

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 **DESIGN WORKSHOP, INC.** (the "Design Consultant" or "Consultant"), a Colorado limited liability company, whose address is 1390 Lawrence Street, Suite 100, Denver, CO 80204.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Executive Director of 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.

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

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

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

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

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

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

(f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of 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 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 on each Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

2.08 Additional Services.

(a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).

(b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed

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

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

(1) The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;

(2) The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and

(3) The Design Consultant's actual reproduction cost for drawings.

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

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

2.09 Surveying and Testing.

(a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.

(b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

(c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.

(d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors

and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.

(e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.

(f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

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

2.10 Compliance with M/WBE Requirements.

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The consultant has committed to a contract goal for MWBE participation for this Agreement of **25%**.
- (b) 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:
 - (1) 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.
 - (2) 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (6) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) 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 **FOUR HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED AND EIGHTY FOUR DOLLARS AND ZERO CENTS (\$458,784.00)**, 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 **THIRTEEN THOUSAND SEVEN HUNDRED AND SIXTEEN DOLLARS AND ZERO CENTS (\$13,716.00)** 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 **FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$52,500.00)**.

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

3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$525,000.00)** (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 on **Execution date and expire four (4) years thereafter**, 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 this Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

(a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

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

(i) **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

(j) **Additional Provisions:**

(a) For Commercial General Liability, the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

(ii) Defense costs are outside the limits of liability;

(iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Consultant shall advise the City in the event any general aggregate

or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense & Indemnification.

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

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

(c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

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

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

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

- Exhibit A Scope of Work/Budget
- 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,
DESIGN WORKSHOP, INC
202158081

is as follows:

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

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

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

5.13. Conflict of Interest.

(a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

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

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

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

5.16 Taxes, Charges and Penalties. The City and County of Denver shall not be liable

for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

5.17 Proprietary or Confidential Information.

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

(b) Design Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

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

(b) The Consultant certifies that:

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

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

(c) The Consultant also agrees and represents that:

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

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

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

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

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

5.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the
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202158081

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: DESIGN WORKSHOP, INC.
1390 Lawrence Street, Suite 100,
Denver, CO 80204

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-202158081-00
Contractor Name: DESIGN WORKSHOP INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202158081-00
DESIGN WORKSHOP INC

DocuSigned by:
By: Robb Berg
339321C494E9457...

Name: Robb Berg
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Proposal for Ruby Hill Park Phase III
Denver, Colorado
02/22/2021

Exhibit A

PROJECT DESCRIPTION

The primary goal for this project is to locate an adventure bicycle and snow sports facility building on the hill overlooking the rail yard bowl with proximity to existing pedestrian and vehicular access points. The concept plan develops relationships between the building and the surrounding site and includes a bike skills courses (both beginner and intermediate), picnicking opportunities, public art, and a splash pad. The concept also includes a new facility for bike rentals, storage, public bathrooms, and offices for DPR staff.

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Construction Documents for Ruby Hill Bike Park – Phase III for The City of Denver. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The proposal notes the individual consultant's scope:

- **Landscape Architecture and Community Engagement:** Design Workshop
- **Civil Engineering:** Elevation Civil
- **Surveying:** JF Sato & Associates
- **Geotech:** Geocal, Inc.
- **Irrigation Design:** Hydrosystems•KDI
- **Water Feature/Splash Pad Designer:** Water Design, Inc.
- **Community Engagement:** Calderon
- **Architecture:** Studio Completiva
- **Structural Engineering:** Studio NYL
- **MEP Engineering:** RJA Engineering
- **Low Voltage and Security:** AE Designs
- **Building Code:** Jensen Hughes
- **Sustainability:** Ambient Energy
- **ADA Compliance:** Meeting the Challenge
- **Cost Estimation:** NV5

Scope of Work:

- Consisting of roughly 4.25 acres
- Includes improvements listed above as they relate to a new bicycle and snow sports facility.
- Refer to Attachment 1 for Limit of Work.

The scope of work to be performed by Design Workshop and its subconsultants in connection with this agreement is as follows:

TASK ONE: PROJECT MANAGEMENT

The general objective for this phase of the work is to develop a thorough understanding of the

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work that has been completed to date, become familiar with the site, and develop a preliminary understanding of the development program.

The specific tasks to be completed for Task 1 are as follows:

Lead Consultant: Design Workshop

1. Review pertinent codes, current entitlements, and conditions of approval, which may impact the site development concepts.
2. Meet with the City and consultant team to review/develop project goals, design criteria and site program.
3. Define the roles and responsibilities of the entire project team.
4. Review existing reports and surveys to gain an understanding of work that needs to be completed in Task Three: Testing.
5. Visit the site with the project team to become familiar with the site conditions such as soils, slopes, views, and context surrounding the site.
6. Prepare a detailed project schedule/work plan.
7. Attend recurring bi-weekly project meetings with the City and/or other consultants.
8. Manage sub-consultants' work and products to ensure timely quality control reviews and submittals.
9. Develop and submit monthly project updates to DPR for posting to DPR's website; including but not limited to written update summaries, updated renderings, concept plans, and community engagement summaries.

The following products for Task 1 will be prepared/delivered:

1. Meeting agendas for all meetings, including strategic kickoff meeting.
2. Meeting notes and roles and responsibilities matrix.
3. Project schedule/work plan.
4. Invoices and progress reports.
5. Monthly project updates.

TASK TWO: COMMUNITY ENGAGEMENT

The general objective for this phase of work is to engage the community and stakeholders to build a consensus for the project and to allow the community to have a voice in the design of the park. Design Workshop and Calderon will work closely with the City to develop a diverse stakeholder group.

The specific services to be completed for Task 2 are as follows:

Lead Consultant: Design Workshop

1. Organize and host up to three (3) stakeholder meetings that align with the City's most recent health and safety protocols to gain input and feedback on park programming and designs before presenting to the public. Design Workshop assumes meetings can be in-person and that The City will provide meeting venues near the project site.
2. Organize and host up to three (3) public engagement events. Design Workshop will provide flyers and announcements with the assumption that The City will help distribute them.
3. Assist the City with branding and grant opportunities.
4. Develop a public engagement plan, including an engagement schedule, for the project.

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Community Engagement Consultant: Calderon

1. Verbal translations for public workshops and specialized engagement events.
2. Written translations for all public workshop materials and specialized engagement events.
3. Provide general engagement oversight and coordination.

The following products for Task 2 will be prepared/delivered:

1. Public Engagement Plan and schedule
2. Meeting minutes for each stakeholder meeting and public engagement event. Copies will be provided within (3) business days.
3. All meeting graphics, plans, flyers, and engagement tools with Spanish translations.
4. Monthly project updates for DPR to post publicly.
5. Public outreach and engagement report that summarized public outreach efforts.

TASK THREE: SITE TESTING

The general objective for this phase of the work is to obtain all necessary tests and reports to properly design and administer the construction of the project.

The specific services to be completed for Task 3 are as follows:

Survey Consultant: JF Sato & Associates

1. Locate, flag, and paint all underground utilities.
2. Verify/Check existing site survey against current field conditions for topography, utilities, and site features for the project limits of work.
3. Compile data into both working file (CAD) and PDF.

Geotech Consultant: Geocal, Inc.

1. Field sampling of soil from five (5) boring locations within proposed Limits of Work (Re: Attachment 1):
 - Three (3) for parking lot pavement design
 - Two (2) for structure foundations
2. Pre-drilling operations: Apply for necessary permits for operation, stake approved boring locations. It is assumed there are no costs associated with necessary permitting.
3. Drilling operations: Pavement borings will be 5' deep to a maximum of 15' deep.
4. All drilling operations will be monitored by The City.
5. Lab testing will be conducted and geotechnical reporting will be provided.

The following products for Task 3 will be prepared/delivered:

Survey Consultant: JF Sato & Associates

1. A 3D topographic map for the entire park with one-foot contours which will be shown along with:
 - A vicinity map with subject property highlighted.
 - The official street or road names and address numbers assigned to the parcel(s).
 - Description, location, and elevation of the benchmark used for this survey.
 - Tie-in diagrams will be provided as required by DOTI ER.
 - Description, location, and elevation of all top of manholes and inlets. Show type, size, and invert.
 - Elevation of all pipes or culverts and direction of flow.
 - Gross land area.
 - Adjacent ROW and property lines per existing survey plats.

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- Plotting the location of easements and rights-of-way as shown on any recorded subdivision plats and/or all easements evidenced by a recorded document provided by The City. The reference book and page, or document number of each will be shown.
 - Filing of Land Survey Plat with the appropriate entity.
2. Features to be located include but are not limited to:
- Permanent structures including retaining walls, bridges, and culverts.
 - Street or road paving, and sidewalks.
 - Elevations for the top of curbs, flowlines, and sidewalks.
 - Finished floor elevations of buildings.
 - Spot elevations at fifty-foot (50') intervals, and all corners, steps, walls, and other key points, as well as all existing trees and extents of drip line to represent the general character of the terrain.
 - Elevation of lakes, river, streams, or drainage courses on or near the surveyed parcel
 - Location and diameter of all trees over a 2-inch diameter
 - Location of any existing buildings, tanks, fences, miscellaneous structures, driveways, or other obstructions on the parcel.
 - Electric utilities – the location of power poles, guy wires, anchors, vaults, etc., on the parcel or in the streets, roads, alleys, or railroad right of way adjoining the parcel.
 - Street lighting – the location of all lamp poles, boxes, etc.
 - Storm, sanitary or combined sewers –all observable manholes, culverts, headwalls, catch basins and clean-outs on the parcel or in streets.
 - Subsurface utilities, size, and type.
 - Water – the location of any water valves, standpipes, regulators, fire hydrants, etc. that are visible on the parcel
 - Gas – the location of all valves, meters, and gas line markers that are visible on the parcel
 - Telephone – the location of all poles, manholes, boxes, etc. that are visible on the parcel
 - Utilities to be located by others.
 - Irrigation control boxes and main lines
 - DPR operations team to locate boxes and heads prior to survey.

Geotech Consultant: Geocal, Inc.

1. Geotechnical Report (stamped, signed, and sealed).
2. Recommendations for pavement design following the most recent MGPEC standards.
3. Recommendations for structure foundations and site grade preparations.
4. Figures showing final boring locations, boring logs, and laboratory test results.

TASK FOUR: 30% CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare design studies, define the scope of the project, and further refine the understanding of construction costs.

The specific services to be completed for Task 4 are as follows:

Lead Consultant: Design Workshop

1. Finalize concept plan to incorporate comments from public engagement and The City.
2. Prepare site demolition and protection plans illustrating existing hardscape and landscape areas that will be demolished or preserved.

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3. Prepare plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings, and other site elements that are a part of the proposed landscape development and not a part of building structures.
4. Review site grading and drainage plans from Civil for all areas outside the building footprints to ensure it aligns with design intent.
5. Conduct internal Quality Control Reviews for aesthetic and technical content.
6. Prepare a draft specification for the above-described landscape elements of the project.
7. Develop three-dimensional virtual model of the proposed site and building design for use as a design tool during the documentation process. Model will be updated continuously as the design progresses and used for renderings at each stage of the project.
8. Attend up to two (2) meetings with The City to review 30% Construction Document Plan set.

Civil Engineering: Elevation Civil

1. Review the existing information available from CCD and others with regard to demands on storm sewer, sanitary sewer, and water systems and perform data searches and investigations to collect available plans and information such as drainage and utility studies necessary for the development of the proposed site improvements.
2. Review the site plan provided by the Client for compliance with CCD standards and will assist with linework modifications as necessary to ensure the layout meets CCD requirements.
3. Prepare a Finished Floor Elevation (FFE) stormwater memo, as required by CCD for the ER review process. This letter will establish that the FFE of the proposed building is 2' or more above the street flowline elevation adjacent to the site.
4. Prepare sanitary peak flow calculations, as required by CCD for the ER submittal. Analysis of existing sanitary sewer main capacities is not anticipated and has not been included in this proposal.
5. Prepare conceptual erosion control plans for the project. These plans will depict stormwater BMP's to be utilized during construction to prevent transport of sediment.
6. Prepare conceptual Grading Plans for the project. These plans will contain existing and proposed contours for the site and the FFE for the proposed building.
7. Prepare conceptual Utility Plans for the project. These plans will identify the proposed wet utilities for the development, such as water services (domestic and fire suppression), proposed fire hydrants (if required), sanitary sewer services, and proposed on-site storm sewer. Utility designs will be shown to a distance of five (5) feet from the proposed building footprint with sizes and locations designated by the Architect or MEP.
8. Prepare outline specifications for civil related aspects of the project.
9. Attend up to three (3) one-hour virtual meetings or conference calls with the project team and governing review agencies during Task Four. If additional meetings or conference calls, or in-person meetings are required, they will be billed on a time and material basis per the attached rates.

Irrigation Design: Hydrosystems•KDI

1. Conduct a Site Water Analysis to determine the irrigation water needs on a seasonal and peak season flow basis using historical weather data for the Denver Area.
2. Furnish a tap/backflow, controller, mainline and sleeving plan with design intent noting to help assist with the GMP pricing.
3. Tap and power coordination.
4. NOTE: No sprinkler head layout and zoning with lateral piping will be done at this level.
5. Develop irrigation construction details.
6. Develop irrigation outline specifications.

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Splash Pad Consultant: Water Design, Inc.

1. Correspond and coordinate with the design team to establish a conceptual scope of work for water feature and to receive a full description of the desired size, shape, components, effects, and performance.
2. Comment on materials, equipment, and dimensions as suggested by design team relative to impact on effects, maintenance, cost benefits, and code requirements.
3. Establish water performance criteria for design team and City understanding.
4. Develop water feature mechanical and underwater lighting system designs, with comment on construction and materials.

Architecture Consultant: Studio Completiva

1. Provide architectural concept imagery of similar buildings with range of budgets for City review.
2. Conduct initial building code analysis.
3. Prepare all necessary permits as it relates to the building.
4. Develop architectural plans, sections, and elevations to integrate into 30% design package.
5. Attend up to two (2) meetings with the City and/or other consultants.

Structural Engineering: Studio NYL

1. Provide redlines to architectural and site work
2. Develop structural narrative.
 - Structural narrative would include considerations to foundation plans, floor plans, roof plans, and ancillary structures.
3. Provide notes to Architectural Outline Specifications.

Mechanical, Electrical, Plumbing: RJA Engineering

1. Provide preliminary site lighting plans and photometric calculations for review by The City.
2. SD Narrative:
 - Provide a written narrative and 8.5x11 sketches to fix and describe This Part of the Project, including materials, equipment, component systems and types of construction or installation.

Building Code: Jensen Hughes

1. Review one (1) set of 30% construction document architectural and life safety drawings for compliance with the fire protection/life safety provisions of the applicable codes. Provide redline PDF mark-up comments with corresponding applicable code citations.
2. Provide up to four (4) hours of miscellaneous consultation related to fire and life safety compliance of the project design which may include code research, internet or telephone meetings, or email communication during this phase.

Sustainability: Ambient Energy

1. Attend project kick-off meeting
2. Facilitate Sustainability Workshop
3. Attend Greenprint Denver coordination meetings during this phase (up to two)
4. Develop Greenprint Denver scorecard.
5. General Greenprint Denver Coordination and Support

ADA Compliance: Meeting the Challenge

1. Review of one (1) set of 30% Construction Documents for ADA compliance.

Cost Estimating: NV5

1. Perform quantity take-offs to establish quantities of items.

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2. Identify design elements, systems, and/or individual project components that may be improved through implementation of alternative solutions.
3. Evaluate alternative solutions based on functional improvement and cost effectiveness.

The following products for Task 4 will be prepared/delivered:

Lead Consultant: Design Workshop

1. Demolition and Protection Plan(s)
2. Materials Plan(s)
3. Planting Plan(s)
4. Composite Sections/Site Cross Sections/Elevations showing the landscape intent.
5. Design Development details and reference sections.
6. Draft technical specifications for landscape architectural-related aspects of the project.
7. Compiled Draft Project Manual.
8. Updated Illustrative Site Plan.

Civil Engineering: Elevation Civil

1. FFE Stormwater Memo
2. Sanitary peak flow calculations
3. Erosion Control Plans
4. Grading Plans
5. Utility Plans
6. Outline specifications as it relates to civil-related aspects of the project.

Irrigation Design: Hydrosystems•KDI

1. Site Water Analysis
2. Tap/backflow Plans
3. Controller Plans
4. Mainline Plans
5. Sleeving Plans
6. Irrigation Construction Details
7. Outline Specifications

Splash Pad Consultant: Water Design, Inc.

1. Design development drawings and specifications for proposed water feature including materials, mechanical equipment, and dimensions.

Architecture Consultant: Studio Completiva

1. Provide architectural imagery
2. Architectural floor plans, sections, and elevations.

Structural Engineering: Studio NYL

1. Provide redline hand sketches and possibly a REVIT model with associated pdf drawings.
2. Structural Narrative

Mechanical, Electrical, Plumbing: RJA Engineering

1. Cover Sheets and General Notes for HVAC, Plumbing, and Power
2. Preliminary Building HVAC Plan
3. Preliminary Building Plumbing Plan
4. Preliminary Site Power and Lighting Plan
5. Preliminary Building Power Plan
6. Preliminary Building Lighting Plan

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7. Preliminary Voice and data telecommunications layout, Security layout, Access Control layout,
8. Audio/Video and CATV layout coordinated with owner vendor for raceway requirements.
9. Sheet specifications

Low Voltage and Security Consultant: AE Design

1. IT equipment layout and space requirements.
2. Telephone back board(s) size and layout.
3. Telephone, data, television, and security plans
4. Riser diagrams.
5. Preliminary electrical specifications.

Sustainability: Ambient Energy

1. Provide Greenprint Denver scorecard for 30% package.

Cost Estimating: NV5

1. 30% CD construction cost estimate
2. List of allowance items and amounts
3. List of assumptions, clarifications, and exclusions

TASK FIVE: CONSTRUCTION DOCUMENTS – 60%, 90%, 100%, BID SET

The general objective for this phase of the work is to finalize the scope of the project and identify design or engineering priorities. After the 30% Design Progress Meeting, the Design Team will work with The City to finalize areas and program items that should be included in the development of detailed design drawings.

Based on the City approved 30% Construction Documents, the Design Team will progress the construction documents to the 60%, 90%, and 100% levels, ultimately producing a Bid Set that can reasonably be constructed within the established project budget (with alternates). The Project Team will prepare final documentation drawings that incorporate the most current information regarding construction practices. The Design Team will meet with The City after each milestone (60%, 90%, 100%) to review ER, DPR, and DOTI QA/QC comments.

The specific services for Task 5 are to be completed are as follows at the 60%, 90%, 100%, and Bid Set Levels:

Lead Consultant: Design Workshop

1. Advance three-dimensional model to reflect design changes.
2. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
3. Prepare demolition and protection plans illustrating existing site elements, trees, and other plant materials to be protected during construction.
4. Prepare plans, cross sections and elevations for pedestrian pavements, site furnishings and other site elements that are a part of the proposed landscape development and not a part of the roadway.
5. Review the Civil Engineer's grading plans for conformance to Design Workshop's design intent.
6. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations, and sizes of major planting features.
7. Compile the Project Manual, which will include the following:

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- a. General Conditions (Design Workshop assumes these are provided by the City to be edited by consultant team)
 - b. Special Conditions, including basis-of-payment, unit of measurements, anticipated permits that will be required, specifications associated with each pay item.
 - c. Design Workshop assumes Division 01 will be provided by The City to be edited by the project team.
 - d. Technical specifications for the above-described landscape architectural elements of the project.
 - e. Technical specifications from sub-consultants.
 - f. The project specifications will utilize the standard DPR and DOTI spec format.
8. Coordinate interdisciplinary Construction Document reviews between the consultants.
 9. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
 10. Participate in value engineering sessions.
 11. Review materials and technical systems with potential fabricators and contractors.
 12. Prepare written responses to ER and QA/QC reviews. Comply with ER comments to close out all denials.

Civil Engineering: Elevation Civil

1. Prepare a Stormwater Management Plan (SWMP) report and associated erosion control plans for the project. These plans will detail stormwater BMP's to be utilized during construction to prevent transport of sediment. Elevation Consulting will also prepare an NPDES Phase II permit application to be submitted to the Colorado Department of Public Health and Environment.
2. Prepare a drainage study analyzing the flows within the project limits.
3. Prepare Grading Plans for the project. These plans will provide one-foot contours, the FFE of the proposed building, and all critical spot elevations required to construct the site improvements.
4. Prepare a Parking Lot Signage & Striping Plan for the project. This plan will contain the proposed parking lot striping and signage layout and associated details.
5. Overall Utility Plans for the project. These plans will depict the proposed wet utilities for the development of the site, such as water services (domestic and fire suppression), proposed fire hydrants (if required), proposed on-site storm sewer, and detail the sanitary service connections to the main. Utility designs will be shown to a distance of five (5) feet from the proposed building footprint with sizes and locations designated by the Architect or MEP.
6. Prepare Denver Water plans for potable water and fire service connections and proposed fire hydrants (if required). This assumes existing water mains have adequate capacity, and water main improvements are not necessary. We will prepare the numerous Denver Water applications and forms, make submittals to Denver Water, and obtain required signatures from the Fire Marshall. Preparation of water demands and meter sizing are the responsibility of the MEP engineer.
7. Prepare a storm sewer package with storm sewer plan and profile drawings and details for the project. These plans will detail piped roof drains from the proposed building and on-site storm sewer and inlets, with a connection to existing storm infrastructure within the park. Utility designs will be shown to a distance of five (5) feet from the proposed building footprint with sizes and horizontal locations designated by the Architect or MEP.
8. Prepare technical specifications for civil related aspects of the project.
9. Elevation Consulting will attend up to eight (8) one-hour virtual meetings or conference calls with the project team and governing review agencies. If additional meetings or conference calls, or in-person meetings are required, they will be billed on a time and material basis per the attached rates.

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10. Elevation Consulting will participate in the Greenprint Denver documentation processes associated with this project.
11. Elevation Consulting will review MMP and contractor training requirements for RACS.

Irrigation Design: Hydrosystems•KDI

1. Advance irrigation plans to 60%, 90%, and 100% level.
2. Final Bid Set documents will be completed with all comments addressed from review plans.
3. Prepare technical specifications as it relates to irrigation design work.
4. Assist with Denver Water Submittals, if necessary.

Splash Pad Consultant: Water Design, Inc.

1. Advancement of construction-level drawings and specifications including materials, mechanical equipment, and dimensions.
2. Determination of the number of mechanical equipment enclosures or rooms, surge or balancing tanks, pump areas (or pits), and backwash and/or evacuation sumps or pits or tanks required and coordination of their dimensions and locations.
3. Layout of water feature related equipment in proposed equipment enclosure to include:
 - Review proposed equipment space and comment on the required equipment enclosure size, location, dimensions, other interior space needs (i.e., closets, space separations, etc.).
 - Recommended location of the surge or balancing tanks, pump pits, backwash and/or evacuation sumps, etc.
 - Provide access requirements, chemical delivery needs, and equipment service requirements.
4. Design and specification of the mechanical pumping and piping systems to operate the water feature circulation systems. This includes design and specification of pumps and piping manifold layouts.
5. Design and specification of water feature piping, valves, and fittings.
6. Design and specification of the water filtration system designed to filter the water by mechanical means.
7. Design and specification of the water treatment systems, with automatic chemical controllers to allow for sanitizing, disinfection, oxidation, and balancing of the water.

Architecture Consultant: Studio Completiva

1. Floor Plans: Prepare plans as necessary to describe the spaces of the building for permit review and construction.
2. Elevations: Prepare exterior building elevations to describe the height and materials of the building exterior.
3. Sections: Prepare building and wall sections to describe the assemblies needed for permit and construction.
4. Details: Prepare detail views necessary to convey the assembly of the building, the components of walls/floors/roofs, dimensions, and coordination with other disciplines.
5. Schedules: Prepare finish and door schedules needed for specific information for construction procurement.
6. Provide drawings and manage application for Building Permit Submittal. Studio Completiva will submit to Building Department, review and respond to all comments for permit-ready set of final plans. Comments will be incorporated into final construction drawing set.

Structural Engineering: Studio NYL

1. Foundation Plan
 - Analyze, design, detail and draft the foundation plan for helical piers and grade beams

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- Analyze, design, detail and draft the lateral resisting elements
- 2. Floor Framing Plans
 - Analyze, design, detail and draft the slabs, joists, beams, columns, and walls
 - Analyze, design, detail and draft the lateral resisting elements
- 3. Roof Framing Plan
 - Analyze, design, detail and draft the joists, beams, columns, and walls
 - Analyze, design, detail and draft the lateral resisting elements
- 4. Ancillary Structures
 - Analyze, design, detail and draft the site retaining walls, and foundations for miscellaneous site features (posts and the like)

Mechanical, Electrical, Plumbing: RJA Engineering

1. Develop the following:
 - Cover Sheets and General Notes for HVAC, Plumbing, and Power.
 - Mechanical, electrical, and plumbing equipment schedules and diagrams
 - Energy compliance documentation
 - Building HVAC Plan
 - Building Plumbing Plan
 - Site Power and Lighting Plan
 - Building Power Plan
 - Building Lighting Plan
 - Cover Sheets and General Notes Telecom
 - Building Telecom/Low Voltage Plan for coordination with owner vendor for raceway requirements.
 - Security and Access control Plan for coordination with owner vendor for raceway requirements.
 - Remove the sheet specifications and prepare technical specifications for improvements and/or Site features described by the above listed drawings in standard CSI format.

Building Code: Jensen Hughes

1. Provide up to eight (8) hours of miscellaneous consultation related to fire and life safety compliance of the project design which may include code research, internet or telephone meetings, or email communication during these phases.
2. Review one (1) set of drawings at the 90% and 100% milestones.

Sustainability: Ambient Energy

1. Attend Greenprint Denver coordination meetings during this phase (up to four)
2. General Greenprint Denver Coordination and Support
3. Conduct Greenprint reviews of 60% and 90% design documents to verify incorporation of Greenprint Denver sustainability requirements.

ADA Compliance: Meeting the Challenge

1. Review of one (1) set of 60% of Construction Documents for ADA compliance.

Cost Estimating: NV5

1. Update item quantities based on current design documents.
2. Refine and validate unit prices, with specific emphasis on items which are 'key cost drivers' (approximately 80% of the construction cost will be determined by 20% of the work scope items).
3. Identify design elements, systems, and/or individual project components that may be improved through implementation of alternative solutions.
4. Evaluate alternative solutions based on functional improvement and cost effectiveness.

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5. Incorporate accepted alternative solutions into the cost estimate.
6. List potential scope of work revisions as alternate items.
7. Verify general conditions, project staffing, insurance, bonding, overhead and profit, etc., costs are in alignment with the project schedule and prescribed procurement requirements.

The following products for Task 5 will be prepared/delivered at the 60%, 90%, 100%, and Bid Set Levels:

Lead Consultant: Design Workshop

1. Demolition Plan(s)
2. Tree Protection Plan(s)
3. Layout (Horizontal Control) Plans locating vehicular and pedestrian pavements, landscape walls, splash pad, site furnishings, and other site elements.
4. Materials Plans showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
5. Planting Plans showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
6. Details and reference sections of the above-described landscape materials with information required for construction, installation, and finishing of landscape components of the project.
7. Technical specifications for improvements and/or site features described by the above listed drawings.
8. Project Manual
9. Compile and stamp/seal the Construction Documents and Project Manual.
10. One (1) final overall illustrative plan rendering and four (4) perspective graphics to reflect the final design and project improvements (including translation).

Civil Engineering: Elevation Civil

1. Stormwater Management Plan (SWMP) report and associated erosion control plans for the project.
2. Drainage Study
3. NPDES Phase II permit application.
4. Grading Plans
5. Parking Lot Signage & Striping Plan
6. Utility Plans
7. Denver Water plans, applications, and forms.
8. Storm sewer package with storm sewer plan.
9. Technical specifications for civil related aspects of the project.

Irrigation Design: Hydrosystems•KDI

1. Irrigation Construction Drawings
 - Tap/backflow Plans
 - Controller Plans
 - Mainline Plans
 - Sleeving Plans
 - Irrigation Construction Details
2. Final Technical Specifications
3. Denver Water Application

Splash Pad Consultant: Water Design, Inc.

1. Construction Document level drawings for approved water feature
 - Construction Document level of design includes providing full specifications and drawing layouts created utilizing AutoCAD, detail documentation, and

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specifications specific to all systems and components included under proposed services included within this proposal.

Architecture Consultant: Studio Completiva

1. Code Plan & Analysis
2. Floor Plan(s)
3. Reflected Ceiling Plan(s)
4. Roof Plan(s)
5. Building Elevations
6. Building & Wall Sections
7. Enlarged Plans
8. Details
9. Schedules
10. Technical Specifications

Structural Engineering: Studio NYL

1. Issue REVIT model and associated pdf drawings and specifications
2. Provide stamped and sealed drawings and calculations as required for building department submittal at 100% Contract Documents phase.

Mechanical, Electrical, Plumbing: RJA Engineering

1. MEP plans, details and specifications as outlined under Services for construction documents and for what is necessary for building permit submittal.
2. RJA shall assist the Contracting Party as necessary in connection with the Owner's responsibility for filing the documents concerning This Part of the Project required for the approval of governmental authorities having jurisdiction over the Project.

Low Voltage and Security Consultant: AE Design

1. Completion of all design documents with full IT / Security specifications.
2. Issuance of all drawings and specifications in electronic format.

Building Code: Jensen Hughes

1. Provide redline PDF mark-up comments with corresponding applicable code citations.

Sustainability: Ambient Energy

1. Provide updated Greenprint Denver scorecard.
2. Provide Division 1 Sustainability Specifications.
3. Provide review log with comments at each deliverable.

Cost Estimating: NV5

1. 60%, 90% and 100% CD construction cost estimates
2. List of alternate items and cost estimates with each estimate
3. List of allowance items and amounts with each estimate
4. List of assumptions, clarifications, and exclusions with each estimate

TASK SIX-A: BIDDING AND NEGOTIATION

The Design Team will prepare addenda to the Bid Documents, as clarification is required, and review substitutions and alternatives as requested by the bidders.

The specific services/deliverables for Task 6a are to be completed are as follows:

Lead Consultant: Design Workshop

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1. Issue Bid Documents/Permit Set created in Task 5.
2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants.
3. Compile bid addendums based on questions from bidders.

Civil Engineering: Elevation Civil

1. Participate in one (1) wastewater pre-con meeting as required for storm sewer construction.

Irrigation Design: Hydrosystems•KDI

1. Address all Contractor questions during the bid process and issue addendum if required. All phone conversations with Contractors will be documented and provided to Lead Consultant and The City to bid opening.

Architecture Consultant: Studio Completiva

2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants.

TASK SIX-B: CONSTRUCTION OBSERVATION

The Design Team will respond to requests for clarifications, prepare and submit change directives/supplemental instructions, as needed, for items related to their discipline, as well as review and approve product submittals, shop drawings, samples, mock-ups, and other submissions of the contractor for compliance with Construction Documents.

The specific services/deliverables for Task 6b are to be completed are as follows:

Lead Consultant: Design Workshop

1. Attend up to fifty-two (52) virtual weekly Owner-Architect-Contractor (OAC) construction meetings, including pre-construction meeting, with contractor and subcontractors. NOTE: Design Workshop is not responsible for meeting records of OAC meetings.
2. Conduct up to twelve (12) site visits and provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
3. Observe hardscape layouts and quality of workmanship (i.e., form-work, paving, walls, steps, specialty features), and location and quality of plant material and installation.
4. Conduct substantial completion walk-through to review contractor punch list.

Civil Engineering: Elevation Civil

1. Project reports describing observed on site activities will be documented. This task assumes up to three (3) site visits during construction. If additional visits are required, they will be billed on a T&M basis per the attached rates.
2. Elevation Consulting will attend a punch walk following construction to assist Design Workshop with development of a punch list.
3. Following Contractor's completion of all punch list items, Elevation Consulting will coordinate with the Design Team and the Contractor to confirm all punch list items were completed per CCD standards and the intent of the construction documents.

Irrigation Design: Hydrosystems•KDI

1. Visit the site approximately one-time during construction to ensure that work is being performed per drawings and specifications. A site report will be generated and distributed to all concerned parties.

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2. Schedule and conduct a preliminary irrigation system walk-through. A punch list will be generated and distributed to all concerned parties. A final walk-through will be scheduled only if requested to ensure that all punch list items have been addressed and corrected.

Splash Pad Consultant: Water Design, Inc.

1. One (1) site observation visit.
2. Review of Operation & Maintenance Manuals (O&M manuals) to assist owner with staff direction for ongoing operation.

Architecture Consultant: Studio Completiva

1. Attend weekly Owner, Architect, Contractor (OAC) meetings on-site or at other specified location, as related to the building and site coordination.
2. Provide periodic field reports indicating the progress of the project, conformance with design intent, specific problem areas, and state of completion.
3. Review and assist with change order requests.
4. Attend punch list, substantial completion walk, and final acceptance walk.
5. Complete as-built drawings based on Contractor's redlines.

Structural Engineering: Studio NYL

1. Designing and drafting contractor proposed alternative details, or repairs for sections of the project built out of specification or not in compliance with the contract documents, is not included.
2. One (1) site observation visit for foundation construction observation.
3. Two (2) site observation visits for frame construction observation.
4. Complete as-built drawings based on Contractor's redlines.

Mechanical, Electrical, Plumbing: RJA Engineering

3. One (1) site observation visit.
4. Complete as-built drawings based on Contractor's redlines.

Low Voltage and Security Consultant: AE Design

1. One (1) site observation / final punch, including written report with photos and any recommendations that may be appropriate.
2. Complete as-built drawings based on Contractor's redlines.

Sustainability: Ambient Energy

1. Facilitate contractor Greenprint Denver orientation meeting.
2. Review Greenprint Action Plans, Construction Waste Management Plan, and Indoor Air Quality Management Plan from contractor.
3. Greenprint Coordination and Support .
4. Review contractor provided Greenprint submittals and fill out Design Phase Greenprint spreadsheet.
5. Provide updated Greenprint Denver scorecard.
6. Provide Greenprint Denver form required by the City.
7. Provide Commissioning Report.

ADA Compliance: Meeting the Challenge

1. Field observation for ADA compliance
2. Field Report

This proposal includes Professional Service time for site visits/construction observation meetings as follows:

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| | DW | SC | ELEVATION | HYDRO•KDI | SNYL | RJA | AE |
|-----------------------------------|----|----|-----------|-----------|------|-----|----|
| Pre-Construction Meeting | 1 | 1 | 1 | | | | |
| Weekly OAC Meetings | 26 | 26 | | | | | |
| Construction Site Visits | 12 | 8 | 3 | 1 | 3 | 1 | 1 |
| Substantial Completion Punch List | 1 | 1 | 1 | 1 | | | 1 |
| Acceptance of Establishment | 1 | 1 | | 1 | | | |

Additional meetings shall be approved in writing by the City and billed as Additional Services. Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences, or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

PROJECT CONDITIONS

1. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor.
2. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.

PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services.

1. Revisions to site area or project scope of work
 - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget.
2. Additional Graphic Deliverables
 - a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package.
 - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein.
 - c. Production of fully rendered 3D (or physical) model or fly-through not listed herein;
3. Value Engineering
 - a. Value engineering work due to a change in budget allocation or change in budget after approval/ completion of Documents for the Phase.
 - b. Value engineering work related to delivery of the project by a Construction Manager, GC or other such Contractor of the Owner on a "shared savings" basis.
4. Meetings and Site Visits
 - a. In person, virtual, and site meetings in addition to the number indicated in base scope of services of this agreement.
5. Sub-Consultant Services
 - a. Only subconsultants listed herein are part of the scope of services.

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PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Robb Berg

Robb Berg will serve as Principal-in-Charge of the Ruby Hill Phase III project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Sara Bonacquist

Sara Bonacquist will serve as the Project Manager for the Ruby Hill Phase III project and will also be responsible for leading the planning and design efforts associated with the work. Her responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the consultant team.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Task 1 - Project Management: Concurrent with Tasks 2-6A

Task 2 – Community Engagement: 3 Months Concurrent with Tasks 1,3,4, and 5

Task 3 – Testing: Eight (8) Weeks Concurrent with Tasks 1, 2, and 3

Task 4 – 30% CDs: 3 Months

Task 5 – 60%, 90%,100% CDs + Bid Set: 9 Months

Task 6A – Bidding + Negotiation: 6 Months

Task 6B – Construction Observation: 12 Months

FEES AND EXPENSES

1. BASIC SERVICES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a Not-to-Exceed (NTE) fee of \$458,784. Refer to Attachment 2 for additional fee breakdown and hourly rates. The estimated fees are as follows:

| | | |
|---|--|------------------|
| Task One | Project Management | \$35,801.50 |
| Task Two | Community Engagement | \$18,290.50 |
| Task Three | Site Testing | \$26,417 |
| Task Four | 30% Construction Documents | \$78,427 |
| Task Five | 60%, 90%, 100%, Bid Set Construction Documents | \$207,669 |
| Task Six | Bidding and Construction Observation | \$92,179 |
| Total Professional Fees (labor only) | | \$458,784 |

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2. ADDITIONAL SERVICES

For this project, additional services shall be a NTE fee amount. Refer to Attachment 4 for fee breakdown of additional services.

3. REIMBURSABLE EXPENSES

Reimbursable expenses incurred by Design Workshop and consultants for items directly related to the project shall be billed at-cost. Refer to Attachment 3 for NTE reimbursables breakdown.

DESIGN WORKSHOP, INC.

By: Robb Berg

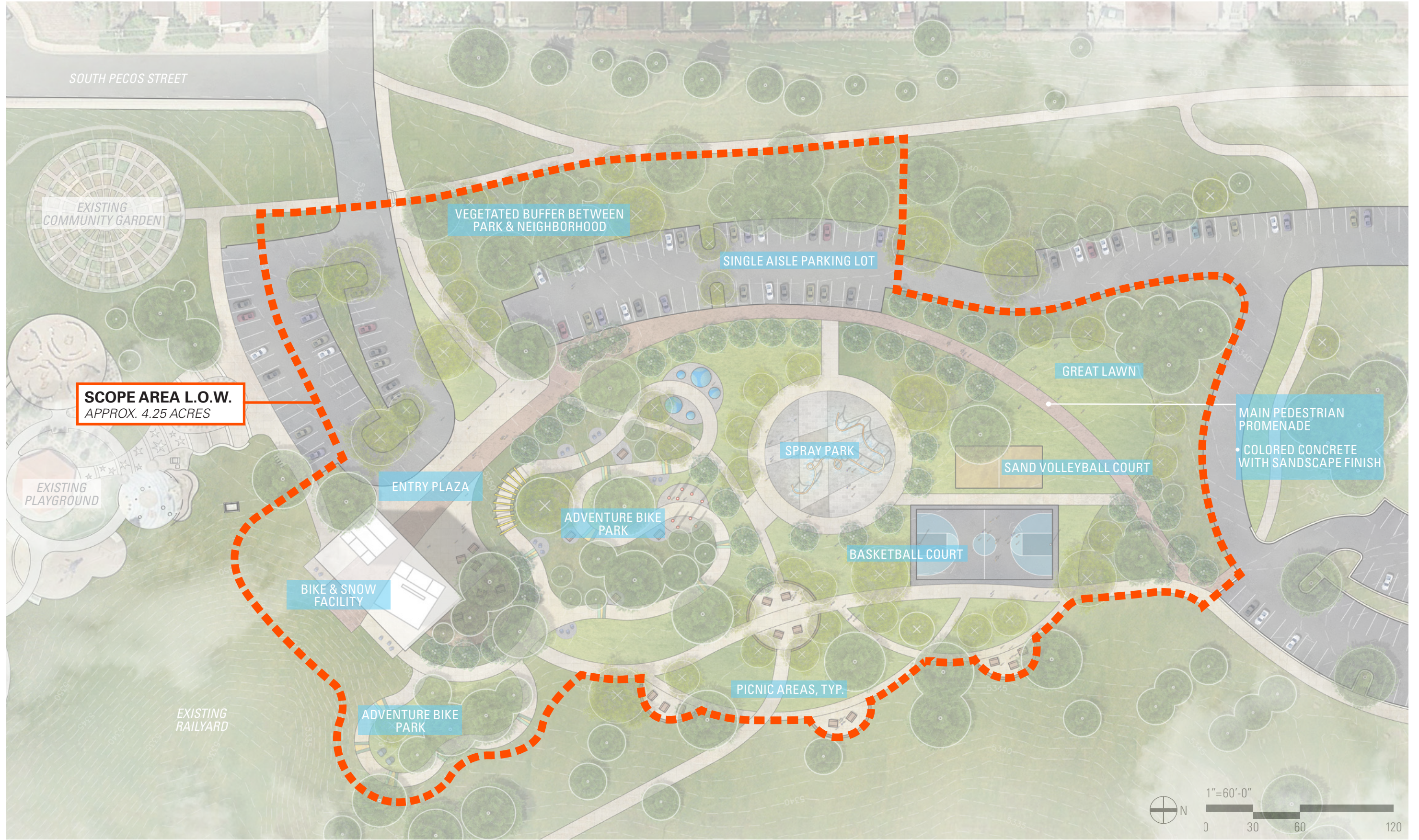
Date: February 22, 2021

Title: Principal



NOTES:

- Attachment 1: Scope Limit of Work
- Attachment 2: Fee Breakdown and Hourly Rates
- Attachment 3: Reimbursable Expenses
- Attachment 4: Additional Services



Attachment 2 | Fee Breakdown and Hourly Rates

Total Fee / Per Firm / Per Task

| Discipline/Firm | Hourly Rate | Task 1 | Task 2 | Task 3 | Task 4 | Task 5 | Task 6 | Total (\$) |
|--|-------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| LANDSCAPE ARCHITECTURE | | | | | | | | |
| Design Workshop | | \$ 30,725.50 | \$ 11,363.00 | \$ 572.00 | \$ 26,065.00 | \$ 85,090.00 | \$ 51,110.00 | \$ 204,925.50 |
| Robb Berg, Principal | \$ 200.00 | | | | | | | |
| Sara Bonacquist, Project Manager | \$ 130.00 | | | | | | | |
| Ben Fish, Bike Trail Designer | \$ 175.00 | | | | | | | |
| Alex Nuffer, Project Landscape Architect | \$ 100.00 | | | | | | | |
| CIVIL ENGINEERING | | | | | | | | |
| Elevation Consulting Group, Ltd. | | | | \$ 8,925.00 | \$ 9,150.00 | \$ 19,900.00 | \$ 6,800.00 | \$ 44,775.00 |
| Brad Disner, Principal | \$ 200.00 | | | | | | | |
| Lincoln Thomas, Senior Project Manager | \$ 175.00 | | | | | | | |
| Ryan Meisel, Senior Engineer | \$ 125.00 | | | | | | | |
| SURVEYING | | | | | | | | |
| JF Sato & Associates | | | | \$ 3,400.00 | | | | \$ 3,400.00 |
| Luke Meyers, Principal | \$ 210.00 | | | | | | | |
| Jason Hawley, Survey Manager | \$ 150.00 | | | | | | | |
| Steve Rutzen, Professional Land Surveyor (PLS) | \$ 150.00 | | | | | | | |
| Sean Morton, CAD Technician | \$ 100.00 | | | | | | | |
| Mile Lee, One-person Survey Field Crew | \$ 87.50 | | | | | | | |
| Alice Vierth, Administrative Support | \$ 100.00 | | | | | | | |
| GEOTECH | | | | | | | | |
| Geocal, Inc. | | | | \$ 13,520.00 | | | | \$ 13,520.00 |
| Nur Hossain, Principal-in-Charge | \$ 210.00 | | | | | | | |
| Walter Zits, Senior Project Manager | \$ 180.00 | | | | | | | |
| Matt Coen, Staff Engineer | \$ 90.00 | | | | | | | |
| Farzina Sulvia, Staff Engineer | \$ 90.00 | | | | | | | |
| Terrence Reid, Geologist | \$ 85.00 | | | | | | | |
| Mark Wegelin, Laboratory Manager | \$ 95.00 | | | | | | | |
| Kelsey Malone, Materials Technician | \$ 75.00 | | | | | | | |
| IRRIGATION | | | | | | | | |
| Hydrosystems•KDI | | | | | \$ 1,615.00 | \$ 4,695.00 | \$ 1,400.00 | \$ 7,710.00 |
| Jill Bersano, Principal in Charge | \$ 135.00 | | | | | | | |
| Ken DiPaolo, Designer | \$ 120.00 | | | | | | | |
| Hugo Ochoa, Field Personnel | \$ 100.00 | | | | | | | |
| WATER FEATURE CONSULTANT | | | | | | | | |
| Water Design, Inc. | | | | | \$ 4,600.00 | \$ 8,600.00 | \$ 1,800.00 | \$ 15,000.00 |
| Principal Engineer | \$ 150.00 | | | | | | | |
| Engineer | \$ 125.00 | | | | | | | |
| Senior Designer | \$ 110.00 | | | | | | | |
| Drafter/CAD Technician | \$ 75.00 | | | | | | | |
| COMMUNITY ENGAGEMENT | | | | | | | | |
| Calderon Advertising & Public Relations | | | \$ 6,927.50 | | | | | \$ 6,927.50 |
| Janina C. Ferguson, Public Information Manager | \$ 170.00 | | | | | | | |
| Flor Crawford, Translator/Interpreter | \$ 115.00 | | | | | | | |
| Sandra Cordova, Translator/Interpreter | \$ 115.00 | | | | | | | |
| Alex Ferguson, Administrative Assistant | \$ 75.00 | | | | | | | |
| ARCHITECTURE | | | | | | | | |
| Studio Completiva | | \$ 3,756.00 | | | \$ 15,024.00 | \$ 45,074.00 | \$ 11,268.00 | \$ 75,122.00 |
| Yong Cho, Principal | \$ 225.00 | | | | | | | |
| Nathan Huyler, Project Manager | \$ 166.00 | | | | | | | |
| Bilal Daher, Project Architect | \$ 150.00 | | | | | | | |
| Stephen Edwards, Drafter | \$ 112.00 | | | | | | | |
| Traci Hoffman, Project Admin | \$ 75.00 | | | | | | | |
| STRUCTURAL ENGINEER | | | | | | | | |
| Studio NYL | | | | | \$ 3,440.00 | \$ 17,520.00 | \$ 7,220.00 | \$ 28,180.00 |
| Julian Lineham, Principal | \$ 230.00 | | | | | | | |
| Chris Sherman, Senior Engineer | \$ 140.00 | | | | | | | |
| Travis McLain, REVIT Modeler | \$ 105.00 | | | | | | | |
| MEP | | | | | | | | |
| Ramirez, Johnson, and Associates | | | | | \$ 5,125.00 | \$ 4,825.00 | \$ 1,875.00 | \$ 11,825.00 |
| Darin Ramirez, Principal Engineer | \$ 140.00 | | | | | | | |
| Theresa Gray, Associate Engineer | \$ 125.00 | | | | | | | |
| Paul Plewczynski, Associate Engineer | \$ 125.00 | | | | | | | |
| Scott Zimmerman, Associate Engineer | \$ 125.00 | | | | | | | |
| Nathaniel Morrison, Associate Engineer | \$ 125.00 | | | | | | | |
| Ryan Liberman, Associate Engineer | \$ 125.00 | | | | | | | |
| Administration | \$ 65.00 | | | | | | | |
| LOW VOLTAGE & SECURITY | | | | | | | | |
| AE Design | | | | | \$ 3,524.00 | \$ 4,405.00 | \$ 881.00 | \$ 8,810.00 |
| Telecom/Wifi Principal | \$ 160.00 | | | | | | | |
| Telecom/Wifi Project Manager | \$ 135.00 | | | | | | | |
| Telecom/Wifi Project Engineer | \$ 125.00 | | | | | | | |
| Security Principal | \$ 160.00 | | | | | | | |
| Security Project Manager | \$ 135.00 | | | | | | | |
| Security Project Engineer | \$ 125.00 | | | | | | | |
| BUILDING CODE | | | | | | | | |
| Jensen Hughes, Inc. | | | | | \$ 1,559.00 | \$ 1,990.00 | | \$ 3,549.00 |
| Johnny Hays, Senior Fire Protection Engineer | \$ 215.42 | | | | | | | |
| Jonathan Reymann, Fire Protection Consultant | \$ 161.21 | | | | | | | |
| SUSTAINABILITY | | | | | | | | |
| Ambient Energy | | \$ 1,320.00 | | | \$ 1,525.00 | \$ 4,550.00 | \$ 8,075.00 | \$ 15,470.00 |
| Renee Azerbegi, Principal | \$ 225.00 | | | | | | | |
| Adam Meltzer, Project Manager | \$ 130.00 | | | | | | | |
| Celine Hayoz, Commissioning Engineer I | \$ 130.00 | | | | | | | |
| Adam Garnhart, Commissioning Engineer II | \$ 140.00 | | | | | | | |
| John Kramer, Building Performance Engineer | \$ 140.00 | | | | | | | |
| ADA COMPLIANCE | | | | | | | | |
| Meeting the Challenge, Inc., a CP & Y Company | | | | | \$ 1,200.00 | \$ 1,500.00 | \$ 1,750.00 | \$ 4,450.00 |
| Phillip Williams, Plan Review Specialist | \$ 150.00 | | | | | | | |
| Phillip Williams, Project Manager | \$ 125.00 | | | | | | | |
| COST ESTIMATING | | | | | | | | |
| NV5 Global | | | | | \$ 5,600.00 | \$ 9,520.00 | | \$ 15,120.00 |
| Dan Sexton, Cost Estimator | \$ 140.00 | | | | | | | |
| | | Task 1 Total | Task 2 Total | Task 3 Total | Task 4 Total | Task 5 Total | Task 6 total | Project Total |
| | | \$ 35,801.50 | \$ 18,290.50 | \$ 26,417.00 | \$ 78,427.00 | \$ 207,669.00 | \$ 92,179.00 | \$ 458,784.00 |

Attachment 3 | Project Reimbursables

| Discipline/Firm | Anticipated Reimbursables | Cost (\$) |
|---|------------------------------------|----------------------------|
| LANDSCAPE ARCHITECTURE | | |
| Design Workshop | | |
| | Printing for Community Engagement | \$ 500.00 |
| | Printing CD Sets at each Milestone | \$ 1,170.00 |
| | Miscellaneous Printing | \$ 250.00 |
| SURVEYING | | |
| JF Sato & Associates | | |
| | Utility Locates | \$ 450.00 |
| GEOTECH | | |
| Geocal, Inc. | | |
| <i>(It is assumed there is no cost associated with necessary permitting for this project)</i> | Drilling Subcontractors | \$ 3,755.00 |
| | Traffic Control | \$ 1,066.00 |
| ARCHITECTURE | | |
| Studio Completiva | | |
| | Building Permit Review | \$ 5,385.00 |
| | Zoning Fees | \$ 600.00 |
| | Miscellaneous Printing | \$ 500.00 |
| SUSTAINABILITY | | |
| Ambient Energy | | |
| | Miscellaneous Printing | \$ 40.00 |
| | | Reimbursables Total |
| | | \$ 13,716.00 |

Attachment 4 | Additional Services

Services and fees that may fall under additional services include but are not limited to:

| | | |
|---|----|-----------|
| Additional public engagement meetings | \$ | 3,000.00 |
| Changes to scope or schedule-based changes | \$ | 15,000.00 |
| Unforeseen permitting processes | \$ | 5,000.00 |
| Significant re-design due to value engineering | \$ | 15,000.00 |
| Extended Task 6 (Construction observation) responsibilities | \$ | 14,500.00 |

| |
|--------------------------------------|
| Additional Services Total |
| \$ 52,500.00 |

Exhibit B

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Design Workshop

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 | Planning, coordination and oversight of the project | \$200 |
| Project Manager | Project management and oversight, landscape design and architecture, planning, layout, analysis | \$130 |
| Project Landscape Architect | Landscape design & planning | \$100 |
| Bike Trail Designer | Planning & analysis, bike expertise | \$175 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.6.

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.

REIMBURSABLE EXPENSES

PRIME CONSULTANT: Design Workshop, Inc.

(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") | \$ _____ / each |
| Copies (8 1/2 x 14") | \$ _____ / each |
| Red line copies | \$ _____ / S.F. |
| Reproducibles | \$ _____ / page |

Copies - B&W 8 1/2" x 11" = \$.15/copy

Copies - B&W 11"x17" = \$.30/copy

Copies - 8. 1/2" x 11" = \$1.00/copy

Copies - 11"x 17" = \$2.00/copy

Plots - B&W = \$1.00/sq. foot

Plots - Color = \$5.00/sq. foot

Travel/mileage = \$.575/mile

Drilling Subcontractors (Cost incurred through Geocal) = \$3,755

Traffic Control (Cost incurred through Geocal) = \$1,066

SUB-CONSULTANT TEAM MEMBERS**FIRM NAME:** Elevation Consulting Group, Ltd.

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 Assurance | \$200.00 |
| Sr. Project Manager | Project Management / QA | \$175.00 |
| Project Manager | Project Management / Design | \$150.00 |
| Senior Engineer | Engineering Design | \$125.00 |
| Project Engineer | Engineering Design | \$110.00 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0.

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.

REIMBURSABLE EXPENSES

FIRM NAME: Elevation Consulting Group, Ltd.

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS**FIRM NAME:** J.F. Sato and Associates

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 | Contract Management and Administration, Resource Allocation, Proposal & Scoping Review, QA/QC, Civil Engineering, Specifications | 210.00 |
| Civil Engineering Manager | Project Management, Project Programming, QA/QC, Schedule, Task Order Scoping, Proposal Preparation, Civil Engineering, Specifications, Construction Administration | 165.00 |
| Senior Civil Engineer | Project Management, Project Programming, QA/QC, Schedule, Task Order Scoping, Proposal Preparation, Civil Engineering, Specifications, Construction Administration | 130.00 |
| Civil Project Engineer | Civil Engineering, Specifications, CADD, Construction Management | 110.00 |
| Survey Manager | Contract coordination, scheduling field crews Coordination with PLS for Topo's, Alta's As-builts, preconstruction surveying services | \$150 |
| Professional Land Surveyor (PLS) | Title commitments, stamped surveys, Topo's, Alta's, As-builts, CADD, etc. | \$150 |
| 2-Man Survey Field Crew | Field surveying, staking, data collection, monumentation, preconstruction surveying services | \$175 |
| One-person Survey Field Crew | Field surveying, staking, data collection, monumentation, preconstruction surveying services | \$87.50 |
| CAD Technician | Drafting services | \$100 |
| Administrative Support | Administrative services | \$100 |

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, 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.

REIMBURSABLE EXPENSES

FIRM NAME: J.F. Sato and Associates

(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> 00 </u> / each |
| Copies (8 1/2 x 14") | \$ <u> 00 </u> / each |
| Red-line copies | \$ <u> 00 </u> / S.F. |
| Reproducibles | \$ <u> 00 </u> / page |
| Utility Locates | \$450.00/LS |

SUB-CONSULTANT TEAM MEMBERS**FIRM NAME:** Geocal, 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-In-Charge | Oversees contract execution and management, client interaction, overall quality management and document control, ensures systems and processes are in-place, commits resources, negotiates and signs agreements. Provides high-level expertise and oversees specific task orders that involve technical expertise in geotechnical engineering. | \$ 210.00 |
| Senior Project Manager | Manages geotechnical engineering projects for budget and technical content, helps author reports with design recommendations, provides technical guidance for staff, and interacts with the client for clarifications or additions to the scope of work. | \$ 180.00 |
| Construction Manager | Construction engineer that provides plan reviews, analysis and approval of drawings, design engineering review, resident engineer, reviews plans and documents prepared by others, reviews construction schedule and pay requests. | \$ 160.00 |
| Project Engineer | Technical position to provide analyses and report preparation for pavements, structures, programming of lab tests, interpretation of results and providing recommendations to the client on design and construction issues related to geotechnical and materials engineering. Assists with cross-hole sonic logging, other sonic echo tests, PDA results, and other technical procedures to ensure quality. Registered PE to oversee construction inspection and materials testing. | \$ 120.00 |
| Staff Engineer | Evaluates site characteristics, with respect to design and construction, identifies geohazards and mitigation procedures, assists with site subsurface investigations, laboratory analyses, engineering analyses, and report preparation. | \$ 90.00 |
| Geologist | Conducts site subsurface investigations including staking borings, permitting, arranging drilling and traffic control subcontractors, logging borings, researching site geology, sampling soils, bedrock and groundwater, and assists with report preparation. | \$ 85.00 |
| Operations Manager for Construction Services | Oversees construction quality services including inspections, materials testing, local agency documentation, checking resource allocation, calibration and field management. | \$ 130.00 |
| Laboratory Manager | Oversees laboratory operations including AASHTO quality management, equipment calibration, training & records, and application of ASTM and AASHTO procedures for materials testing in the lab. | \$ 95.00 |
| Construction Inspector | Provides onsite observations for traffic control, erosion control, material quantities, conformance with project design and specifications, and review of field test results, generally non-structural. | \$ 85.00 |
| Senior Construction Inspector | Provides inspection of more complicated structures, batch plant inspections, pre-cast and post-tensioning inspections, masonry and grout placement, fire proofing, caisson and pile installations, mostly structural. | \$ 100.00 |
| Materials Technician | Provides construction quality assurance testing, typically for soils, concrete, and asphalt, but could include masonry prisms, grout, mortar, or other construction materials. Works with the contractor to determine testing needs and schedule of activity. | \$ 75.00 |
| Senior Materials Technician/Technician Supervisor | Provides review of quality assurance testing for soils, concrete, asphalt, and other materials, interfaces with client and aids in troubleshooting material issues, interprets test results for client. Schedules personnel, maintains resource allocation and assists with calibrations. | \$ 85.00 |

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7751

REIMBURSABLE EXPENSES

FIRM NAME: Geocal, Inc.

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

REIMBURSABLE EXPENSES

FIRM NAME: Hydrosystems•KDI

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Water Design, Inc.

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

| Title/Classification | Responsibilities | Rate/Hr. |
|------------------------|--|----------|
| Principal Engineer | Services provided by a principal engineer for consultation, attendance at meetings, site visits, and construction review | \$150 |
| Engineer | Services provided by a design engineer for consultation, attendance at meetings, site visits, and construction review | \$125 |
| Senior Designer | Services provided by a designer | \$110 |
| Drafter/CAD Technician | Services performed by a CAD drafter. Does not include Revit/BIM design. | \$75 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.29.

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.

REIMBURSABLE EXPENSES

FIRM NAME: Water Design, Inc.

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Calderon Advertising & Public Relations

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. |
|---|---|----------|
| Administrative Assistant | Administrative | \$75 |
| Audio/Video Producer | Creative direction and content development for social media videos. | \$150 |
| Multilingual Community Outreach Support | Staff public meetings, events, and festivals | \$115 |
| Creative Director | Creative direction and copywriting for public engagement and marketing collateral materials and website | \$135 |
| Graphic Designer | Design of public engagement and marketing materials and web design | \$115 |
| Media Relations | Develop and distribute articles, social media content, media releases, media alerts, talking points, etc. | \$150 |
| Public Information Manager | Planning and implementation of public engagement and marketing campaigns, community outreach lead, and partnership building | \$170 |
| Strategic Communications Lead | Strategic communications planning, research, mediation, meeting and workshop facilitation, strategy meetings, data collection and reporting, etc. | \$198 |
| Strategic Communications Support | Assist the Strategic Communications Lead | \$170 |
| Translator/Interpreter | Written and oral translations (simultaneous and consecutive interpretations) | \$115 |
| 3D Graphic Designer | 3D Renderings/Media | \$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.

REIMBURSABLE EXPENSES

FIRM NAME: Calderon Advertising & Public Relations

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Studio Completiva

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 | Provide project oversight and direction, as well as accountability | \$225 |
| Project Manager | Provide organization, communications and leadership | \$166 |
| Project Architect | Achieve project objectives through design and documentation | \$150 |
| Job Captain | Implement and advance design direction and documentation | \$112 |
| Drafter | Execute design decision; provide feedback | \$112 |
| Admin | | \$75 |
| Spec | | \$139 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.6.

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.

REIMBURSABLE EXPENSES

FIRM NAME: Studio Completiva

(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>.10/BW .35/c</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0.50</u> / each |
| Copies (11x17) | \$ _____ / each |
| Large format drawings | |
| Color copies | |
| Red-line copies | \$ <u>0.70</u> / S.F. |
| Reproducibles | \$ <u>1.00</u> / page |

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|---|---------|
| Foam core boards for presentation materials | \$10-20 |
| Building Permit Review | \$5,385 |
| Zoning Fees | \$600 |

REIMBURSABLE EXPENSES

FIRM NAME: STUDIO NYL STRUCTURAL ENGINEERS

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

REIMBURSABLE EXPENSES

FIRM NAME: Ramirez, Johnson, and Associates

(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:

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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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS

FIRM 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. |
|-------------------------------|------------------|----------|
| Telecom/Wifi Principal | | \$160 |
| Telecom/Wifi Project Mg. | | \$135 |
| Telecom/Wifi Project Engineer | | \$125 |
| Security Principal | | \$160 |
| Security Project Manager | | \$135 |
| Security Project Engineer | | \$125 |
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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.

REIMBURSABLE EXPENSES

FIRM NAME: AE Design

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Jensen Hughes, 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. |
|---------------------------------|--|----------|
| Senior Fire Protection Engineer | QA/QC, code consulting/review | \$215.42 |
| Fire Protection Consultant | Project management, code consulting/review | \$161.21 |
| Associate | Code review | \$127.99 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.87 .

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

REIMBURSABLE EXPENSES

FIRM NAME: Jensen Hughes, Inc.

(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:

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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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

SUB-CONSULTANT TEAM MEMBERS

FIRM NAME: Ambient Energy

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 | Leads, coordinates and reviews all deliverable from the team throughout the project, mentors and trains staff | \$225 |
| Project Manager | Manages tasks to fee, writes proposals, manages staff, maintains client interface, project management, billing | \$130 |
| Commissioning Engineer I | Performs commissioning (Cx), monitored based Cx, building envelope Cx, retro & re Cx, and energy audits. | \$130 |
| Commissioning Engineer II | Performs commissioning (Cx), monitored based Cx, building envelope Cx, retro & re Cx, and energy audits. | \$140 |
| Building Performance Engineer | Provides energy and renewable energy modeling, daylight analysis, life cycle cost analysis and/or life cycle analysis | \$140 |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.03 .

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.

REIMBURSABLE EXPENSES

FIRM NAME: Ambient Energy

(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.
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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>0.15</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0.25</u> / each |
| Copies (11x17) | \$ <u>0.25</u> / each |
| Large format drawings | |
| Color copies | |
| Red-line copies | \$ <u>N/A</u> / S.F. |
| Reproducibles | \$ <u>0.15</u> / page |

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Meeting the Challenge, Inc., A CP&Y Company

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. |
|------------------------|---|----------|
| Plan Review Specialist | ADA Compliance Review of SD/DD/CD Plan Sets | \$150/hr |
| Project Manager | Project Administration & Consulting | \$125/hr |
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Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0 .

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.

REIMBURSABLE EXPENSES

FIRM NAME: Meeting the Challenge, Inc., A CP&Y Company

(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:

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Actual Costs

| <u>Item</u> | <u>Charge Rate</u> |
|----------------------|--------------------|
| Copies (8 1/2 x 11") | \$ <u>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

REIMBURSABLE EXPENSES

FIRM NAME: NV5 Global

(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>0</u> / each |
| Copies (8 1/2 x 14") | \$ <u>0</u> / each |
| Red-line copies | \$ <u>0</u> / S.F. |
| Reproducibles | \$ <u>0</u> / page |

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2020

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

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

| | | | |
|--|-------------------------------|--|----------------|
| PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | 800 873-8500 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : | Hartford Casualty Insurance Company | 29424 |
| | INSURER B : | Hartford Accident & Indemnity Company | 22357 |
| | INSURER C : | Berkley Insurance Company | 32603 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

INSURED
Design Workshop, Inc.
1390 Lawrence Street, #100
Denver, CO 80204

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 34SBEPG9768 | 07/13/2020 | 07/13/2021 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | 34SBEPG9768 | 07/13/2020 | 07/13/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 | X | X | 34SBEPG9768 | 07/13/2020 | 07/13/2021 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 34WEGTO3899 | 07/13/2020 | 07/13/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Professional Liability Claims Made | | | AEC903780101 | 07/13/2020 | 07/13/2021 | \$2,000,000 per claim \$4,000,000 annl aggr. |

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
Manager of Public Works
201 W Colfax, Dept. 608
Denver, CO 80202-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

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

City and County of Denver, its officers, officials and employees are listed as Additional Insureds, under General & Auto Liability only, in respects to their interest in work performed by the insured as per written specified contracts.