) For Commercial General Liability the policy must provide the following:
    - (i) That this Agreement is an Insured Contract under the policy;
    - (ii) Defense costs in excess of policy limits;
    - (iii) A severability of interests, separation of insureds or cross liability provision; 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) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Consultant shall notify the City within ten (10) days and reinstate aggregates required.

**5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Design Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials,

agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subconsultants, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

- (b) Design Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Design Consultant is not named as a Defendant.
- (c) Design Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the 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.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

- Exhibit A** Scope of Work/Rates/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

**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 Manager.

**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 Manager, 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 Manager 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 Manager, 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





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

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-201417595-00

Contractor Name: BARKER RINKER SEACAT ARCHITECTURE

By: *C. Bouck*

Name: CRAIG BOUCK  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: *Susan E. Maguire*

Name: Susan E. Maguire  
(please print)

Title: Sr. Associate  
(please print)



# **Exhibit A**

## EXHIBIT A

### SCOPE OF WORK

#### **Key Personnel**

The Key Personnel for the project are:

Craig Bouck, Barker Rinker Seacat Architecture  
Katie Barnes, Barker Rinker Seacat Architecture  
Cynthia Leibman, Barker Rinker Seacat Architecture

#### **Project Description:**

The new Central Denver Recreation Center (CDRC) shall be sited on what are now two parcels of land, 2405 E Colfax and 1530 Josephine St. The total combined area of the site is approximately 2.9 acres.

Programmatic components for CDRC shall include a natatorium, including two pools, a fitness center, a gymnasium, community rooms, class rooms and other accessory spaces that support the needs of the Denver citizens. A preliminary building size has been targeted at 68,000 square feet. A total project budget for the design, construction and all soft costs of the facility has been established at approximately \$25.9M. The construction budget for CDRC is \$18.2M. Per City and County of Denver Executive Order No. 123, the CDRC shall, at a minimum, achieve LEED-NC (New Construction) Gold certification and Energy Star status.

In 2006 Denver Parks and Recreation completed a master plan study titled, "Indoor Recreation Centers – Recommendations for Focus Area Priorities." The purpose of the study was to: create a detailed inventory and long range recommendations for Denver's indoor recreation centers, listen to the public and stakeholders, and provide information for the City to make decisions in an objective and equitable way.

The findings and analysis produced by the study made it apparent that the Central Denver area had a high level of need for a multi-purpose recreation center, but had no facility to deliver services to meet the need. In addition, the study showed that larger multi-purpose recreation centers have higher participation rates, greater cross-use by all ages, higher retention and frequency of use, along with higher rates of cost recovery, especially in larger urban communities.

Upon completion of the master plan study, the City worked with a consultant to identify multiple sites in the Central Denver area that could support the program of a multi-purpose community recreation center. Through careful site analysis and community engagement, the current site at 2405 E Colfax Ave / 1530 Josephine St was selected. The current site is located in an identified service void for indoor recreation, and more specifically addresses the need for such a facility in the urban fabric of the city.

**Project Scope:** The Design Consultant will prepare design schedule, prepare design and construction documents, and assist in administering construction, based on the following outline of services, as required. All design provided will be the design consultant's professional opinion of such design items.

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

The construction budget for the Central Denver Recreation Center project is estimated to be \$18.2 million.

Denver's Public Art Ordinance dictates that any capital improvement project with a construction and design budget of over \$1 million qualifies for inclusion in the Public Art Program. This project has qualified for Public Art, so an additional 1% of the construction budget will be set aside for artwork at the site.

The public art funds and art selection process are administered by the Denver Office of Cultural Affairs (DOCA) but the design team and contractors selected for this project may collaborate with DOCA on the public art process.

**Section A - Services:**

Full professional design services are required with all related engineering disciplines, including but not limited to the following:

1. Program Verification
2. Site Planning
3. Site Survey
4. Incorporation of the Geotechnical Investigation
5. Full Service Architectural Design, including verification of the existing Program
6. Civil Engineering, including Storm Water Management
7. Utilities Design & Coordination
8. Landscape Design
9. Structural Engineering
10. Mechanical & Plumbing Engineering
11. Electrical Engineering
12. Aquatics Design
13. Fire Alarm Design
14. Fire Suppression Design
15. Interior Design/FF&E (Including bidding and installation coordination)
16. Lighting Design
17. Signage/Wayfinding & Graphics Design
18. Tele/Data, Security, CCTV, Access Controls, CATV and Audio/Visual Systems

19. Leadership in Energy and Environmental Design (LEED) Certification
20. Design Phase Scheduling
21. Conceptual Cost Estimating
22. Validation of CM/GC Cost Estimates
23. Up to Two Public Meetings

**Items which are not part of the A/E Scope of Services:**

Environmental Investigations; geotechnical investigations; building systems commissioning; materials testing during construction, special inspections during construction.

**Section B- Coordination:**

Coordination meetings with City agencies, utility companies, other City consultants and user groups shall be a continuing work item for the selected Design Consultant from the Notice to Proceed through program verification, schematic design, design development, construction documents and through the construction administration and warranty phase. In particular, the Design Consultant shall comply with all provisions of the Denver Building Code and all other related codes, standards, City Ordinances and regulations, as well as the covenants applicable to the property.

**B.1-Building Commissioning:** The City plans to retain the services of a Building Commissioning Agent during the design phase. The Design Consultant shall cooperate with the Commissioning Agent in all matters relating to the design, including a peer review of all items related to building commissioning.

**Section C-Construction Methodology**

The City has elected to execute the construction of the work under a Construction Management/ General Contractor (CM/GC) contract.

**Section D-CPM Schedule:**

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

**Section E- Program Requirements:**

Prior to commencing the specific design services called for under this Agreement, the Design Consultant acknowledges that it has reviewed the City's Draft Programming Document for the project, which sets forth the conceptual design elements for the Project and which will require further definition, analysis and refinement as part of Design Consultant's Schematic Design Phase services. The Design Consultant shall consult with the City, the Project Manager, user agencies, and other parties referred to in this Agreement to ascertain the applicable requirements of the Project, including budgetary considerations, goals, objectives and time constraints (the "Project Requirements"), and shall review the understanding of such Project Requirements with the City.

**E.1- Program Verification and Schematic Design Phase:**

The following program verification and pre-schematic design services shall be diligently performed by the Design Consultant, and shall be included as part of Basic Services provided by the Design Consultant:

E.1.1- The Design Consultant shall prepare, for approval by the City, a Program Verification Report which includes but is not limited to:

- i. A description of the Project Requirements and the procedures to be implemented to maximize the attainment of the Project Requirements
- ii. Survey of applicable building code analyses;
- iii. A summary of architectural analyses;
- iv. Stacking and Blocking Diagrams; and
- v. Any other related documents.

**E.1.2-** The Design Consultant shall submit the Program Verification Report to the City for review and written approval. After the City has approved the Program Verification Report in writing, the Design Consultant shall deliver the approved Program Verification Report to the City and any other parties designated by the City. Acceptance of the Program Verification Report by the City or authorization to proceed shall not be construed as approval of the adequacy of the documents or of any services rendered by the Design Consultant during this or any previous phase.

**E.1.3-** The Design Consultant shall submit a preliminary square foot cost estimate at the end of the Program Verification Phase.

**Section F-Schematic Design:**

Simultaneously with Program Verification, the Design Consultant shall proceed with the Schematic Design phase. An early submittal of the Schematic Design will be to submit several "Site Options" for the Owner's approval. The "Site Options" shall include but will not be limited to: building footprint, building orientation, number of floors, parking layout, public pedestrian



and vehicular circulations, open spaces, right-of way and site drainage. The Schematic Design shall be in the form of drawings and ancillary documents and shall provide sufficient detail to show structure location and orientation on site, division of spaces, MEP requirements, and preliminary estimates of construction costs. The Design Consultant shall be responsible for obtaining all utility and site information required and present studies to City agencies for review, comment and approval.

**F.1- Schematic Design Documents:**

Based on the preliminary reports, programming documents, the Program Verification Report, and the Construction Budget, the Design Consultant shall prepare, for review and approval by the City, copies of Schematic Design Documents, in written and graphic form, consisting of (i) drawings and other documents illustrating the scale and relationship of all Project components; (ii) plans, elevations, and sections for the Project; (iii) an engineering analysis of the structural, electrical, mechanical, plumbing, fire prevention and security/low voltage systems; and (iv) other documents illustrating the scale and relationship of the Project. The Schematic Design Documents shall be in such form and content as is necessary to establish the essential character of the Project, shall demonstrate conformance to Project Requirements, shall reflect the physical aspects of the design, the functional needs intended to be served by the Project, the Construction Budget limitations, Sustainability considerations and the Project's schedule parameters, shall incorporate phasing as needed, and shall schematically identify and describe the structural, mechanical, plumbing and electrical systems and other pertinent design elements of the Project.

**F.2- Schematic Construction Cost Estimate:**

The Design Consultant shall provide support to the Contractor during the Contractor's preparation of the Construction Cost Estimate. In connection with preparing the Schematic Design Documents, the Design Consultant shall evaluate and report on the energy conservation, LEED Gold Certification outline, and shall consult with the Xcel Energy's consultant (retained through the Xcel Energy Design Assistance Program or the Energy-Efficient Building Program) relative to energy conservation, life cycle, maintenance factors, operating costs and initial capital costs of all systems and other applicable design elements which are included in the Schematic Design Documents. The Design Consultant shall work with the Construction Manager (CM) to prepare preliminary cost estimates and economic analyses of the design systems, shall prepare such alternative design studies, as may be requested by the City, consisting of the drawings and outline specifications and other documents illustrating the scale and relationship of the Project components that are customarily provided during the Schematic Design Phase, shall assist the City and Construction Manager with the preparation of cost estimates for each alternative. The Design Consultant shall consult with the

City and its Project Manager as to the status of the City's program, design requirements and phasing requirements.

**F 3-Presentation of Schematic Design Documents:**

At one hundred percent (100%) completion of the Schematic Design Phase, the Design Consultant shall present to the City for review and approval, copies of drawings consisting of the following:

1. Scope of Work Outline (revised, if necessary);
2. Design Schedule including explanation of any variance from original schedule;
3. Description of structural, mechanical, plumbing, electrical, aquatics, sustainability, security/low voltage and fire prevention systems;
4. Site plan, indicating proposed and existing features, including building locations and sizes grading overview, site drainage considerations, entrance points, parking areas, utilities, roadways, covered walkways and play areas.
5. Scaled floor plan(s), indicating the size and relationship of all programmed spaces. Spaces shall be identified by name, and the square footages shall be indicated within each space. Circulation and mechanical spaces shall be calculated and identified separately;
6. Developed study elevations and sections illustrating massing, relation to grade, basic materials, fenestration, floor/ceiling heights and roof slopes;
7. Location and character of public open space, including rights of way;
8. Public pedestrian and vehicular circulation, including fire department access allowances;
9. LEED Gold Certification Outline;
10. Site security;
11. Storm water management;
12. Initial identification of signage and lighting needs and issues;
13. Initial identification of public art opportunities;
14. Horizontal and vertical relationships of civic and transitional structures;
15. Compliance with applicable property covenants;

The City may approve, disapprove or approve "as noted" the Schematic Design Documents, in which event the Design Consultant shall make revisions to the Schematic Design Documents. If the Schematic Design documents are approved "as noted" such comments shall be reflected in the documents in the succeeding phase (Design Development). During this phase, the Design Consultant shall meet with all requisite governmental officials or agencies to review code, regulations or other applicable governmental issues related to the Project design so as to ensure that all code, regulatory and other governmental issues are addressed and appropriate solutions proposed prior to competition of the Design Development Phase. Acceptance of the Schematic Design Documents by the City or authorization to proceed shall not be construed as approval of the adequacy of the documents or of any services rendered by the Design Consultant during this or any previous phase, and shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions. Significant changes made by the City after the Schematic Design documents have been accepted however may be deemed to be a change of scope,

subject to additional compensation to the Design Consultant. The City plans to provide review comments to the Design Consultant within 3 weeks from the date of the Schematic Design Submittal.

**Section G. Design Development:**

The Design Consultant, upon written approval of the Schematic Design, shall prepare Design Development drawings and ancillary documents based on the approved Schematic Design. Drawings and other documents shall fix and describe the size and character of the entire project as to architectural, civil, structural, acoustical, interior design, mechanical, plumbing and electrical systems; shall outline all required building systems including footing and foundation systems based on geotechnical recommendations, and shall show building floor plans, sections and elevations with dimensions. Drawings and documents shall be presented by the Design Consultant to City agencies for approval. At the 100% completion point of the Design Development phase, the Design Consultant in conjunction with the City and Construction Manager shall confirm that the cost estimate does not exceed the project budget including adequate contingency.

**G.1-Design Development Documents:**

The Design Development Documents shall include studies which establish the design concept associated with the interior design indicating the types and quality of colors, finishes, materials, fixtures and equipment, LEED Gold Certification identifiables and shall present such studies to the City for approval.

**G.2- Design Development Services:**

In conjunction with the preparation of the Design Development Documents, the Design Consultant, among other things, will perform the services, which are described below and which generally relate to the Design Development Phase:

**G.2.1-** Preparing and finalizing design elements and architectural composition and commencing construction detailing as required to reinforce general architectural statements;

**G.2.2-** Further refining the specifications materials book consistent with the design development phase of the Project;

**G.2.3-** Coordinating, as necessary, the Design Development Documents with the Project Manager or the City's other consultants so as to provide a complete, coordinated set of Design Development Documents for the City's approval.

**G.3- Alternatives or Modifications During Design Development Phase:**

To the extent that alternatives not addressed during the Schematic Design Phase become evident during the Design Development Phase (whether such alternatives are aesthetic, functional or involve value engineering), the Design Consultant shall advise the City of such

alternatives and consult with and assist the City and the Project Manager in all decisions with regard to such alternatives; and where such alternatives involve significant operating and maintenance cost alternative, the Design Consultant shall present comparative analyses of such alternatives. All modifications approved by the City which are based on the alternatives presented shall be included as Basic Services under this Agreement.

**G.3.1-** During the Design Development Phase, the Design Consultant, in conjunction with the CM/GC shall inform the Project Manager or the City, of construction items having a potentially long "lead-time".

**G.4- Design Development Phase Cost Estimate:**

The Design Consultant shall provide support to the Contractor during the Contractor's preparation of the Construction Cost Estimate. The Design Consultant shall also make revisions and/or corrections and prepare other documents where necessary, in order to bring the cost of the Work within the approved Construction Budget, as determined by the City.

**G.5- Presentation of Design Development Documents:**

At one hundred percent (100%) completion of the Design Development Phase, the Design Consultant shall present 12 copies of drawings and specifications to the City for preliminary review and approval. The City may approve, disapprove or approve "as noted" the Design Development Documents in which event the Design Consultant shall make revisions to the Design Development Documents as may be reasonably requested by the City. Following its review, the City may request such revisions as may be necessary to provide final approval of the Design Development Documents. The Design Consultant shall meet with all requisite governmental officials or agencies to review all codes, regulations or other applicable issues related to the Project design so as to ensure that all code, regulatory and other governmental issues shall be addressed and solutions proposed upon completion of the Design Development Phase. The Design Development Documents shall include the following deliverables:

1. Title sheet clearly indicating "Design Development";
2. Floor plans showing all programmed and mechanical spaces, wall thickness, room sizes and identifications, layouts of all fixed equipment, door and window locations;
3. Exterior elevations of all new facades showing finished grades, floor elevations, maximum structure height, fenestration, and materials;
4. Major Building Sections;
5. Major Wall Sections;
6. Interior Elevations;
7. Site plan showing existing and proposed grading contours, sidewalks, roads, parking areas, building locations and sizes, existing and proposed utility lines, setbacks, existing and proposed right of ways, and any other pertinent site information;

8. Area plans showing interior elevations of more complex areas such as toilet rooms, kitchens, mechanical equipment rooms, at a scale of one quarter (1/4") inch to the foot;
9. Plans and diagrams(e.g., piping risers) illustrating basic structural, mechanical, plumbing, electrical, low voltage, CCTV, fire prevention, and security systems that establish size and relationship requirements;
10. Remaining Design and Construction Document Schedule, including anticipated corresponding Schedules;
11. Preliminary Finishes Schedule
12. Reflected ceiling plans showing lighting layouts;
13. Calculations to support selection of all engineering systems, if requested;
14. A draft specification in the format of the CSI divisions. Minimum requirements for the Outline specification are as follows:
  - All sections to be in the contract documents shall be so Identified;
  - All systems, equipment, materials, and methods to be used shall be so identified;
  - A description is required for each CSI section used;
  - A complete code analysis of the proposed building and /or modifications to existing buildings.

#### **G.6- Acceptance of Development Documents:**

Acceptance of such Design Development Documents by the City and authorization to proceed shall not be construed as approval of the adequacy of the design documents or of any services rendered by the Design Consultant during this or any previous phase, and shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions. The City plans to provide comments to the Design Consultant within 3 weeks after submission of the Development Documents.

#### **Section H- Construction Documents Phase:**

Upon review and final approval by the City of the Design Development Documents, and issuance of a written Notice to Proceed by the City, the Design Consultant shall prepare and submit to the City for review and approval a complete set of construction documents, consisting of working drawings and final specifications (the "Construction Documents" or "Drawings and Specifications") which set forth in detail the requirements for the construction and completion of the Project. When preparing the construction Documents, the Design Consultant shall comply with the following guidelines:

#### **H.1- Construction Documents:**

The Construction Documents shall consist of working drawings (including construction details and dimensions) and specifications which shall contain sufficient information to define the type of materials, equipment and standards of performance, so that the contracted general contractor or the CM/GC contractor will be able to reliably determine the nature, quality and

quantities of all labor and materials and the workmanship required to construct and equip the Project or of any portion of the Project.

**H.1.1-** The Drawings and Specifications shall be prepared to clearly indicate the required phasing of the Work as needed, including the extent of demolition. Such drawings shall indicate how existing systems and utilities will be maintained during construction, if required and how existing utilities will connect to and serve the Project. Such drawings shall be fully coordinated as to the compatibility and juxtaposition of the various components of the Work to insure their proper performance.

**H.1.2-** The Design Consultant shall keep the City informed of any changes in the requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed to allow the City to revise, modify and update as necessary the estimate of the total construction cost.

**H.1.3-** The Design Consultant shall present and submit the Construction Documents to the City for review and shall modify such Construction Documents to incorporate: (a) any reasonable changes requested by the City and the Project Manager, and (b) all changes requested by any governmental authority or agency whose approval is required by law. The Design Consultant shall also provide any additional design information and documentation reasonably requested by the City to the extent that such information and documentation is required or customarily provided in the Construction Documents Phase. After the Construction Documents have been modified to conform to the comments of the City, and/or the governmental authorities, the Design Consultant shall deliver to the City, and any other parties designated by the city, the Construction Documents. Promptly upon the City's acceptance and written approval of the Construction Documents, the Design Consultant shall deliver to the City paper sets of the approved Drawings containing the architect's and engineer's seals and authorized signatures , and original copies of the Specifications reproducible in quantity by a process acceptable to the City (collectively, the "Final Construction Documents"). Reproduction of the Final Construction Documents shall be a reimbursable expense and quantities required shall be determined by the City prior to submission.

**H.1.4-** The Design Consultant shall prepare the Final Construction Documents in a format that complies with all Cities, federal and state requirements. The City shall pay no additional compensation to the Design Consultant for the preparation of the Final Construction Documents in a format other than that specified in this Agreement, nor shall any construction document be considered final until approved by the City, regardless of any federal or state approval of such construction document. Acceptance by the City of the Final Construction Documents and authorization to proceed shall not be construed as approval of the adequacy of the Final Construction Documents, or of any services rendered by the Design Consultant during this or any previous phase, and shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions.

**H.1.5-** The Design Consultant additionally shall:

- (a) In a timely manner, prepare a signed and sealed "Permit Set" of the construction Documents and/or the Final Construction Documents as required by and for submission to the City and County of Denver Buildings Inspection Division and all other governmental authorities or agencies having jurisdiction over or approval of the Project;
- (b) Assist the Contractor or the City in obtaining the necessary building permits in time for construction to commence in accordance with the Project Schedule. The Design Consultant shall assist the City and the Project Manager in obtaining all other required approvals of the City or any governmental authorities or agencies with jurisdiction over the Project, and shall assist the City with filing any other documents required by any other governmental authority or agency for any and all approvals; (c) assist the Contractor during development of the final estimated construction cost.

**H.1.6-** The Design Consultant shall include a list of "approved equals" for construction, as part of the Final Construction Documents if applicable. Alternatively, proposed substitutions shall be reviewed by the Design Consultant to provide comments to the Contractor. Preparation of such "approved equals" shall be part of the Design Consultant's Basic Services.

**H.1.7-** The Design Consultant shall provide any and all other Information and documentation required by the City to select the general contractor.

**H.1.8-** All Design Documents prepared by the Design Consultant shall be produced utilizing a City Approved AutoCAD Version, including all details, elevations, plans and sections. At the completion of the Project, but in any event, no later than sixty (60) days after substantial completion, the Design Consultant shall furnish the City with a complete set of CAD Drawings on CD ROM for the Project, in AutoCAD and PDF formats, including specifications.

**H.2- Final Project Schedule:**

The project schedule will be part of the deliverables with the Construction Documents and Specifications for City approval.

**H.3- Additional Provisions:**

The 100% submittal will include all items required by the City, as well as a statement in letter format indicating that all review comments have been addressed and/or incorporated by the Design Consultant. The Design Consultant shall be ultimately responsible for all design work provided under this Agreement, and approval or acceptance by the City of the Design Consultant's work product shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions.

**H.3.1-** Drawings for Contract and Construction Documents shall be made in 24"X36" or 30"42" format, with border and title block to include the logo of the City and County of Denver and Denver Parks and Recreation. The City shall provide the Design Consultant with digital artwork

of the logos. The Design Consultant shall make available for review and copying by the City the design data forming the basis for all drawings and specifications

**H.4- Warranty Requirements:**

The Design Consultant shall advise the City and all applicable contractors, subcontractors and suppliers of the appropriate warranties and guarantees (both as to scope and duration) to be obtained from any contractor, subcontractor or supplier on the Project.

**Section I- Plan Review and Permits:**

At various review and approval stages or phases of the design effort, the Design Consultant shall deliver to Public Works copies of all documentation that is needed to complete the plan review and/or approval by Public Works and Parks and Recreation. Following written approval of the construction documents by the Project Manager, the Design Consultant shall assist the CM/GC with the process of logging the plans into the City and County of Denver's plan review department to start the permitting process. Following the plan review process by the Building Department, the Design Consultant shall incorporate any required changes/comments into the Construction Documents.

**Section K - Construction Administration:**

The Design Consultant shall provide periodic construction observation during the course of the Construction Phase, shall review and approve all submittals, assist/respond to contractor request for information (RFI's), review change orders and assist/review change order pricing, attend regular construction meetings in person at least every other week and all other regular meetings via phone. The initial scope of work includes attendance of 28 regular meetings on site, and performs other services as required by the City to complete the construction project, including the revision of drawings and the preparation of "As-Designed" drawings.

**K.1- Representative of the City:**

The Design Consultant shall be a representative of the City during the Construction Phase, and shall advise and consult with the City, the Project Manager, and the Contractor. Instructions from the Design Consultant to the contractors shall be forwarded through the City Project Manager only, with copies of each such instruction transmitted to the City.

**K.2- Special Testing and Inspections:**

The Design Consultant shall determine and advise the City in writing of all special testing and inspections necessary or advisable during the Construction Phase to assure the implementation of the intent of the Construction Documents for which special consultants should be engaged at the City's or the Contractor's expense.



**K.3- Separate Inspection Consultant(s);**

The City shall have the right, in its sole discretion, to retain or employ one or more separate inspectors or materials testers to perform special Inspections and testing, or to perform more in-depth regular inspection services regarding the progress and quality of the Work. The Design Consultant shall (i) consult with, advise, and make recommendations to the City in writing with regard to (a) the subject(s) and scope of inspection services for which such consultant(s) might be engaged; and (b) the stages and/or components of the Work that such consultant(s) might inspect; (ii) coordinate the Design Consultant's services with the Inspection services of such consultant(s); (iii) evaluate the services of such consultant(s); and (iv) advise the City of such evaluations.

**K.4- Access to Construction Work;**

The Design Consultant and the City shall at all times have access to the Work wherever it is in preparation or progress. The Design Consultant shall use its best efforts to observe all major structural elements and other significant and operational components of the Work before the same are covered or concealed by other components of the Work.

**K.5- Review of Shop Drawings, Product Data and Samples:**

The Design Consultant shall review in detail, and check to verify consistency with the respective Contract Documents, requests for information as set forth in Section 404 of the Standard Specifications For Construction - General Contract Conditions – 2011 Edition (Yellow Book) , and respective Construction Documents, and either approve or require revision of, all the Contractor's and/or subcontractors' submittals such as shop drawings, product data and samples. Such review shall include requiring Contractor verification of (i) dimensions conformity with the design intent of the Construction Documents and (ii) general consistency with the Construction Documents and respective Contract Documents. All such action shall be taken with reasonable promptness so as to cause no delay, consistent with contractor's construction schedule and approved submittals, but in no event later than fifteen (15) working days following such submittal. Action on all re-submittals shall be taken within ten (10) working days.

**K.5.1:** In connection with the preparation of composite shop drawings by the Contractor in the structural, mechanical, plumbing, life safety and electrical trades, the Design Consultant shall review such shop drawings for conformance with the Final Construction Documents and assist in the resolution of all conflict in the work of the various trades as requested by the City or that may become apparent from the review of the composite shop drawings.

**K.6-Permits:**

The Design Consultant shall assist in the preparation of the application for the Building Permit for the Project. The Contractor shall make application for, and obtain, all licenses and permits,

temporary or permanent, governmental or otherwise, and any other agreements, necessary to commence and continue construction of the Project.

**K.7- Alternates and Substitutions:**

The Design Consultant shall review and evaluate any and all proposers' alternates to and proposed substitutions from the Drawings and Specifications and make written recommendations to the City with regard to their acceptability and use in the Project.

**Section L - Post Construction Phase:**

**L.1- Warranties, Guarantees, Manuals and Related Documents:**

Within sixty (60) days from the date that the Design Consultant certifies that the Project or applicable component thereof is substantially complete, the Design Consultant shall: (a) review and provide comments to the Contractor, all written warranties, guarantees and related documents that have been submitted by the Contractor and any subcontractor(s), and verify that all such documents expressly specified by the respective Contract Documents and/or the Construction Documents have been submitted; (b) advise the City of the efficacy and completeness, and compliance with the respective Contract Documents and the Construction Documents, of such warranties and related documents in the Design Consultant's professional opinion; (c) review and comment on complete instruction, operation and maintenance manuals for all wearing surfaces, all systems and all high-maintenance items that have been submitted by the Contractor or any subcontractor(s) and verify that all such documents expressly specified by the respective Contract Documents and/or Construction Documents have been submitted.

**L2- "As-Built" and "As-Designed" Drawings:**

The Design Consultant shall, within sixty (60) days from the date the Design Consultant certifies that the Project is substantially complete, deliver to the Project Manager "As-Designed" Drawings and a conformed copy of the specifications showing all changes made during construction. Such "As-Designed" Drawings shall incorporate the Design Consultant's observations, and shall reflect all known modifications to the original drawings. These drawings, shall be delivered to the Project Manager, together with all of the "Marked up As Built" prints provided by the Contractor(s). A copy of the "As-Designed" Drawings and conformed specification in CAD and PDF format shall be provided to the Manager. The unstamped reproducibles and computer disks shall be transmitted to the City with a letter, stating that as of the date of such transmittal, the reproducible drawings and computer disk versions are identical to the "As-Designed" Drawings except for such seals and stamping.

**Section M – Detailed Scope by Specialty**

The detailed scope outlined below is provided for information purposes only. In the event there are discrepancies between this information and the contract or other exhibits, the other sections shall govern.

**1. Civil:**

A. Schematic Design/Conceptualization and Criteria Design Phase

a. Preliminary Design Survey and Utility Locates

The Company will provide a Preliminary Design Survey for the Central Denver Recreation Center Site. The survey limits will extend to the centerline of the adjacent rights-of-way on the north, west and south sides of the Site and will extend approximately 25 feet east of the easterly property line. Within these limits the survey will include the following tasks;

- Establishment of horizontal and vertical control. Establish four to five horizontal and vertical control points on and adjacent to the Site. The horizontal control will be based upon the City and County of Denver control network. Vertical control will be based upon the existing vertical network (NAVD '88) also from the City and County of Denver. Location of all control monuments and existing monumentation on and adjacent to the Site.
- Topography with one-foot contour interval, based upon surveyed ground shots at 50-foot intervals and all significant grade breaks.
- Delineate all visible site improvements, such as walks, light poles, signs, trees, fences, buildings, etc.
- Delineate all visible utility appurtenances and utilities based upon utility markings provided by Underground Consulting Solutions to include, manholes, valves, transformers, pedestals, dry utility lines etc.
- Provide inverts on any accessible utilities, i.e. storm and sanitary sewers. HKS field crews are not allowed to enter into confined spaces. Utility pipe sizes and types will be verified from the surface to the best of our ability. We anticipate traffic control will be necessary for those utilities within drive lanes.
- Perimeter boundary based upon legal description within a current title commitment.
- Location of all encumbrances, i.e. easements on the surveyed property, based upon a title commitment to be provided by the Owner.

b. Preliminary Engineered Base Plan

The Company will prepare an electronic Preliminary Engineered Base Plan suitable for final design purposes, based on the conceptual site plan provided by the Owner.

c. Preliminary Utility Layout Plan

The Company will prepare a Preliminary Utility Layout Plan for the Site that shows horizontal location of storm sewer, sanitary sewer, and water within the Site.

d. Preliminary Grading Plan

The Company will prepare a Preliminary Grading Plan for the Site, including necessary spot elevations, contours, and drainage features for schematic design. The Preliminary Grading Plan will be based on a conceptual grading plan provided by the landscape consultant. A preliminary earthwork analysis is specifically excluded from this scope of services.

e. Meetings and Coordination

The Company will participate in all meetings required for the project, coordinate with the Owner and the Owner's consultants, and provide in-house coordination and project management as necessary for this phase of the project. The amount shown in the Estimated Cost of Services is based on a maximum of ten hours for meetings and coordination and one trip to the Site. Any additional time is excluded from this scope.

B. Design Development/Detailed Design Phase

1) Final Engineered Base Plan

The Company will prepare a Final Engineered Base Plan in AutoCAD® format, suitable for final design purposes, based upon the Preliminary Engineered Base Plan and incorporating any revisions made during the schematic design phase. Any subsequent additional revisions to the site plan and building footprint are excluded from this scope.

2) Development Plan

The Company will prepare a Development Plan in accordance with City and County of Denver (Denver) requirements to include the following:

- Site Plan;
- Survey;
- Grading Plan; and
- Utility Plan.

The Owner will provide the required cover sheet, landscape plan, lighting plan, signage plan, and architectural elevations. The Development Plan will include the monument sign location. This scope of services specifically excludes all other Development Plan submittal items (application, narrative, proof of ownership, etc.).

3) Development Plan Survey

The Company will provide an Improvement Survey Plat for the surveyed property per Colorado State Statue Law. The survey data compiled during the design survey will be utilized to prepare the Improvement Survey Plat. The Improvement Survey Plat will be utilized as the survey sheet required within the Development Plan.

4) Final Grading Plan

The Company will prepare a Final Grading Plan for the Site, including necessary spot elevations, contours, drainage features, and other information necessary to stake and construct the Site grading. Retaining wall information will be limited to horizontal location, and top and bottom of wall grades. Structural design of walls (short or tall) is specifically excluded from this scope of services.

5) Transportation Engineering Plans

The Company will prepare Transportation Engineering Plans in accordance with Denver requirements. This scope of services is specifically limited to the design of two driveway cuts and

public sidewalk. The design of curb and gutter and roadway widening is specifically excluded from this scope of services.

6) Final Drainage Study

The Company will prepare a site-specific Final Drainage Study, in accordance with Denver requirements. This scope of services specifically includes design of one on-site underground stormwater detention and water quality pond/structure. The design of a pump system (if required) is specifically excluded from this scope of services.

7) Storm System Plans

The Company will prepare Storm System Plans to serve the Site in accordance with Denver requirements. The Company will coordinate with the plumbing designer to design a storm system connection to the building drain system five feet outside the building perimeter. The design of the building piping (roof and foundation) is specifically excluded from this scope of services. The Company will prepare Detention/Water Quality Pond Plans for the Site. This scope of services assumes that the Detention/Water Quality Pond outfall pipe can be connected to the existing public storm sewer system located at the intersection of 16<sup>th</sup> Avenue and York Street. Off-site public storm sewer design is limited to approximately 350 lineal feet of pipe within 16<sup>th</sup> Avenue from the northwest corner of the site to the intersection of 16<sup>th</sup> Avenue and York Street. Additional off-site public storm sewer design is specifically excluded from this scope of services.

8) Landscape Drain Plans

The Company will prepare site-specific Landscape Drain Plans, detailing private landscape drain system locations, inverts, grades, pipe sizes, and downspout connections.

9) Foundation Drain Coordination Plans

The Company will prepare Foundation Drain Coordination Plans to show the foundation drain connection five feet from the building and the daylight location in accordance with Denver requirements. The full design of the foundation drain system (sizing, location, etc.) is specifically excluded from this scope of services. The foundation drain flow rate calculations are specifically excluded from this scope of services and will need to be provided by the geotechnical engineer.

10) Private Sanitary Sewer Service Plans

The Company will prepare Private Sanitary Sewer Service Plans to serve the Site in accordance with Denver requirements. The design is limited to private on-site sanitary sewer service connections for the recreation center. The design of off-site public sanitary sewer extensions, sewer main, and sewer profiles is specifically excluded.

11) Water System Plans

The Company will prepare Water System Plans to serve the Site in accordance with Denver Water Department requirements. The design is limited to on-site water main extension, fire hydrants, fireline, and domestic service connections. The design of off-site water main extensions is specifically excluded.

12) Paving Plan

The Company will prepare a Paving Plan detailing types and locations of pavement, curb and gutter, and sidewalk, etc., necessary for construction of the Site improvements. The pavement sections will be based on pavement recommendations from the Geotechnical Investigation Report.

13) Horizontal Control Plan

The Company will prepare a Horizontal Control Plan detailing locations and dimensions of buildings, curb and gutter, and sidewalk, etc., necessary for construction of the Site improvements.

14) Construction Activities Stormwater Management Plan

The Company will prepare a Construction Activities Stormwater Management Plan and Report in accordance with Denver, and Colorado Department of Public Health and Environment requirements.

15) Dry Utility Plan

The Company will incorporate the proposed electric, gas, and telephone services provided by the Owner together with the project grading, water, sewer, and landscape design information and recommend modifications to the appropriate plans where conflicts exist.

16) Signage Plan

The Company will prepare a Signage Plan detailing types and locations of signs necessary for construction of the roadway, fire lane, and parking signage.

17) Sanitary Sewer Study

The Company will prepare a Sanitary Sewer Study in accordance with Denver requirements.

18) Final Specifications

The Company will prepare Final Specifications for infrastructure designed by the Company.

19) Staging Plan

The Company will prepare a Staging Plan for final plan review application with consultation from the GC/CM.

20) Construction Document Package (Bid Set)

The Company will prepare a Construction Document Package (Bid Set).

21) Meetings and Coordination

The Company will participate in all meetings required for the project; coordinate with the Owner and the Owner's consultants; coordinate with utilities and districts for project approvals; and provide in-house coordination and project management as necessary for this phase of the project. The amount shown in the Estimated Cost of Services is based on a maximum of 16 hours for meetings and coordination; any additional time is excluded from this scope.

C. Construction Documents/Implementation Documents Phase

1) Minor Revisions to Grading and Utility Plans

The Company will revise the grading and utility plans as necessary to reflect changes requested by the Architect and Owner, however, the scope of these changes shall be limited to minor adjustments. Major and extensive changes in the work are specifically excluded from this scope of services.

D. Bidding/Negotiation

1) Bidding and Negotiation Services

The Company will provide clarification and interpretations of the construction documents. The company will also review substitutions and prepare and issue addenda in response to bidder questions. The amount shown in the Estimated Cost of Services is based on a maximum of ten hours for bidding and negotiation services. Any additional time is excluded from this scope.

E. Contract Administration/Construction Closeout Phase

1) Construction Administration Services

The Company will provide Construction Administration Services including, but not limited to, responses to RFIs and submittals, coordination with the Owner, Architect, or Contractor, meetings, coordination, and periodic Site visits at the request of the Owner. The amount shown in the

Estimated Cost of Services is based on a maximum of 12 hours. Any additional time is excluded from this scope.

2) As-Built Drawings

The Company will review and sign/stamp As-Built Drawings based on as-built survey information provided up by the GC/CM. This scope of services is specifically limited to sanitary sewer and storm sewer improvements. This scope of services specifically excludes field survey and drafting of as-built plans.

**EXCLUSIONS**

The following items are specifically excluded from this scope of services:

- 1) ALTA/ACSM Land Title Survey;
- 2) Setting of Range Points and Control Monuments;
- 3) Subdivision Plat;
- 4) Title Commitment;
- 5) Geotechnical Investigation;
- 6) Rezoning Assistance;
- 7) Permanent Non-Exclusive Easement;
- 8) Pump Design;
- 9) Permit Acquisition;
- 10) Cost Estimates;
- 11) Over-Excavation Grading Plan;
- 12) Sub-Surface Drainage System for Groundwater;
- 13) Pavement Design;
- 14) Landscape Plans;
- 15) Lighting Plans;
- 16) Structural Design or Detailing;
- 17) Environmental Assessment;
- 18) Right-of-Way Dedication Documents and License Agreements;
- 19) Right-of-Way or Easement Vacation Documents;
- 20) Easement Documents and Preparation;
- 21) Traffic Impact Study;
- 22) Project Manual;
- 23) Off-Site Public Sanitary Sewer Main Extension Plans;
- 24) Off-Site Public Storm Sewer Main Extension Plans;
- 25) Off-Site Water Main Extension Plans;
- 26) Sand/Oil Interceptor Specification or Design;
- 27) Off-Site Improvements Design and Analysis;
- 28) Utility Potholing;
- 29) Shoring Plans;
- 30) Underdrain Plans;
- 31) Construction Staking;
- 32) Full-time Construction Observation;
- 33) Application, Review or Permit Fees

**CENTRAL DENVER RECREATION CENTER**

**ESTIMATED COST OF SERVICES**

**A. SCHEMATIC DESIGN/CONCEPTUALIZATION AND CRITERIA DESIGN PHASE**

| DESCRIPTION                                      | LUMP SUM FEE |
|--------------------------------------------------|--------------|
| 1) Preliminary Design Survey and Utility Locates | \$ 12,870.00 |
| 2) Preliminary Engineered Base Plan              | \$ 1,390.00  |
| 3) Preliminary Utility Layout Plan               | \$ 1,105.00  |
| 4) Preliminary Grading Plan                      | \$ 2,260.00  |

| DESCRIPTION                  | HOURLY ESTIMATE |
|------------------------------|-----------------|
| 5) Meetings and Coordination | \$ 1,370.00     |

**Schematic Design/Conceptualization and Criteria Design Phase Subtotal** **\$ 18,995.00**

**B. DESIGN DEVELOPMENT/DETAILED DESIGN PHASE**

| DESCRIPTION                                            | LUMP SUM FEE |
|--------------------------------------------------------|--------------|
| 1) Final Engineered Base Plan                          | \$ 1,390.00  |
| 2) Development Plan                                    | \$ 6,000.00  |
| 3) Development Plan Survey                             | \$ 2,610.00  |
| 4) Final Grading Plan                                  | \$ 8,230.00  |
| 5) Transportation Engineering Plans                    | \$ 4,030.00  |
| 6) Final Drainage Study                                | \$ 6,780.00  |
| 7) Storm System Plans                                  | \$ 10,000.00 |
| 8) Landscape Drain Plans                               | \$ 2,200.00  |
| 9) Foundation Drain Coordination Plans                 | \$ 630.00    |
| 10) Private Sanitary Sewer Service Plans               | \$ 2,425.00  |
| 11) Water System Plans                                 | \$ 6,420.00  |
| 12) Paving Plan                                        | \$ 1,390.00  |
| 13) Horizontal Control Plan                            | \$ 1,390.00  |
| 14) Construction Activities Stormwater Management Plan | \$ 5,910.00  |
| 15) Dry Utility Plan                                   | \$ 1,790.00  |
| 16) Signage Plan                                       | \$ 820.00    |
| 17) Sanitary Sewer Study                               | \$ 5,400.00  |
| 18) Final Specifications                               | \$ 1,000.00  |
| 19) Staging Plan                                       | \$ 1,260.00  |
| 20) Construction Document Package (Bid Set)            | \$ 690.00    |



| DESCRIPTION                                              | HOURLY ESTIMATE            |
|----------------------------------------------------------|----------------------------|
| 21) Meetings and Coordination                            | \$ 2,000.00                |
| <b>Design Development/Detailed Design Phase Subtotal</b> | <b><u>\$ 74,125.00</u></b> |

**C. CONSTRUCTION DOCUMENTS/IMPLEMENTAION DOCUMENTS PHASE**

| DESCRIPTION                                                           | LUMP SUM FEE              |
|-----------------------------------------------------------------------|---------------------------|
| 1) Minor Revisions to Grading and Utility Plans                       | \$ 2,760.00               |
| <b>Construction Documents/Implementation Documents Phase Subtotal</b> | <b><u>\$ 2,760.00</u></b> |

**D. BIDDING/NEGOTIATION**

| DESCRIPTION                         | HOURLY ESTIMATE           |
|-------------------------------------|---------------------------|
| 1) Bidding and Negotiation Services | \$ 1,250.00               |
| <b>Bidding/Negotiation Subtotal</b> | <b><u>\$ 1,250.00</u></b> |

**E. CONTRACT ADMINISTRATION/CONSTRUCTION CLOSEOUT PHASE**

| DESCRIPTION                                                         | HOURLY ESTIMATE           |
|---------------------------------------------------------------------|---------------------------|
| 1) Construction Administration Services                             | \$ 2,020.00               |
| 2) As-Built Drawings                                                | \$ 500.00                 |
| <b>Contract Administration/Construction Closeout Phase Subtotal</b> | <b><u>\$ 2,520.00</u></b> |

**TOTAL FOR PHASES A THROUGH E** **\$ 97,890.00**

**2. Landscape**

The following Preliminary Scope of Services outlines our tasks and fees for the project, based on our understanding of the project as described in the BRSA Project Scope Description/ Request for Proposal for Consultant Services memo dated 4/2/14:

- A. Schematic Design/ Conceptualization and Criteria Design Phase** **\$14,500**  
 StudioCPG will collaborate with the team in developing a schematic site plan that effectively creates a setting for this community space.
- **Overlot Grading and Drainage Plan.** StudioCPG will work directly with the Civil Engineer to design landform and drainage on the site. We typically develop a series of iterative sketch grading concepts to communicate and document proposed exterior hardscape/landscape improvements.
  - **Conceptual Landscape Design.** StudioCPG will develop a conceptual landscape design for the site including all land forms and plantings within the property line:
    1. Develop criteria to site the building

2. Paving systems will be developed in collaboration with team including vehicular-oriented curb and gutter, drives, parking and service areas and pedestrian/cyclist-oriented plazas, patios, outdoor decks and walkways.
  3. Planting plans will be sustainable, civic-oriented and incorporate the principles of Xeriscape.
  4. Conceptual design for site features will include
    - Short retaining walls or rockeries
    - Gateway/Monument Structure Design
    - Fencing, Gates, and Enclosures
    - Site furnishings
- **Irrigation.** tap connection and mainline routing
  - **Process**
    1. Identify potential site/ landscape LEED credits
    2. Team Coordination
    3. Three (3) team/project meetings

**Schematic Design Deliverables:**

- Conceptual Landscape Plan Alternatives.
- Conceptual Overlot Grading Plan
- Site Development Plan/Permit Set

**B. Design Development/ Detailed Design Phase**

**\$17,350**

In the design development phase of the project, StudioCPG will refine and detail landscape concepts as the overall project design progresses.

- Review and comment on grading and drainage plans, and provide specific details as they relate to the site (e.g.: landscape-oriented water quality best management practices, use of downspout water in the landscape.)
- Develop site user experience in design of walkways, drives, parking and plazas. Provide details of surface treatments and materials.
- Develop planting palette and refine planting plan and details
- Refine site details including
  1. Short retaining walls or rockeries
  2. Gateway/Monument Structure Design
  3. Fencing, Gates, and Enclosures
  4. Site furnishings
- Collaborate with lighting consultant/ electrical engineer to develop site and landscape lighting concepts.
- Develop irrigation plans and details
- Support cost estimating and constructability
- Develop outline specifications
- Process
  1. Team Coordination
  2. Three (3) team/project meetings

**Design Development Deliverables**

- Design Development Plans
- Outline Specifications
- Estimate of Probable Cost

**C. Construction Documents/ Implementation Documents Phase \$17,900**

The construction documents phase will focus on providing a complete set of buildable plans and specifications for the project.

- Provide assistance for finalizing bid package #1 overlot grading plans
- Finalize paving layout and detailing, jointing and materials plans
- Finalize planting plan and details including soil preparation, seeding and planting , and maintenance
- Finalize site details including
  1. Short retaining walls or rockeries
  2. Gateway/Monument Structure Design
  3. Fencing, Gates, and Enclosures
  4. Site furnishings
- Complete Irrigation plans and details
- Support cost estimating and constructability
- Coordinate landscape lighting design issues including spacing and shading
- Finalize landscape and irrigation project specifications
- Process
  1. Support construction issues including seeding for erosion control, and construction staging and access.
  2. Coordinate public art efforts with landscape design
  3. Respond and incorporate review comments
  4. Team Coordination
  5. Three (3) team/project meetings

**Construction Documentation Deliverables:**

- Landscape and Irrigation Construction Documents (2 submittals)
- Landscape and Irrigation Specifications
- Estimate of probable cost

**D. Bidding/ Negotiation (including permit acquisition/ response to comments) \$3,250**

- Provide bid clarifications and addenda
- Team Coordination
- Attend two (2) pre-construction/project meetings

**Bidding/Negotiation Deliverables:**

- Bid Clarifications and addenda

**E. Contract Administration/ Construction Closeout Phase \$12,100**

- Attend up to 8 meetings/site visits and prepare field reports
- Provide irrigation field testing

- Review submittals/shop drawings
- Respond to RFIs, provide design construction clarifications
- Develop as-designed drawings
- Team Coordination

**Construction Administration Deliverables:**

- Field reports
- Submittal and shop drawing review documents
- Construction support documents
- As-designed final drawings

**Fee Summary**

|                           |                                                                                      |
|---------------------------|--------------------------------------------------------------------------------------|
| A. Schematic Design       | \$14,500                                                                             |
| B. Design Development     | \$17,350                                                                             |
| C. Construction Documents | \$17,900                                                                             |
| D. Bidding/Negotiation    | \$3,250                                                                              |
| E. Construction Admin     | \$12,100                                                                             |
| <b>Labor Subtotal</b>     | <b>\$65,100</b>                                                                      |
| Expenses                  | \$750 (Direct expenses included in Studio CPG Fee)                                   |
| Denver Water              | \$450 (Hydrosystems - Submittal/Review) (Direct expenses included in Studio CPG Fee) |
| <b>Project Total</b>      | <b>\$66,300</b> (StudioCPG - \$58,350*; HydroSystems – KDI \$7,950)                  |
|                           | *Counts toward MWBE Project Goal                                                     |

Project Assumptions:

- 1.) Meetings and Supplementary Products not listed above, including public process meetings and exhibits, will be considered additional services.  
StudioCPG is not responsible for design of exterior splash pad or water features.

**3. Interiors**

**PROGRAMMING / SCHEMATIC DESIGN / DESIGN DEVELOPMENT** (assume 5 combined workshops/meetings)

Interior Finishes

1. Meet with Owner, designated user groups and Architect to determine goals and objectives with regard to design, image, and budget. Attend programming meeting to gather information relating to program function and owner requirements.
2. Develop and present interior design concepts
3. Prepare Interior Design narrative outlining interior finishes and architectural features, and key focal points for preliminary pricing.
4. Select and present color and material schemes, including carpet, tile, paint, rubber base, plastic laminate, sports flooring, fabric for acoustical panels, and miscellaneous interior finishes as required.
5. Develop floor tile and carpet patterns.
6. Produce preliminary finish plans showing location of materials
7. Consult with Architect regarding reception desk, casework, and architectural features.

8. Produce color and material presentation board.

#### Interior Furnishings

1. Meet with Owner and/or Architect to determine furniture requirements, with respect to image, function, and quality.
2. Prepare preliminary furniture budget estimate.
3. Coordinate with any pre-existing vendors / standards / purchasing contracts.
4. Present furniture concepts
5. Select and recommend new furniture.
6. Develop test layouts of furniture and coordinate with design team regarding electrical and data locations.

#### Interior Signage

1. Work with client group to identify elements for wayfinding and signage character.
2. Determine and coordinate any existing sign standards
3. Determine requirements for ADA and code required, directional, and informational signage.
4. Identify sign locations on plans.
5. Create preliminary wayfinding message schedule
6. Prepare preliminary signage budget.
7. Present design options, select colors and materials to coordinate with building finishes.

### **CONSTRUCTION DOCUMENTS** (assume 2 client meetings or workshops)

#### Interior Finishes

1. Finalize interior finish materials selections and applications
2. Prepare interior finish drawings including plans and/or schedules necessary to indicate the location and extent of the interior finish treatments.
3. Review and redline architect-generated interior finish specifications.
4. Prepare schedule of finish materials for inclusion in drawings or specifications.
5. Prepare interior elevations and enlarged plans as necessary for special interior treatments or patterns.

#### Interior Furnishings

1. Finalize furniture layout and selections
2. Prepare specifications for new furniture including manufacturers, quantity and finishes.
3. Update furniture budget
4. Prepare furniture installation drawings.

#### Interior Signage

1. Meet with Owner and/or Architect to determine text for various sign types including rules, information, and room identification.
2. Prepare schedule and drawings for bidding of interior and signage
3. Prepare interior signage installation drawings.

### **BIDDING / CONSTRUCTION ADMINISTRATION** (assume 3 site visits)

#### Interior Finishes

1. Coordinate with Architect regarding finish substitution requests
2. Participate in up to two VE meetings if necessary.
3. Review of shop drawings and submittals for major finish materials
4. Make required color selections from submittals
5. Answer contractor questions.

6. Conduct 1 punch list and one follow up visit if necessary

#### Interior Furnishings

1. Assist owner with furniture bidding / evaluation or negotiation and procurement
2. Answer vendor questions
3. Review proposed substitutions.
4. Coordinate with Owner / furniture dealer regarding installation schedule, discontinued items, etc.
5. Conduct punch list

#### Interior Signage

1. Coordination with Architect, Owner, Sign Vendor regarding sign mockups
2. Review shop drawings, submittals, and samples
3. Coordination of installation
4. Conduct punch list

#### **4. Structural**

##### **SCOPE OF SERVICES**

The JFSA team shall provide structural design and details for the new Central Denver Recreation Center. The building shall be approximately 68,000 square feet and shall contain a natatorium, fitness area, gymnasium, community spaces and classroom spaces and other accessory spaces that support the needs of the Denver citizens.

Layout of the structural system will be based on the model provided by the Architect. JFSA will coordinate with the swimming pool vessel / aquatics consultant for the natatorium.

Additional coordination will occur between the mechanical/electrical, landscape, civil, and plumbing engineers. JFSA will provide structural design of retaining walls required over 3'-0" based on the design concept provided by the landscape architect. JFSA will provide structural design of the gateway/monument sign feature based on concept provided by the landscape architect. JFSA will design stormwater vaults as required per the Civil engineer.

JFSA will provide technical specifications for structural items within the structural scope. The finished structure is expected to obtain either LEED gold or platinum classification. JFSA will also attend a total of three (3) meetings during design for coordination and review; one at each level of completion (SD, DD, and CD). Additional coordination will be conducted via email and phone conversations.

Construction Services will be provided by JFSA in the form of review of up to twenty (20) shop drawings and twenty (20) RFIs. JFSA will also provide four (4) site visits during construction. If more shop drawings, RFIs, or site visits are required, they will be compensated on a time and material basis, above the fee set forth in this proposal.

##### **SPECIFIC ASSUMPTIONS TO SCOPE OF SERVICES**

The project will include the following items:

- Geotechnical report and recommendations will be provided by others.
- JFSA will provide the technical specifications for structural items only.
- It is estimated that any changes made after the DD submittal to the structural system will result in additional services.

- Fees depicted are to complete the entire project as described. Items not specifically included are excluded from this proposal. We have not anticipated nor included the following:
  - Structural special inspections during construction
  - Swimming pool will be designed by Others
  - Recreation center will be comprised of a single building

## **5. Mechanical**

### **Project Description**

The project will be approximately 68,000 square feet of natatorium, fitness areas, gym, community spaces, classrooms and accessory spaces. LEED gold will be the minimum with platinum being a possibility.

### **Professional Services**

Engineer agrees to perform the following services for Client:

1. Heating, Ventilation and Air Conditioning design and construction documents.
2. Plumbing design and construction documents to +/- 5' outside of building.
3. Fire protection design including equipment selection, required details and specifications. System layout will be performed by the successful fire protection contractor.
4. Full construction phase services including shop drawing review and (6) site observations.

### **Clarifications:**

1. LEED design to Gold or Platinum is in the base fee.
2. Commission participation is in the base fee since this is a LEED project. However, we will participate but not be the commissioning agent.
3. As designed drawings are included in our base fee.
4. We have several meetings scheduled for either at the owner's location or at BRS, but most of the meetings will be Go-To-Meetings.

## **6. Electrical**

### **Project Description**

As outlined in the Request for Qualifications #PWC2014-1003 for a new 60,000 Square Foot Central Denver Recreation Center. Including Addendum #1 and #2.

Per email received on June 30, 2014 - The project scope is to now include 68,000GSF (was 60,000ASF) and a construction budget of \$18.2M (was \$16.2M).

### **Scope of Services**

As outlined in the Request for Qualifications #PWC2014-1003 for a new 60,000 Square Feet Central Denver Recreation Center. Including Addendum #1 and #2. Per email received on June 30, 2014 -

The project scope is to now include 68,000GSF (was 60,000ASF) and a construction budget of \$18.2M (was \$16.2M).

Scope of work will include design of; power, lighting, Data, Phone, CATV, Fire Alarm, Security, Access Controls and Audio/Visual Systems, lightning risk assessment, coordination with Aquatics Consultant, design of site lighting, power and utilities.

The Fee provided includes the design of basic low voltage systems and excludes high-end complex systems.

The purpose of this letter is to quantify and clarify the scope of work included in our proposed fees for the low voltage systems. The low voltage systems included are; Security, CCTV, Access & Control, Audio Visual, CATV, Voice & DATA. Each system is detailed below with inclusions and exclusions. Drawings will be prepared using Revit.

#### **DATA / VOICE SYSTEM**

- Includes design of outlet boxes and conduit stubs for workstation outlets and cable pathways to communication rooms (MDF and IDFs).
- Includes coordination with owner's IT department.
- Includes design and coordination with (utility) for service to the facility.
- Includes complete design and specifications for workstation outlets, data & voice jacks, wireless access points, copper & fiber optic horizontal cable, copper and fiber optic patch panels, equipment racks, telecom grounding, wire management, and detailed build-out of communication room(s).
- Includes design of an Intercom / Paging system that is integral to the telephone system. Design will include public area paging speakers.
- Includes coordination and design review meetings with owner's IT department.
- Includes coordinating VOICE system requirements with owner's telephone system vendor.
- Includes network drops to IP cameras.
- Excludes a stand-alone Public Address / Intercom / Paging system.
- Excludes network electronics (i.e. network switches, POE switches, core fiber switches, routers, wireless LAN controllers, and wireless access points).
- Excludes centralized UPS system.

#### **CABLE TV SYSTEM (CATV) DESIGN**

- Includes complete design and specifications for TV jacks, coax cable, cable management, splitters, switches and amplification equipment.
- Includes design and coordination of CATV service to local utility.
- Includes coordination and design review meetings with owner's IT department.
- Excludes specifying headend equipment, TVs, monitors and satellite equipment.

#### **AUDIO / VISUAL (AV) SYSTEM DESIGN**



- Includes design of A/V system infrastructure for classrooms, multi-purpose rooms, conference rooms, lobby and general admin areas. This includes conduit infrastructure, cabling and input plates.
- Includes coordinating systems requirement with City's A/V Staff.
- Excludes design of A/V systems for large event gathering spaces, gymnasium and building wide systems.
- Excludes specifying A/V system equipment (i.e. projectors, displays, speakers, amplifiers, controllers, mixers, matrix switchers, AV racks, etc.).

#### **VIDEO SURVEILLANCE SYSTEM DESIGN (CCTV)**

- Includes complete design of IP video surveillance system to cover exterior of building and perimeter access points into building.
- Design will include (Fixed & PTZ) cameras, camera mounts, video recorder servers, associated network infrastructure and software. Drawings will indicate the location of cameras, power supplies, network switches, patch panels, servers, equipment racks, system details and the conduit and wiring to support the system.
- Excludes design of interior cameras.
- Excludes custom security consoles or furniture.

#### **SECURITY ACCESS & CONTROL SYSTEM DESIGN**

- Includes complete design of Exterior Access Control System for building perimeter doors.
- Design will include centralized control panel(s), power supplies, card readers, door contacts, request to exist devices and remote release buttons Door control system will be tied into the LAN Network.
- Excludes design of doors and electrified door hardware including electric locks, electric strikes, electric panic bars, power transfer hinges, etc.
- Includes design of security intrusion detection system for building perimeter doors.
- Includes coordinating system operation with City's Security Consultant.
- Includes coordinating door hardware with Architect and contractors.
- Excludes design of a Graphic User Interface (GUI) Control Panel system.
- Excludes design of interior access control or interior intrusion detection system.

#### **OTHER LOW VOLTAGE SYSTEMS**

- Video Conferencing Systems are not included.
- Digital Signage Systems are not included.
- Electronic Clock Systems are not included.

### **7. Aquatics**

#### **Description**

The project involves the design and engineering of a new indoor leisure/lap pool, indoor lap pool, indoor whirlpool, and outdoor splash pad. The leisure/lap pool is anticipated to be approximately 3,600 square feet and include: zero depth entry, water play features, lap lanes, current channel, and vortex. The lap pool is anticipated to include 4 25 yard lap lanes. The spray pad is anticipated to be approximately 1,500 square feet and the indoor whirlpool to hold approximately 10 to 12 adults.

## Budget

The project budget is anticipated to be approximately \$1.5 million USD.

Water Technology Inc. will perform a total of up to the following number of trips to facilitate meetings and/or conduct site visits.

|                                         |   |
|-----------------------------------------|---|
| Design and Coordination Meetings        | 2 |
| Construction Administration Site Visits | 4 |

## 8. Sustainability

This includes our scope of work and fee for the following services:

- LEED 2009 for New Construction Consulting and Administration
- Energy Consulting and Analysis
- Daylighting Consulting and Analysis

The projects will each be registered under LEED BD+C/NC v2009. A draft v2009 Checklist follows the task descriptions of the LEED coordination overview and fees. The checklist is broken down per credit indicating those presumed to be easily attainable. A preliminary review has the project on track for a LEED Gold rating with Platinum achievable with additional effort.

Group14 will be responsible for documentation of approximately 75% of the credits with the design team responsible for the remaining 25%. The team members responsible for LEED online documentation are listed in the right-hand column of the Checklist. Group14's scope goes beyond the typical consultants services. Group14 completes the documentation for the majority of the LEED credits as well as responding to comments from reviewers at GBCI. Throughout construction we assist the contractor in the LEED tracking requirements and complete the LEED submittal for the contractor.

| Task     | Schematic Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>Collaborative Design Session</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | In the early collaborative design session, the entire team will address site, water, energy, materials and resources and indoor environmental quality. It is intended to map out a strategy for achieving the projects energy, and sustainability goals – along with agreement and buy-in from all parties, within the restrictions of the budget. With information gathered, Group14 will draft the Owner's Project Requirements with the owner as required for Fundamental Commissioning. |
| <b>2</b> | <b>Register Project with GBCI</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|          | Register Project under LEED for New Construction v2009.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>3</b> | <b>Research and Credit Guidance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Group14 will research project issues to provide LEED guidance to the team in order to meet LEED goals. Site guidance is of particular importance at this stage. Group14 will work with the architect, civil and landscape designers to implement sustainable design practices to meet LEED prerequisites and credits. Water efficiency, material selection and indoor environmental quality will also be addressed.                                                                                                                                                                                                       |
| <b>4</b> | <b>Preliminary Energy Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|          | Group14 will work with the design team to identify energy efficiency goals for the project. Group14 will use eQuest and other tools as appropriate to assess the design from an energy perspective and make energy efficiency recommendations to the team with respect to the envelope, lighting, mechanical systems and controls. Our recommendations will also address other LEED criteria, such as renewable energy opportunities, indoor air quality and environmental performance. Group14 will provide options to help identify cost-effective design solutions, including payback analysis, to reach energy goals. |
| <b>5</b> | <b>Daylighting Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|          | Evaluate various design alternatives for spaces. Report recommendations on orientation, shape, window sizing, location, shading devices to optimize illuminance and glare control in the spaces. Recommend daylighting strategies to optimize energy use, balance cost impacts, and meet LEED IEQc8.1.                                                                                                                                                                                                                                                                                                                    |

| <b>Task</b> | <b>Design Development</b>                                                                                                                                                       |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>6</b>    | <b>LEED Design Meetings</b>                                                                                                                                                     |
|             | Group14 will participate in the Design meetings as necessary to ensure project is on track to meet goals.                                                                       |
| <b>7</b>    | <b>Design Development Document Review</b>                                                                                                                                       |
|             | Group14 will review design development documents for adherence to LEED criteria.                                                                                                |
| <b>8</b>    | <b>Draft Specification Language</b>                                                                                                                                             |
|             | Group14 will review all specifications for inclusion of LEED requirements. Group14 will provide LEED specification language as needed.                                          |
| <b>9</b>    | <b>DD Energy Analysis</b>                                                                                                                                                       |
|             | The energy simulations will be updated in coordination with the design team. We will review the lighting design and make recommendations to meet our energy goals. We will make |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | recommendations regarding optimization of energy systems in the design at this stage.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>10</b>   | <b>Daylighting Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|             | Update modeling and recommendations report.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Task</b> | <b>Construction Documents</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>11</b>   | <b>Construction Drawings and Specification Review</b>                                                                                                                                                                                                                                                                                                                                                                                                               |
|             | Group14 will review each set of construction documents and specifications for adherence to LEED criteria. Group14 will attend meetings as necessary during CD's. This can be broken into shorter meetings to address specific areas (architectural, landscaping/civil, MEP, contractor).                                                                                                                                                                            |
| <b>12</b>   | <b>Provide Required LEED Plans</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|             | Group14 will provide a Construction Waste Management Plan and Indoor Air Quality Plan for contractors use. Any corresponding tracking forms will also be provided.                                                                                                                                                                                                                                                                                                  |
| <b>13</b>   | <b>Energy Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|             | Group14 will perform the CD energy analysis as per LEED v2009 (using ASHRAE 90.1-2007 as baseline) to verify achievement of energy savings and will complete the required LEED documentation for EAp2 and EAc1.                                                                                                                                                                                                                                                     |
| <b>14</b>   | <b>Daylight Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|             | Based on construction documents, Group14 will use AGI32 to model the available daylight with respect to LEED EQc8.1 requirements. Group14 will deliver the results in a written report, which will summarize the simulation results for all regularly occupied square footage as defined by the LEED submittal. If the building can meet the LEED daylighting requirements, we will provide all documentation required to satisfy the LEED EQc8.1 credit (1 point). |
| <b>15</b>   | <b>LEED Design Credit Documentation</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |
|             | Group14 will work with the team to complete the required documentation for the LEED credits to achieve the required level of certification. The design credits can be documented upon completion of CD's. Group14 will document approximately 75% of the credits with LEED online.                                                                                                                                                                                  |
| <b>Task</b> | <b>Construction Administration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>16</b>   | <b>LEED Construction Kick Off Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |
|             | Group14 will conduct a construction kick off meeting with the contractor and subcontractors. Group14 will review all LEED construction requirements to ensure project meets construction goals. A site binder will be provided for on-site reference.                                                                                                                                                                                                               |

|           |                                                                                                                                                                                                                                                                                          |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17</b> | <b>LEED Construction Oversight and Verification</b>                                                                                                                                                                                                                                      |
|           | Group14 will oversee the applicable LEED prerequisites and credits with the contractor. Group14 will also verify commissioning activities are being accomplished. Group14 will follow through to ensure LEED documentation is completed and will attend construction meetings as needed. |
| <b>18</b> | <b>LEED Construction Credit Documentation</b>                                                                                                                                                                                                                                            |
|           | Group14 will assist the contractor in completing the documentation required for construction-related credits. The construction credits will be submitted after construction of the building is complete.                                                                                 |
| <b>19</b> | <b>Respond to GBCI LEED Review</b>                                                                                                                                                                                                                                                       |
|           | Group14 will respond to GBCI review items with the help of the design team, contractor and commissioning agent to ensure certification. Design phase and construction phase credits will be reviewed after their respective submissions to the GBCI.                                     |

## 9. Specifications

City and County of Denver has agreed to provide a fully edited Division 1 specification. iBIM and Group 14 will be responsible for reviewing and commenting on City Division 1. City will complete all final edits. iBIM will be responsible for integration of Division 1 throughout the balance of the specification.

The following are included in the basic services fee for architectural construction specifications:

1. Architectural specifications generally included in Divisions 02 through 14
2. Progress specifications for Design Development and Construction Documents Phases as noted above
3. Final specifications for the Construction Documents Phase of the Project in two bid packages – one for civil/foundation/structural steel and a second for the balance of the work scope.
4. Included in the fee proposal is the assumption that the 50% DD, 100% DD and 50% CD packages will be published as a single document. Subsequently, the 95% CD drafts will be separated into the two bid packages previously described, on separated schedules. Further, 95% review drafts of both bid packages will be required prior to the final specifications for each package, of the purpose of full-team QA/QC reviews prior to completion of each package deliverable.

The following are **excluded** from the basic services fee for architectural construction specifications:

1. Bidding and procurement requirements documents.
2. General and Supplementary Conditions of the construction contract.
3. Preparation of documentation for extensive bid or scope alternates.
4. Preparation of extensive addenda to the bidding documents.

5. Incorporation of a Division 01 General Requirements package that is not substantially compatible with iBIM/BRS' master specifications system.
6. Specification Sections in Divisions 21 through 28 (MEP and Special Systems)
7. Specifications Sections in Divisions 31-35 (Site Construction and Non-Conventional Foundation Systems), except as otherwise specifically included in other provisions of this proposal.
8. Preparation of special consultants specification Sections, or portions thereof, in Divisions 02 through 39; these include but may not be limited to landscape architecture, civil engineering, food service, extensive audio/visual, acoustics, door hardware, fire protection, and life safety, and other consultants not listed which may be retained by BRS or the Owner.
9. Editing, typing or formatting of the specifications prepared by other consultants on the Project.
10. Project design, code research, or similar consulting.
11. Cost estimating.
12. Construction Drawings, BIM Information, and coordination of Drawings.
13. Updating of Specifications to include addenda, modifications, or as-built conditions, etc.
14. Review of value engineering items.
15. Preparation of Submittal lists or matrices.
16. Construction contract administration phase services, including review of submittals, substitutions, construction means, methods, techniques or sequences, etc.
17. iBIM is not contracted to function as the Project's Sustainable Design Certification consultant, will not create or manage the sustainable design certification scorecard or points list, nor perform any other services associated with sustainable design certifications, except as specifically included in this Proposal and Agreement.

## **10. Cost Estimating**

Based on our conversations, and a discussion on Friday with Brandon Gainey, I've revised the earlier proposals to show the services below being provided to BRS after your contract with the City is executed in September. Until then, in the interests of timely and effective delivery, some of the other services previously proposed to BRS will be provided directly to the City under another agreement.

### **The Project:**

The project scope is what is reasonably inferable from the information provided to date; assumes an \$18.2 MM construction cost and a \$25.9 MM project budget.

|                                                                   |                 |
|-------------------------------------------------------------------|-----------------|
| <b>Basic Services for CM/GC's Estimating &amp; GMP Validation</b> | <b>\$25,034</b> |
|-------------------------------------------------------------------|-----------------|

### **A. Conceptual Cost Estimate**

Prepare a detailed construction cost estimate from conceptual information (approximately 25% to 50% schematic design), and show variances in quality and scope (if any) from the previous cost model.

Integrate the new estimate into the owner's budget, and update the cash flow prediction with the new cost model.

**B. 100% Schematic Design Construction Cost Estimate**

Prepare a detailed construction cost estimate from 100% Schematic Design package, and show variances in quality and scope (if any) from the previous cost model.

Integrate the new estimate into the owner's budget, and update the cash flow prediction with this new cost model.

**C. Validation of CM/GC's Initial Construction Cost Estimate**

Work closely with the selected CM/GC's estimating team to understand their estimate format, delivery date and estimating process. Integrate seamlessly into their process, and coordinate the timing of the 100% SD estimate in Section III.D above with the CM/GC's separate estimate preparation from the same documents.

Collaborate with the CM/GC's team in an interactive work session to reconcile the two estimates into one Control Estimate. Validate the CM/GC's scope of work, unit costs, quantities, and soft costs for reasonableness and compliance with standards of the industry, and give the CM/GC the same opportunity to reciprocally validate the parallel estimate's assumptions.

Jointly present the resulting Control Estimate to the project team as the new budget estimate. Integrate the new estimate into the owner's budget, and update the cash flow prediction with this new cost model.

**D. 50% Design Development Construction Cost Estimate & CM/GC's Estimate Validation**

Provide the same services identified in Sections III.D and III.E above for the 50% Design Development package. Integrate the new estimate into the owner's budget and update the cash flow prediction with this new cost model.

**E. Validation of the CM/GC's Proposed Final Guaranteed Maximum Price (GMP)**

Review the proposed Final GMP, analyzing, among other things, compliance with the agreement and with industry standards; reasonableness of soft costs, markups and reimbursable expenses; the appropriateness and quality of detail supporting all proposed allowances; the method of incorporation of subcontractor proposals; and reasonableness, completeness of scope, and other similar validation services.

**END OF EXHIBIT A**

**CONSULTANT TEAM MEMBERS**

**Firm Name:** Barker Rinker Seacat Architecture

| Title/Classification      | Name            | Responsibilities                                | Rate/Hr. |
|---------------------------|-----------------|-------------------------------------------------|----------|
| Principal/Project Manager | Katie Barnes    | Principal in Charge/Team Leader/Project Manager | \$190    |
| Principal                 | Craig Bouck     | Programming/Design/Public Input                 | \$190    |
| Principal                 | Keith Hayes     | Process Management/Agency Approvals             | \$190    |
| Project Architect         | Cynthia Leibman | Documentation and Consultant Coordination       | \$110    |
| Job Captain               | Dedy Rusli      | Documentation and Design Development            | \$110    |
| Design Staff              |                 | Documentation                                   | \$80     |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.2



## SUB-CONSULTANT TEAM MEMBERS

Firm Name: StudioCPG

| Title/Classification                       | Name          | Responsibilities                                                                                                                    | Rate/Hr. |
|--------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------|----------|
| Principal                                  | Heather Noyes | Contract Management                                                                                                                 | \$142    |
| Principal                                  | Billy Gregg   | Design Principal: Schematic/Design Development/<br>Construction Documentation/Specifications/<br>Quality Control/ Team Coordination | \$142    |
| Senior Landscape Architect/Project Manager | Crissy Roe    | Project Management: Team Coordination/ Irrigation Coordination/ Design/Production Coordination                                      | \$103    |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **3.0**



**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: J.F. Sato and Associates, Inc.

| Title/Classification      | Name                 | Responsibilities                                                                                      | Rate/Hr. |
|---------------------------|----------------------|-------------------------------------------------------------------------------------------------------|----------|
| Structural Engineer VII   | Terry Wong, PE       | Project Manager – responsible for the timely completion of all structural design activities required. | \$200.00 |
| Structural Engineer IV    | Crystal Backhaus, PE | Structural Engineer - responsible for structural design as required.                                  | \$110.00 |
| Structural Technician III | Ake Boonlert, EIT    | Structural Designer – responsible for drafting as required.                                           | \$100.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.055%







**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Gallun Snow

| Title/Classification | Name           | Responsibilities    | Rate/Hr. |
|----------------------|----------------|---------------------|----------|
| Principal            | Lisa Gallun    | Principal In Charge | \$150/hr |
| Associate Principal  | Carrie Bradley | Project Manager     | \$130/hr |
| Project Designer     | TBD            | Project Designer    | \$95/hr  |
| Design Support       | TBD            | Design Support      | \$85/hr  |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.4%





**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: iBIM Solutions, LLC

| Title/Classification            | Name          | Responsibilities | Rate/Hr. |
|---------------------------------|---------------|------------------|----------|
| Building Information Consultant | Greg Markling | Specifications   | \$75     |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.0

# **Exhibit B**

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

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

PRODUCER: USI Colorado LLC, 1515 Wynkoop, Suite 200, Denver, CO 80202, 303 837-8500. CONTACT NAME, PHONE (A/C, No, Ext): 303 837-8500, FAX (A/C, No): 3038315295. INSURED: Barker Rinker Seacat Architecture, P.C., 3457 Ringsby Court, Unit 200, Denver, CO 80216. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Service Center, INSURER B: New Hampshire Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (34SBWPA9978), A AUTOMOBILE LIABILITY (34SBWPA9978), A UMBRELLA LIAB (34SBWPA9978), A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (34WEGNX3138), B Professional Liab Claims Made (1507552).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the General Liability policy and the Business Auto Liability policy.

CERTIFICATE HOLDER: City and County of Denver, Attn: Contracting Agency Dept., 201 W. Colfax, Denver, CO 80202. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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