

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **ANDERSON MASON DALE ARCHITECTS, P.C.** (the "Design Consultant" or "Consultant"), a Colorado corporation, whose address is 3198 N. Speer Blvd., Denver, CO 80211.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional design services for the WESTWOOD RECREATION CENTER 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 The Design Consultant represents that its members include a duly-licensed architect of the State of Colorado, and that the Design Consultant has the present capacity and is experienced and qualified to perform such professional architecture services for the City in connection with the planning, design and construction of various City projects, as specified in this Agreement.

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

(a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

(b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

(c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.

(d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.

(e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.

(f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Transportation and Infrastructure. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

(g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).

(h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.

(i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.

(j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

(a) The Design Consultant agrees to review the City's anticipated program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.

(b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.

(c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

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

(b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Department of Transportation and Infrastructure, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

(a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.

(b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.

(c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.

(d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.

(e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

(f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.

(g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.

(h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.

(i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.

(j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.

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

2.06 Basic Services – General.

(a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.

(b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.

(c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.

(d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.

(e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.

(f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.

(g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

2.08 Additional Services.

(a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design

Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).

(b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

(c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:

- (1) The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
- (2) The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
- (3) The Design Consultant's actual reproduction cost for drawings.

(d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.

(e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 [RESERVED]

2.10 Compliance with MWBE Requirements.

This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation committed to for this Agreement and approved by the Division of Small Business Opportunity (“DSBO”) is **30%**.

Under § 28-68 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described in § 28-70 D.R.M.C. The

Consultant acknowledges that:

If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63 D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

If contract modifications are issued under the Agreement, the 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 § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73 D.R.M.C., with respect to the modified dollar value or work under the contract.

For contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.

Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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 **THREE MILLION NINETY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$3,098,000.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the

Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit A**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **TWO HUNDRED THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$200,900.00)**.

3.04 Owner Design Contingency. The maximum contract amount includes an Owners contingency for **FIVE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$556,100.00)**. Use of and Adjustments to Owners Contingency to be made at the sole discretion of the City.

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

3.06 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,900,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

(b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

SECTION 4 – TERM AND TERMINATION

4.01 Term.

The Agreement will commence upon execution and expire on **December 31, 2025**, unless sooner terminated upon final completion of the Project.

4.02 Termination.

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

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

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

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

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

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

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

SECTION 5 – GENERAL PROVISIONS

5.01 City’s Responsibilities.

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

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

5.02 Ownership of Documents.

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

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

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

appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

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

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

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

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

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

subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

5.07 Insurance.

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

(b) **Proof of Insurance:** (Contractor/Consultant) may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. (Contractor/Consultant) certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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/Consultant)'s breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), (Contractor/Consultant) and

sub(Contractor/Consultant)'s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

(e) **Subcontractors and Subconsultants:** (Contractor/Consultant) shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the (Contractor/Consultant) and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) **Workers' Compensation and Employer's Liability Insurance:** (Contractor/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.

(g) **Commercial General Liability:** (Contractor/Consultant) shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

(i) **Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

5.08 Defense & Indemnification.

(a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

(c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims

or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

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

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

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

- Exhibit A Scope of Work
- Exhibit B Key Personnel / Rates
- Exhibit C ACORD Certificate of Insurance

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

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C

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

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

5.13. Conflict of Interest.

(a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further

agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

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

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

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

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

5.17 Proprietary or Confidential Information.

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

(b) **Design Consultant's Information:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such

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

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

5.19 No Employment Of A Worker Without Authorization 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 Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- (6) It will comply with a 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.
- (7) The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

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

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

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

5.23 Advertising and Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by

the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

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

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

to the City: Executive Director of Department of
Transportation and Infrastructure
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

to the Design Consultant: Anderson Mason Dale Architects, P.C.
3198 N. Speer Blvd.
Denver, CO 80211

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

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

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

5.28 Electronic Signatures and Electronic Records. Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City.

The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: DOTI-202160307-00
Contractor Name: ANDERSON MASON DALE ARCHITECTS, P.C.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202160307-00
ANDERSON MASON DALE ARCHITECTS, P.C.

By: DocuSigned by:
Joey Carrasquillo
BCEDD6BEEFF34B2...

Name: Joey Carrasquillo
(please print)

Title: VP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A: SCOPE OF WORK

Westwood Recreation Center

August 10, 2021

A. PROJECT OVERVIEW

The future Westwood Recreation Center (WRC) will be the first in the neighborhood. Informed by a public process held in early 2018 and the Game Plan for a Healthy City, WRC will provide the community health and wellness opportunities and close a recreation service-gap in west Denver.

The WRC will be located on what are currently two parcels of land, 4320 Morrison Road, and 753 South Raleigh Street in Denver, CO. The total combined area of the site is approximately 2.9 acres.

The Elevate Denver Bond establishes the programmatic components as indoor aquatics facilities, gymnasium, and fitness area for weights and cardio activities. Other services may also include leisure pool, therapy pool, walk/jog track, sports courts, community meeting rooms, senior or youth rooms, offices, dressing rooms, storage rooms. Specific program of the building, including size, will be determined during the design and community engagement phases of the project. Refer to Exhibit A.2 Community Engagement document.

The Elevate Denver Bond total project funding is \$37.5M. The construction budget for WRC is \$23.2M.

The WRC is subject to all applicable chapters of the City and County of Denver's Executive Order No.123 and applicable requirements of Greenprint Denver Construction Project Guidance ("What you need to Know") documents

The WRC is subject to the City and County of Denver's Public Art Program (ref. Denver Ordinance: Chapter 20, Article IV Division 4). The Designer shall cooperate with the Department of Art and Venues as they implement the public art program for this Project.

The project delivery method will be Construction Manager / General Contractor (CMGC). It is intended that a CMGC contract will be in place during Design Development.

The Design Consultant shall provide full and complete architectural and engineering professional services as required including community engagement, programing, reconciling the design with budget constraints and DPR needs and priorities for the project, schematic design, design development documents, construction documents, construction administration, and project closeout for the scope of work indicated and in compliance with covenants applicable to the property.

The following are included by reference and are supplementary to the Scope of Work:

- Exhibit A.1: DPR Protocols and Expectations
- Exhibit A.2: DPR Community Engagement Plan
- Exhibit A.3: Meeting Matrix
- Exhibit A.4: DPR Comment Review Spreadsheet

B. MEETINGS & DESIGN ADMINISTRATION

The Design Consultant shall utilize design management and communication tools to keep the DOTI Project Manager informed through all phases of the project. Design administration includes but is not limited to, agendas, meeting minutes and notes, action management, scheduling, approval/decision forecasts and deadlines, and scope/budget alignment as required to successfully support the project and design and permit processes.

For all review milestones, the Design Consultant will maintain a City provided Microsoft Excel® document to collect, manage, track, and resolve City comments (Reference Exhibit A.4: DPR Comment Review Spreadsheet). All items will be updated and subsequently reconciled at each of the following milestones:

- 35% & 75%, 95% Pre-Design
- 35% & 75%, 95% Schematic Design
- 35% & 75%, 95% Design Development
- 35% & 75%, 95% Construction Documents

For any public meeting, the Design Consultant must provide a translator. All publicly shared information and documents must be produced in both English and Spanish, as well as Vietnamese when deemed appropriate by the DOTI Project Manager.

The Design Consultant shall participate in the meetings listed on the attached Exhibit A.3 Meeting Matrix and at a minimum:

- Project Kick Off meetings with City team members
- Community Engagement meetings
- Public meetings/presentations
- Project Visioning meeting with the City
- Programming meetings
- Scope/Budget work sessions
- Sustainability meetings
- Pre-Design meetings
- Project Team meetings
- Operations and Maintenance meetings
- Work sessions for all design phases
- Internal document review meetings
- Meetings as required to achieve final acceptance of the Program, Schematic Design, Design Development, and Construction Documents
- Presentations to the City at 100% for each phase
- Cost meetings with Design Consultant's estimator through final GMP
- Cost meetings with the CMGC beginning in Design Development
- Utility/Foundation (early) Construction Document package review meetings
- Constructability meetings
- ADA compliance meetings
- FF&E meetings with the City procurement team
- Public Art meetings

- Construction Progress (OAC) meetings
- Commissioning meetings
- On-site Construction observations and special inspections
- Project closeout meetings

In addition to meetings listed above and in Exhibit A.3: Meeting Matrix, the Design Consultant shall include all other meetings required to fully realize the Project, including but not limited to meetings with all Authorities Having Jurisdiction (AHJ) including Denver Planning & Development, Zoning, DOTI Transportation Engineering, DOTI Stormwater (SUDP), DOTI Engineering Regulatory and Analytics (ERA), and Denver Fire Department, Parks and Recreation Advisory Board, Denver Department of Finance, Bond Office, City Council, utility providers (i.e. Denver Water, Xcel Energy, Comcast, CenturyLink, etc.), State agencies, and third party testing agencies, inspectors, and reviewers as required through final completion and occupancy.

Subconsultants shall be represented at all project page-turn meetings through all phases of design and construction,

The Design Consultant shall provide the minimum services listed below.

C. SCHEDULE AND COST CONTROL

SCHEDULE

Upon receipt of a written notice to proceed, the Design Consultant shall prepare and maintain, through the receipt of a building permit, an integrated project design schedule in Critical Path Method (CPM) format using Microsoft Project. This CPM schedule shall describe the design process, including community engagement, identify critical milestone dates including City decision points, and provide adequate time for City review and comment periods at each milestone described in Exhibit A.1.

COST CONTROL

Provide detailed cost estimates with each design milestone through final GMP. Estimating sub-consultant is to be present at estimate review meetings.

D. SECTION I PRE-DESIGN

Upon written acceptance of the CPM schedule and issuance of a Notice to Proceed (NTP), the Design Consultant shall proceed with Pre-Design phase. The Design Consultant shall work closely with Denver's Department of Transportation and Infrastructure (DOTI), Department of Parks and Recreation (DPR), and other City agencies as required to define the Program based on the budget.

Pre-Design, Project visioning, community engagement, and facility programming. The Design Consultant shall:

- Engage with the City to establish the vision for the project

- Meet with the City Project Team to co-create and deliver a project long community engagement process narrative. The process will effectively include an external steering committee of partners as well as multiple levels of internal governance. Refer to Exhibit A.2 Community Engagement Plan
- Support community engagement as outlined in Exhibit A.2 Community Engagement Plan
- Prepare and deliver a summary of community engagement findings
- Identify and document DPR maintenance and operational requirements, and standards
- Identify and document City and County of Denver building infrastructure requirements and sustainability goals and requirements
- Prepare and deliver a Vision & Program Report that establishes the project goals including:
 - Priorities, goals, and requirements for the project
 - Community engagement findings
 - DPR standards, maintenance, and operations requirements
 - Preliminary code analysis
 - City and County of Denver Technology Services requirements
 - Audio Visual requirements
 - Accessibility requirements
 - Security and access control requirements
 - Executive Order 123, Citywide Sustainability Policy requirements
 - Owner furnished items
 - Conceptual cost estimate
- Conduct City Project team review of project Vision & Program Report
- Review and reconcile Comment Review Spreadsheet
- Make revisions as required to align with the program and project goals
- Obtain City acceptance of project Vision & Program Report

Site Planning, Conceptual Design, and Site Development. The Design Consultant shall:

- Meet with the City Project Team and AHJ to confirm and document all requirements
- Provide a traffic study to inform site access, parking, and conceptual design
- Obtain utility locates
- Furnish all necessary documents required for all permits and approvals and submit the same to the requisite AHJ
- Prepare and present up to three (3) site plan concepts optimizing zoning, design, and program adjacencies within the site for consideration and selection by the City. Concepts to include diagram floor plans, building massing, and conceptual exterior concepts
- Prepare and deliver a Site Plan and Conceptual Design to include:
 - Land Utilization & Zoning
 - Structure placement
 - Building elevations
 - Photometric plan
 - Access and circulation of vehicles, pedestrians, and services
 - Accessibility
 - Landscape concepts
 - Traffic & parking study
 - Stormwater management and water quality features
 - Existing utilities

- Proposed wet and dry utilities
- Sustainability and LEED strategy
- Conduct City Project team review of Site Development Plan
- Review and reconcile Comment Review Spreadsheet
- Revise documents as necessary to meet the project goals
- Prepare and submit conceptual site plan to AHJ
- Obtain City acceptance of selected site plan concept, Conceptual Design, and Site Development Plan

Deliverables:

- Project long community engagement process narrative
- Summary of community engagement findings
- All necessary documents required for all permits and approvals
- Draft Vision & Program Report(s)
- Preliminary code analysis
- Traffic study
- Up to three (3) site plan concepts
- Site Plan and Conceptual Design
- Conceptual 3D exterior renderings
- Update cost analysis
- Reconciled Exhibit A.4: Comment Review Spreadsheet
- City accepted project Vision & Program Report
- City selected site plan concept
- City approved Conceptual Design
- Conceptual Site Development Plan

E. SECTION II DESIGN

1. SCHEMATIC DESIGN

Upon written acceptance or approval of the Vision & Program Report, selected site plan concept, Conceptual Design, and Site Development Plan deliverables, the Design Consultant shall begin Schematic Design phase. Schematic Design shall be in the form of drawings and ancillary documents and shall provide sufficient detail to define the discoverable influences to the project; including but not limited to context, image, vision, location and orientation on site, division of spaces, and preliminary construction cost estimates. At the 35%, 75% and 95% progression of the documents, the Design Consultant shall provide project cost estimates. The Design Consultant shall be responsible for obtaining all information required and presenting design studies to City Stakeholders for review, comment, and acceptance.

Schematic Design. The Design Consultant shall:

- Establish the Schematic Design for the Project illustrating horizontal and vertical scale and relationship of the project components demonstrated graphically and dimensionally
- Continue Community Engagement process per the Community Engagement Plan
- Commence the development of a preferred concept - site plan, floor plans, interior

- design concepts, building sections, and exterior elevations
- Conduct Scoping Workshop(s) and revise the design to meet the project goals as required
 - Conduct building systems review meeting
 - Conduct sustainability charrette(s), develop LEED scorecard
 - Confirm quantity and placement of City provided items
 - Provide code analysis
 - Prepare and deliver a preliminary building envelope analysis and review
 - Prepare Preliminary Project Description (PPD) using CSI PPDFormat®. PPD to include but not limited to:
 - Narrative describing the design and alignment with the project goals
 - Sustainability and LEED strategies, goals, and priorities
 - Preliminary building conditions, system evaluations with narratives including mechanical, electrical, lighting, plumbing, structural, civil, landscape, fire protection, acoustical, aquatics, utilities, sustainability, and technology
 - Site utility requirements & sizing
 - Landscape and hardscape site elements
 - Preliminary construction materials evaluations and finishes
 - Wayfinding and signage
 - City Furnish/Contractor Install and City Furnish/City Install FF&E
 - Provide preliminary 3D visualizations flythroughs of 4 exterior and 3 interior renderings illustrating elevations, include two revision sequences. Obtain and document City's preferred concepts
 - Prepare and deliver building sections illustrating vertical relationships
 - Provide ongoing cost assessments at each milestone
 - Verify alignment with Vision & Program Report
 - Identify potential procurement and / or construction factors that could negatively affect the project budget or scheduled project completion
 - Outline matrix of decisions required of the City
 - Conduct City Project team review of Schematic Design documents at the 35%, 75% and 95% completion milestones
 - Review and reconcile Comment Review Spreadsheet
 - Revise Schematic Design documents as necessary to meet the project goals
 - Obtain City acceptance of the Schematic Design
 - Develop and submit formal Site Development Plan to AHJ.

Deliverables:

- LEED Scorecard
- Updated code analysis
- Updated cost assessment
- List of potential procurement and / or construction factors that could negatively affect the project budget or scheduled project completion
- Matrix of decisions required of the City
- Reconciled Comment Review Spreadsheets
- City approved PPD
- 35%, 75% and 95% Schematic Design documents
- City accepted Schematic Design

2. DESIGN DEVELOPMENT

The Design Consultant, upon written acceptance of the Schematic Design deliverables, shall prepare Design Development documents based on the accepted Schematic Design. Drawings and documents shall outline all required building systems including foundation systems based on geotechnical recommendations and shall show building plans and elevations with dimensions. The Design Development documents further refine the Project including but not limited to architectural, structural, civil, interior design, mechanical, plumbing, electrical & lighting systems, accessibility, acoustical, envelope engineering, fire protection, doors, hardware and security, low voltage technology, AV, fire protection, aquatic, landscape, hardscape, sustainability measures and LEED strategies. During Design Development, the Design Consultant will provide physical samples of materials and finishes for the City's consideration and acceptance. Additionally, the Design Consultant will further develop specifications, finish schedules as need to enable the CMGC partner to develop detailed construction cost estimates and construction time schedules. In support of the CMGC cost process the documents shall adequately describe the design intent and performance criteria with sufficient detail to enable the CMGC to prepare the itemized cost of work for content shown on the drawings. If necessary, at the 75% completion point of the Design Development phase, the Consultant, in conjunction with the City, shall participate in a value engineering process and reconcile subsequent decisions in the Design Development documents to align with the CMGC consultant's Guaranteed Maximum Price (GMP) cost estimate and the Project Budget.

Design Development. The Design Consultant shall:

- Continue Community Engagement process per the Community Engagement Plan
- Illustrate and describe the refinement of the Schematic Design, establishing all drawings and documents necessary to further represent all scope, relationships, forms, scale, material, and aesthetic of the Project
- Provide a narrative describing the design development approach and alignment with the project goals
- Provide updated code analysis. Illustrate compliance on plans graphically, where necessary
- Provide 3D Project visualization to demonstrate form, mass, scale, materiality, relationship to site, landscape features and adjacent structures
- Create exterior and interior building materials boards
- Develop Interior Design to include, but not limited to:
 - Interior concept design, interior material and color palette and interior 3D renderings,
 - Develop graphics and wayfinding concepts
 - Selection of interior materials and finishes in compliance with sustainability goals and budget
- Perform Fixtures, Furniture and Equipment (FF&E) programming to include, but not limited to:
 - Conceptual selection for new FF&E planned for the facility
 - Develop FF&E scope, identify dimensional requirements, provide layout, procurement schedule, preliminary budget, and documentation, update as required
- Provide outline specifications using CSI MasterFormat®. Include product and system cutsheets
- Provide Energy Model, systems utilization, and options for renewable energy offsets. Include Energy/Operating Cost analysis

- Provide Envelope engineering analysis
- Provide Acoustical analysis
- Provide MEP + FP equipment and layout
- Reconcile Design within context of Vision & Program Report, community engagement findings, ADA accessibility guidelines, City and County of Denver's Executive Order No.123, and the CMGC cost estimate
- Update LEED documentation
- Update matrix of decisions required of the City
- Provide cost assessment at 35% Design Development milestone
- Review and comment on CMGC GMP costing exercises at the 50%, 75% and 95% Design Development milestones
- Develop recommendations for alternates, as required
- Reconciled Comment Review Spreadsheet
- Respond to AHJ Site Development Plan review comments and re-submit as required
- Conduct City Project team review of Design Development documents at the 35%, 75% and 95% completion milestones
- Revise Design Development documents as necessary to meet the project goals Obtain City approval of building materials
- Obtain City acceptance of the Design Development documents

Deliverables:

- Updated LEED documentation
- Updated code analysis
- Updated cost assessment
- Matrix of decisions required of the City
- Reconciled Comment Review Spreadsheet
- Energy model
- Envelope analysis
- Acoustical analysis
- Building material boards
- City accepted outline specifications
- City accepted FF&E program
- 35%, 75% and 95% Design Development documents
- City accepted Design Development documents

3. CONSTRUCTION DOCUMENTS

The Design Consultant shall, upon written acceptance of the Design Development documents, prepare final Construction Documents including drawings, specifications, and other documents, required to procure, permit, and construct the project in its entirety. At the milestones of 35%, 75% and 95% the Construction Documents, the Design Consultant shall issue documents for review and coordinate with the CMGC to reconcile the scope of work with the CMGC GMP cost estimates and construction schedule. Included is a separate early foundation permit and construction package with associated review sequence.

Construction Documents. The Design Consultant shall:

- Conclude Community Engagement process per the Community Engagement Plan,
- Conduct City Project team review of Construction Documents at the 35%, 75% and 95%

completion milestones

- Reconcile Comment Review Spreadsheet
- Review CMGC costing exercises at 35%, 75%, and 95% milestones and revise and reconcile design to meet established Project budget.
- Conduct BIM collision reviews, as required to validate fully compatible and coordination design/documents
- Incorporate interior design details and documents into the Construction Documents,
- Complete Project Specifications (Divisions 01 through 49). Specifications to include, but not limited to:
 - Detailed administrative and construction requirements for the Project,
 - Coordination of the City and County of Denver Standard Specifications for Construction General Contract Conditions (aka. the "Yellow Book") and Special Conditions of the Contract with Specifications Division 01 - General Requirements and Part 1 - General of Specification Divisions 02 - 49.
 - Detailed quality levels of all products, materials, equipment, fabrications, mixes, systems, and assemblies
 - Requirements for installations or applications including preparatory actions and post-installation cleaning and protections
 - Commissioning, testing, balancing, start-up, and training requirements for the Project
- Complete Energy Model & LEED Gold Certification Documentation
- Provide Energy/Operating Cost Analysis
- Update Code analysis and illustrate compliance on plans graphically, where necessary
- Detail and specify all alternates as required
- Meet with City agencies responsible for FF&E procurement to review City prepared FF&E bid documents and proposals
- Update FF&E plans as required and incorporate into the Construction Documents
- Complete and submit required documentation for LEED certification to USGBC
- Prepare submittals for AHJ and City agency permit applications and reviews
- Revise Construction Documents as necessary to meet the project goals
- Obtain City acceptance of Construction Documents

Deliverables:

- Final Construction Documents
- Final Building Information Model
- Final 3D animation articulating the site, building, and interior design

4. PLAN REVIEW AND PERMITS

At various review and approval stages of the design effort, the Design Consultant shall furnish to the City up to twelve (12) half-size copies of all drawings, specifications and documentation that is needed to complete all required plan reviews and/or approvals by DOTI and DPR as applicable. Documentation required for approval or permitting by other City agencies or AHJ shall also be furnished by the Design Consultant and shall be in addition to the twelve half-sized copies. Following written acceptance of the Construction Documents by the DOTI Project Manager, the Design Consultant shall log the documents into the City and County of Denver's Community Planning and Development site to initiate the permitting process. Following the plan review process by Community Planning and Development, Denver Fire Department, DOTI Wastewater, DOTI Engineering, and any other required AHJ, the Design Consultant shall incorporate changes and comments into the Construction Documents as required to secure the permit.

Regulatory Reviews. Design Consultant shall:

- Identify and document all required AHJ and City agency reviews and permits
- Provide required documents to AHJ and City agencies as needed to complete reviews and obtain permits
- Respond to all AHJ and City agency processes and reviews and provide additional documentation and document revisions as required

Permitting. Design Consultant shall:

- Apply for all permits necessary to enable Construction
 - Coordinate City payment of permit application and/or plan review fees
- Monitor and support permit process to completion, including multiple review submissions, as required
- Review, revise and reconcile permit review comments, as necessary
- Notify the DOTI Project Manager when permits are available for the Contractor to pick up.

GMP negotiations and subcontractor/supplier bidding. Design Consultant shall:

- Collaborate with the City and the CMGC in support of the GMP development.
- Provide information and documentation as required for subcontractor and material procurement.
- Revise design documents as necessary to remain aligned with the project goals

F. PHASE III CONSTRUCTION

1. CONSTRUCTION ADMINISTRATION

The Design Consultant shall provide construction phase services during the course of the entire Construction Phase of the Project, shall attend regularly scheduled construction meetings, and perform other services as required by the City to complete the construction project, including the revision of drawings and the preparation of "record" documents.

Construction Administration Services, The Design Consultant shall:

- Attend preconstruction meetings, progress meetings (OAC meetings), preinstallation meetings, and closeout meetings as required
- Process submittals
- Review samples and mock-ups
- Review and respond to Requests for Information (RFIs)
- Issue Architectural Supplemental Instructions(ASIs) as needed
- Advise the City on CMGC initiated Substitution Requests
- Advise the City on CMGC Change Orders Requests (CORs)
- Observe the work in progress for conformance with the Contract Documents
- Prepare observation reports and corrective action instructions
- Develop and maintain comprehensive Non-compliance Log for all quality control issues, exceptions and include dates of resolution by the Contractor. Log should include discrepancies issued by the Owner, City inspectors, Third Party inspection, Commissioning, or peer review entities
- Conduct and document ADA compliance meetings

- Complete and submit required documentation for LEED certification to USGBC
- Review energy modeling, and administrative components associated with LEED certification
- Review draft Applications for Payments and provide recommendations

2. PROJECT CLOSEOUT

The Design Consultant shall participate in the Project Closeout process including, but no limited to:

- Participate in Punch List(s) reviews
- Review requests for Substantial and Final Completion and provide recommendations
- Support Sustainability & LEED Documentation and Certification through completion
- Participate in final building and site commissioning. Review and provide comments to commissioning documents
- Respond to Building Department project inspection/review comments as needed and support CMGC to resolution
- Review CMGC provided Operations and Maintenance (O&M) Manuals including review of equipment and material manufacturer's information such as cutsheets warranties, and approved shop drawings
- Produce As-Built drawings based on red-lined documents provided by the Contractor. Provide one full size and three half size hard copies, and pdf, CAD, and REVIT/BIM electronic files
- Review final payment application and make recommendations
- Review Energy/Operating Cost Data

3. PUBLIC ART

The Design Consultant shall:

- Coordinate Design activities related to the City's Public Art Program; a separate process organized by the Denver Arts and Venues
- Provide design as necessary to integrate one (1) fully functioning art installation from conceptual design through construction

End Scope of Work.

**WESTWOOD RECREATION CENTER
COMPENSATION SUMMARY**

Exhibit B

Basic Design Services		AMD	Subconsultants	Total
Programing / Conceptual Design	\$	170,000.00	\$ 123,500.00	\$ 293,500.00
Schematic Design	\$	175,000.00	\$ 286,500.00	\$ 461,500.00
Design Development	\$	300,000.00	\$ 506,600.00	\$ 806,600.00
Construction Documents	\$	290,000.00	\$ 586,200.00	\$ 876,200.00
Permit / GMP Development	\$	50,000.00	\$ 5,000.00	\$ 55,000.00
Construction Administration	\$	290,000.00	\$ 315,200.00	\$ 605,200.00
3.01 Fee for Basic Services	\$	1,275,000.00	\$ 1,823,000.00	\$ 3,098,000.00

3.02 Reimbursables Expenses	\$	45,000.00
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Additional Services in Proposal	
Additional Meeting	\$ 53,000.00
Early site utility and foundation package	\$ 15,000.00
Generator, emergency power design	\$ 8,000.00
Renewable energy deign (photovoltaic)	\$ 10,000.00
Traffic signal design	\$ 20,000.00
Daylight Modeling	\$ 8,500.00
Commissioning	\$ 81,400.00
Select in CMGC selection	\$ 5,000.00
Additional Services in Proposal	\$ 200,900.00
Owner Design Contingency	
Client Agency Scope Modifications	\$ 309,800.00
Partner Agency Scope Modifications	\$ 154,900.00
AHJ Scope Modifications and Unforeseens	\$ 82,400.00
Additional Reimbursable	\$ 9,000.00
TOTAL Owner Design Contingency	\$ 556,100.00

3.03 Additional Services	\$	757,000.00
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3.05 MAXIMUM CONTRACT AMOUNT	\$	3,900,000.00
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ATTACHMENT TO EXHIBIT B - FEE PROPOSAL

NOTE: Team, Fees, and Tab 3 information outlining Personnel Assignments extracted from AMD Proposal dated 20 May 2021

AndersonMasonDale Architects

20 May 2021

Joy Spatz
Senior Project Manager
Department of Transportation and Infrastructure
City and County of Denver
Joy.Spatz@denvergov.org

Re: Westwood Recreation Center
Fee Proposal - Architectural and Engineering Services

Ms. Spatz,

Anderson Mason Dale Architects (AMD) is pleased to submit this scope of services and fee proposal for the referenced project. AMD understands the important role this facility will play in the lives of the Westwood community, and our team has been assembled for their well-rounded and specific expertise to address and support key needs that we believe are essential to the success of your project.

Project Team

Architecture (Prime)	Anderson Mason Dale Architects
Acoustics	K2
Aquatics	Councilman Hunsaker
Associate Architect	Essenza Architecture
Civil	SA Miro
Code / ADA	Code Unlimited
Community Outreach	Lifespan Local
Cost Management	Vermeulens / BuildMark
Electrical / Lighting	AE Design
Energy / Sustainability	Group14
Envelope Analysis	Group14 / Construction Technology Consultants
Fire Protection	TLH Fire
Graphics/Wayfinding	TaCito Design
Irrigation	HydroSystems
Landscape	Wenk Associates
Mechanical Plumbing	The Ballard Group
Structural	KL&A / LT Engineering
Technology	K2
Traffic Engineering	Stolfus Engineering

Project Understanding

The following RFP documents have been provided for our use in preparing the enclosed fee proposal.

07 A WRC Design SOW
Exhibit 07A.1 DPR Protocols Expectations
Exhibit 07 A.2 WRC Community Engagement Plan
Exhibit 07 A.3 WRC SOW Meeting Matrix
Exhibit 07 A.4 Comment Tracking form
07B Rate Sheet

- Design Development: rendered site plan, floor plans, elevations; refined 3D animation articulating site, building and interior design development; material samples boards for exterior and interior palette
- Construction Documents: Construction documents and Building Information Model; final 3D animation articulating site, building and interior design

Design Fee \$ 3,098,000

See attached matrix for fee summary by discipline, by phase. Note that an original fee of \$3.217M included participation in meetings as identified per Exhibit 07 A.3 WRC SOW Meeting Matrix; and a previous project schedule expanded by approximately 10-weeks. This fee assumes a reduction in meeting hours and a reduction in overall project schedule.

Reimbursables Fee \$ 45,000 NTE

Including not limited to local metro travel; milestone printings; DOTI, DPR printings; LEED-registration and processing; graphic collateral printing for community outreach. Permitting fees are not included in this budget, and assumed will be covered by DPR or the GMGC. To be billed on a quarterly basis.

Personnel Classifications and Rates

See attached schedules for AMD and consultant team member personnel classifications and rates, previously submitted in our Statement of Qualifications for the project.

Additional Services

The following services are not included in the base fee provided, but available for offering to the project:

- Coverage for all previously listed meetings \$ 53,000
A matrix of meetings has been identified and provided to us for consideration in the assembly of our fees. Upon review, we believe there is an opportunity to streamline the number of meeting hours delineated; this reduction would be applied across the entire meeting inventory and is not intended to remove any classification of meeting identified; this proposed reduction excludes the meetings delineated during construction. As such, we have prepared our base fees assuming such a reduction, with an additional service itemized reflecting additional compensation to hold the meetings as they have been presented in the SOW documents.
- Early Site Utility and Foundation Package \$ 15,000
- Generator, emergency power design \$ 8,000
- Renewable Energy Design (PVs) \$ 10,000
- Traffic signal design \$ 20,000
- Daylight modeling \$ 8,500
- Commissioning \$ 81,400
- Extended CA services \$ 6,500/week
- Code/ADA remediation during CA \$ Hourly *due to construction defects
- Additional Art installation coordination \$ 3,500/per additional installation
- CMGC selection participation \$ 5,000

Information, services to be provided by DOTI/DPR/CCD

- Site survey
- Geotechnical Study and Pavement Design
- Right-of-way or easement documents
- Demolition of existing site structures; all required abatement activity
- 3rd party inspection and testing services
- Commissioning
- Community outreach archiving, accommodations – photography, videography, website, child-care during meetings

DISCIPLINE	CONSULTANT	FEE	'PROG / CONCEP'	SD	DD	CD	PERMIT/GMP	CA
ARCHITECTURE (PRIME)	Anderson Mason Dale Architects	\$1,275,000	\$ 170,000	\$ 175,000	\$ 300,000	\$ 290,000	\$ 50,000	\$ 290,000
ACOUSTICS	K2	x \$ 18,000	\$ -	\$ 2,700	\$ 5,600	\$ 6,500	\$ -	\$ 3,200
AQUATICS	Counsilman Hunsaker	\$ 128,000	\$ 10,000	\$ 22,000	\$ 36,000	\$ 45,000	\$ -	\$ 15,000
ASSOCIATE ARCHITECT	Essenza Architecture	x \$ 595,000	\$ 55,000	\$ 85,000	\$ 165,000	\$ 165,000	\$ -	\$ 125,000
CIVIL	SA Miro	\$ 135,000	\$ 5,000	\$ 21,000	\$ 32,000	\$ 55,000	\$ -	\$ 22,000
CODE / ADA COMPLIANCE	Code Unlimited	x \$ 34,000	\$ -	\$ 9,800	\$ 10,000	\$ 9,700	\$ -	\$ 4,500
COMMUNITY OUTREACH	Lifespan Local (w AMD)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COST	Vermeulens	\$ 70,000	\$ -	\$ 47,000	\$ 23,000	\$ -	\$ -	\$ -
COST	BuildMark	x \$ 50,000	\$ 8,500	\$ 3,500	\$ 13,000	\$ 20,000	\$ 5,000	\$ -
ELECTRICAL / LIGHTING	AE Design	\$ 95,000	\$ -	\$ 17,000	\$ 34,000	\$ 30,000	\$ -	\$ 14,000
ENERGY / SUSTAINABILITY	Group 14	x \$ 74,000	\$ 1,000	\$ 10,000	\$ 19,000	\$ 28,000	\$ -	\$ 16,000
ENVELOPE ANALYSIS	Group 14 / CTC	x \$ 38,000	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 28,000
FIRE PROTECTION	TLH Fire	x \$ 27,000	\$ -	\$ 2,000	\$ 7,000	\$ 11,000	\$ -	\$ 7,000
GRAPHICS / WAYFINDING	TaCito Design	x \$ 36,000	\$ -	\$ 1,500	\$ 12,500	\$ 17,000	\$ -	\$ 5,000
IRRIGATION	Hydro-Systems	x \$ 6,000	\$ -	\$ 500	\$ 1,000	\$ 3,000	\$ -	\$ 1,500
LANDSCAPE	Wenk Associates	\$ 85,000	\$ 17,000	\$ 12,000	\$ 21,000	\$ 28,000	\$ -	\$ 7,000
MECHANICAL	The Ballard Group	\$ 180,000	\$ -	\$ 25,000	\$ 55,000	\$ 75,000	\$ -	\$ 25,000
STRUCTURAL	KL&A	\$ 163,000	\$ -	\$ 20,000	\$ 52,000	\$ 65,000	\$ -	\$ 26,000
STRUCTURAL	LT Engineering	x \$ 12,000	\$ -	\$ -	\$ 2,500	\$ 7,000	\$ -	\$ 2,500
TECHNOLOGY AV Security	K2	x \$ 50,000	\$ -	\$ 7,500	\$ 13,000	\$ 16,000	\$ -	\$ 13,500
TRAFFIC	Stolfus	x \$ 27,000	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$3,098,000	\$ 293,500	\$ 461,500	\$ 806,600	\$ 876,200	\$ 55,000	\$ 605,200

ARCHITECTURE		60.36%	\$1,870,000	
	AMD	68.18%	\$1,275,000	
	Essenza	31.82%	\$ 595,000	
ENGINEERING		39.64%	\$1,228,000	
MWBE	x	31.21%	\$ 967,000	
	Essenza	19.21%	\$ 595,000	61.53%
	Others	12.01%	\$ 372,000	38.47%
MWBE Target		30%	\$ 929,400	

**ATTACHMENT 1
CONSULTANT TEAM MEMBERS**

PRIME CONSULTANT: Anderson Mason Dale Architects

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

Title/Classification	Responsibilities	Rate/Hr.
Principal II	Principal in Charge, Design Principal	\$300
Principal I	Managing Principal	\$250
Senior Project Manager	Project Management Oversight	\$215
Project Manager	Day to Day Contact, Management of Budget, Schedule	\$195
Architect III	Lead Project Architect, Drawing and Documents Oversight	\$175
Architect II	Drawing Production	\$150
Architect I	Drawing Production	\$135
Interior Design	Drawing Production	\$125
Design Professional	Drawing Production	\$115
Student	Drawing Production and Project Support	\$85
Administrative	Clerical Support	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.55 .
 The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

| **TAB 3** TEAM EXPERIENCE OF KEY INDIVIDUALS |

REIMBURSABLE EXPENSES

Prime Consultant: Anderson Mason Dale Architects (and all Consultants)

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

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

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

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>\$.15</u> / each
Copies (8 1/2 x 14")	\$ <u>\$.15</u> / each
Copies (11x17)	\$ <u>\$.25</u> / each
Large format drawings	<u>\$2.50</u>
Color copies	<u>\$.50</u>
Red-line copies	\$ <u>\$2.50</u> / S.F.
Reproducibles	\$ <u>\$2.50</u> / page

pricing listed is based on services procured with professional printing shops in Denver; other anticipated services including large format presentation printing, dry mounting, presentation board lamination.

Attachment 1

| TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS |

SUB-CONSULTANT TEAM MEMBERSFirm Name: Wenk Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal II	Design and technical review.	\$250
Principal I	QA/QC, design review, and oversight.	\$215
Senior Project Manager	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$130
Project Manager I & II	QA/QC, scheduling, budget, meetings, coordination, oversight of technical production	\$125-120
Landscape Arch / Designer III	QA/WC, design, meetings, coordination, technical production	\$115
Landscape Arch / Designer II	Design, graphics, technical production	\$100
Landscape Designer I	Design, graphics, technical production	\$95
Intern	Design, graphics, technical production	\$85
Administrative Support	Contracting	\$70
Graphic Designer Services	Graphic production	\$115

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.46 .

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

| TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS |

SUB-CONSULTANT TEAM MEMBERSFirm Name: The Ballard Group, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge of Mechanical Engineering	Contract administration, HVAC system selection, involvement throughout project in design meetings, limited production roles, quality assurance.	\$190.00
Principal-In-Charge of Plumbing Engineering	Contract administration, Plumbing and Fire Protection system selection, involvement throughout project in design meetings, limited production roles, quality assurance.	\$190.00
Senior Project Engineer	HVAC, plumbing and fire protection calculations, system design, coordination with other disciplines; regular development of drawings & specifications, code compliance.	\$140.00
Project Engineer II	HVAC, plumbing and fire protection calculations, system design, coordination with other disciplines; regular development of drawings & specifications, code compliance.	\$125.00
Project Engineer I	HVAC, plumbing and fire protection calculations, system design, coordination with other disciplines; regular development of drawings & specifications, code compliance.	110.00
CAD & Revit Operator	Assistance with AutoCAD &/or Revit 3D drawings as-needed & directed by the Project Engineer	\$85.00
Clerical	Assistance with Word, Excel, PDFs, copying, etc. as-needed & directed by the Project Engineer	\$80.00

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

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

SUB-CONSULTANT TEAM MEMBERSFirm Name: AE Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight, Quality Control, major project milestones	\$185
Associate Principal	Oversight, Quality Control, major project milestones	\$175
Associate	Oversight, Quality Control	\$170
Senior Project Manager	Project management, project oversight	\$165
Project Manager	Project management, project oversight	\$155
Senior Project Engineer	Project management, technical project oversight	\$155
Project Engineer	Project management, technical project oversight	\$140
Senior Lighting Designer	Project lighting oversight and design	\$130
Senior Project Designer	Project design, oversight	\$130
Technology Sys. Designer	Project technology and AV design	\$130
BIM Manager	BIM management, oversight, design	\$130
Lighting Designer	Project lighting design	\$110
Project Designers	Project design	\$110
Intern Designer	Project design	\$75
Administrative	Administrative project support	\$85

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

| TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS |

SUB-CONSULTANT TEAM MEMBERS

Firm Name: KL&A

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal-In-Charge, Professional Engineer, Quality Control	\$190
Associate	Professional Engineer, Quality Control	\$160
Project Manager	Professional Engineer, Quality Control, Primary Responsibility	\$130
Project Engineer	Professional Engineer, PM Support and Production	\$130
Engineer (Licensed)	Professional Engineer, Day to Day Production	\$115
Structural Designer	Design of delegated tasks	\$105
Clerical	Clerical	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.77

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Group14 Engineering, PBC

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

Title/Classification	Responsibilities	Rate/Hr.
Sr. Principal	Oversight and Quality Control	\$257
Principal	Oversight and Quality Control	\$187
Sr. Project Manager	Project management and general project oversight	\$150
Project Manager	Project management and general project oversight	\$134
Sustainable Design Support	Consulting, LEED documentation, energy analysis and coordination	\$118
Technical Support/Engineer	Technical support, LEED documentation	\$108
Sr. Engineer	Project management and technical project oversight	\$166

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0977.

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

TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Stolfus & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Directs all aspects of firm's operations	\$190/hr.
Professional Engineer 5	P.E. Licensed Project Engineer/Manager with over 20 years of experience with major responsibility for technical performance and project management depending on specific assignments.	\$170/hr.
Professional Engineer 3	P.E. Licensed Project Engineer/Manager with over 10 years of experience with responsibility for technical performance and project management depending on specific assignments.	\$150/hr.
Professional Engineer 2	P.E. Licensed Project Engineer with over 7 years of experience with responsibility for technical performance on projects.	\$140/hr.
Professional Engineer 1	P.E. Licensed Project Engineer with over 5 years of experience working under general supervision.	\$120/hr.
Engineer-in-Training	Entry-level engineer performing engineering assignments under the guidance of experienced engineers.	\$100/hr.
Engineering Student Intern	Project assignments under direction of engineering professionals.	\$60/hr.
Office Manager	Responsible for administrative aspect of support work.	\$70/hr.
Administrative Assistant	Performs routine clerical/office support work.	\$60/hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5912 .

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

SUB-CONSULTANT TEAM MEMBERS

Firm Name: TLH Fire

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

Table with 3 columns: Title/Classification, Responsibilities, Rate/Hr. Rows include Principal (\$225), Senior Associate (\$200), Project Engineer (\$135), and Engineer (\$125).

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5 .

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager.

Attachment 1

TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS

SUB-CONSULTANT TEAM MEMBERS

Firm Name: TaCito Design, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Designer	Signage & Wayfinding Design	\$175

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.3002

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproduces, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

| TAB 3 TEAM EXPERIENCE OF KEY INDIVIDUALS |

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Vermeulens

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal	\$290.00
Associate Principals	Project Overview	\$260.00
Associates/Directors	Sr Project Leader	\$230.00
Sr Project Mgrs/Team Leaders	Sr Project Leader / Overall Section Lead	\$200.00
PMs/Sr Estimators/IT	Project Leader/Estimating	\$170.00
Estimators/Support	Estimating/Support	\$140.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.71%

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

Attachment 1

**ATTACHMENT 1
CONSULTANT TEAM MEMBERS**

PRIME CONSULTANT: BuildMark

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Cost review lead	\$ 210
Project Manager	Project oversight	\$ 160

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5.
 The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

