

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 **HANDPRINT ARCHITECTURE INC** (the "**Design Consultant**" or "**Consultant**"), and collectively with the City, the "**Parties**"), a Colorado Corporation, whose address is 1350 31st Street, Denver, Colorado 80205.

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

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

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

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

SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the 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 Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in **Exhibit 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, the 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 may be separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A.**

2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set

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

- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
 - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “**M/WBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **25.0%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **25.0%**.

- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:
 - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
 - (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.
 - (4) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project’s designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Design Consultant for its service performed and expenses incurred under this Agreement as follows.

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **ONE MILLION, THREE HUNDRED THIRTY THOUSAND, TWO HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$1,330,268.00)**, in accordance with the billing rates and project budget stated in **Exhibit 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 B**, 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 **SIXTY-FIVE THOUSAND, FOUR HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$65,450.00)** 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 **SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00)**.

3.04 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant’s monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant’s progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the 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 **ONE MILLION, FOUR HUNDRED SEVENTY THOUSAND, SEVEN HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS (\$1,470,718.00)** (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 the Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at the 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 this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term. The Agreement will commence upon execution of this Agreement by all Parties and expire, unless sooner terminated, three years from execution by all Parties.

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 the Design Consultant.

5.02 Ownership of Documents. The City and Consultant agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Consultant (collectively “**Consultant Materials**”) made available, directly or indirectly, by Consultant to City as part of the Scope of Services, are the exclusive property of Consultant or the third parties from whom Consultant has secured the rights to use such product. The Consultant Materials, processes, methods and services shall at all times remain the property of the Consultant; however, the Consultant hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Consultant Materials. The Consultant shall mark or identify all such Consultant Materials to the City. The Design Consultant is not responsible or liable for the City’s subsequent reuse of documents provided by Consultant.

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

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

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

5.07 Insurance.

- (a) **General Conditions:** The Design 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. The Design Consultant shall keep the required insurance coverage in force at all times during the term of this 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, the Design 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 Design Consultant. The Design 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 Design Consultant. The Design 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:** The Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. The Design Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Design 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 the Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Design 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, the Design 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:** The Design 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:** The Design 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):** The Design 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) The Design 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 Design 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 the 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 the City shall relate back to the time written notice of the Claim is first provided to the 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 the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the 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 attachments, which is incorporated herein and made a part hereof by reference:

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

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

- 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 this 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 this 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 this 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 this 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 this Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

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

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

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

5.23 Advertising And Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Director shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Director, City Council or the Auditor.

5.24 Legal Authority. The 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 the Design Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of the Design Consultant and to validly and legally bind the 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 the Design Consultant or the person signing this 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 Public Works
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

to the Design Consultant: Handprint Architecture Inc
1350 31st Street
Denver, Colorado 80205

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 this 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. The Design Consultant consents to the use of electronic signatures by the City. This 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 this 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 this 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: PWADM-201952576-00
Contractor Name: Handprint Architecture 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:

PWADM-201952576-00
Handprint Architecture Inc

By: 
44DC6DAC70A54A8...

Name: Tom wuertz
(please print)

Title: PRINCIPAL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Project Approach

As we described in our proposal and interview, we approach each project as the continuation of an ongoing investigation. Our working method is highly intuitive, collaborative, flexible, and void of rigid pre-set formulas producing work that is relevant to our client's needs. The City has put a great deal of time and thought into their needs for this renovation. We see our team as 'another set of eyes' and an expert resource to continue to build on these efforts. As part of this project, we are proposing a series of workshops, scheduled to coincide and/or serve as our project meetings, to further the exploration of specific topics in an organized collaborative framework. This will give the project team (inclusive of staff, stakeholders and designers) opportunities to fully engage and actively participate in the exploration at critical points within the process. This method allows team members to actively express concerns or opportunities about a specific issue in a moderated forum, leading to a broader view that encourages synergy between disciplines resulting in efficiency and innovation. We offer the following scope detail:

Pre-Design

- Kick off meeting (1) - team introductions, clarity in roles/responsibilities, work performed to date, confirm delivery formats, budget review, identify Steering Committee
- Process Map workshop - identify key milestones, schedule, sequencing, responsibility, tasks
- Prepare schedule, including phases, milestone dates and expected processes
- Collect existing documents/data for our existing conditions BIM model. Our scope assumes that we can get background 2D drawings from which we will need to construct a BIM model.
- Begin Design Survey (By Others)

Programming Verification

- Using the program and test fit published in the RFQ, the team will develop a draft program and adjacency diagrams. We will also compile some program precedent images intended to quickly demonstrate value for various alternative space strategies.
- Program Workshop - to review and refine current program.
- Final space program and narratives will be developed to be the basis of design for the project moving forward.
- From the final program, we will create a target value budget and use this tool to align budget and program priorities. This will then become the budget against which we evaluate design decisions.

Schematic Design

- From the existing test fits and final program, we will develop concept layouts to understand options and further the design direction
- Review site options for parking, entry plaza, and sally port siting. We intend to develop 2 options that we will develop through the course of schematic design. The preferred direction will be established during SD for on-going design development. The scope includes a separate parking lot, larger than 1/2 acre, adjacent to the subject property.
- Coordinate preliminary selections of MEP systems and construction materials
- Coordinate and conduct sustainability/LEED charrette
- As an outcome from Schematic Design, the team will have a narrative plan describing how systems can be separated/constructed for the police station without interrupting operations of the 911 center.
- Prepare renderings, plans, elevations, and other drawings to describe project development
- Include ADA and code consulting
- Design coordination workshops will be held with the consultant team to fully integrate the various systems and components of the project.
- Schematic design drawings, renderings, and narratives will be used to develop a cost estimate.
- The scope includes one Schematic Design submittal, including a 'page-turn' meeting to preview submittal documents, plus a meeting to review Owner comments.
- One public information meeting is included at this phase. The design team will develop presentation materials and will participate in the public meeting. The City will coordinate the logistics of the public information meeting.

Exhibit A

Design Development

- Develop selected option, with cost implication and revisions per Owner review
- The team will develop room data sheets defining the equipment, finish, and systems requirements for each space.
- Define finishes, materials, furniture and equipment palettes and define direction
- MWL will develop a security narrative during the DD phase which can then be used by security electronics and hardware consultants to document the technical security system requirements.
- Two coordination workshops are anticipated during DD. The first is to fully coordinate the various systems related to budget, 911 Center, and functional requirements. The second, to occur later in the DD phase, will be to coordinate the spatial requirements of these systems (i.e. equipment sizes, room sizes, shaft sizes, etc.).
- Prepare preliminary ADA and Code reviews
- Coordinate MEP concept direction and lighting direction
- Review design development documents for sustainability criteria including recommendations and action items
- Prepare outline specifications
- A preliminary DD document package will be submitted for cost estimating. The cost estimating at this phase will be followed by a budget alignment workshop to identify and prioritize value engineering ideas and bid alternates. Bid alternates and VE ideas will be priced collaboratively with RLB to assure that the alternates provide sufficient contingency to protect the hard bid.
- The scope includes one Design Development submittal, including a ‘page-turn’ meeting to preview submittal documents, plus a meeting to review Owner comments.

Construction Documents

- Construction documents will largely consist of coordinating, detailing, and defining the design decisions from previous phases.
- Coordination workshops will be held with various disciplines to allow the team to collaborate on final design requirements. We anticipate a workshop to address site design, MEP coordination, and structural systems.
- In addition to workshops, we anticipate on-going coordination of security systems, door hardware, LEED/Sustainability requirements, and low voltage systems.
- The team will participate in formal quality control reviews at 50% and 90% Construction Documents.
- Prepare final ADA and Code reviews
- CSI format specifications to document the project
- Development of drawings/documents, including floor plans, interior elevations, sections, details, furniture, flooring, ceiling, finishes, schedules, equipment
- The Team will work with the Cost Estimator to evaluate the 90% documents and confirm that the scope represented in the Construction Documents aligns with the estimate provided at Design Development.
- The scope includes one Construction Document submittal at 90% complete, including a ‘page-turn’ meeting to preview submittal documents, plus a meeting to review Owner comments.
- After receiving Owner comments, the team will develop final Construction Documents to be used for bidding and permitting.
- One public information meeting is included at this phase. The design team will develop presentation materials and will participate in the public meeting. The City will coordinate the logistics of the public information meeting.

Permitting

- During the development of the design, the team will meet with the building department to review the project and address any notable issues and concerns.
- Upon completion of Construction Documents, the team will prepare and electronically submit documents for building department review.
- Plan review fees are included in the team’s reimbursable expenses.

Exhibit A

- The team will revise documents and issue addenda as necessary to resolve plan review comments, until approved.

Bidding

- Coordinate distribution of drawings for Contractor bidding
- Attend contractor walk (1)
- Prepare answers/addenda during bid process
- Review substitutions

Construction Administration

- Construction Kick-off (1)
- Conduct an on-site construction kick-off meeting with the contractor and subcontractors to review sustainability best practices during construction
- Provide a Construction Waste Management Plan and Indoor Air Quality Plan for contractors use
- Provide field observations and reports
- Attend pre-installation meetings coordinated with field observation visits
- Oversee and assist the contractor with the tracking and documentation requirements for the applicable LEED prerequisites and credits
- Review shop drawings and submittals, including compliance for LEED/sustainability compliance
- Provide clarifications and issue supplemental documents as necessary
- Review change orders
- Review pay requests
- Provide substantial completion and final completion inspections (2)
- Complete associated LEED certification documentation required (based on defined direction)
- Review O&M Manuals provided by Contractor

Exhibit B**REIMBURSABLE EXPENSES**

Prime Consultant: Handprint Architecture, Inc.

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.

Actual Costs

Large Format B&W Bond – First Set	\$ 0.09 per square foot
Large Format B&W Bond – Additional Sets	\$ 0.06 per square foot
Smart Color - B&W - First Set	\$ 0.09 per square foot
Smart Color - B&W - Additional	\$ 0.06 per square foot
Smart Color - Lines - First Set	\$ 0.20 per square foot
Smart Color - Lines - Additional	\$ 0.18 per square foot
BW Copies 8.5" x 11"	\$ 0.05 per image
BW Copies 11" x 17"	\$ 0.10 per image
Digital BW Print 1st Out 8.5" x 11"	\$ 0.06 per image
Digital BW Print 1st Out 11" x 17"	\$ 0.12 per image
Color Prints 8.5" x 11" (First Set) 24# Text	\$ 0.65 per image
Color Prints 11" x 17" (First Set) 24# Text	\$ 0.85 per image
Color Prints 12" x 18" (First Set) 24# Text	\$ 1.15 per image
Color Copies 8.5" x 11" 24# Text	\$ 0.55 per image
Color Copies 11" x 17" 24# Text	\$ 0.75 per image
Color Copies 12" x 18" 24# Text	\$ 1.05 per image
Color Prints 8.5" x 11" Premium Text	\$ 0.65 per image
Color Prints 11" x 17" Premium Text	\$ 0.85 per image
Color Prints 12" x 18" Premium Text	\$ 1.15 per image
Color Prints 8.5" x 11" Cover	\$ 0.85 per image
Color Prints 11" x 17" Cover	\$ 1.25 per image
Color Prints 12" x 18" Cover	\$ 1.35 per image
Small Format Scan – BW	\$ 0.10 per image
Color Scan up to 11" x 17"	\$ 2.00 per image
LF Document Scan – BW	\$ 1.00 per sheet
Digital Processing	\$ 0.25 each

Exhibit B

REIMBURSABLE EXPENSES

Consultant: McClaren Wilson & Lawrie, Inc

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

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

MWL reimbursable expenses will be limited to reprographics and travel. Both we submit at direct cost plus 10%.

Expected reimbursable expenses (all billed at direct cost + 10%):

- Airfare. We will fly coach class and shop for the best price available in any class of service that allows for seat selection.
- Hotels: Marriott Courtyard, Hilton Hampton Inn or equivalent. We seek Government Contractor or AAA rates whenever possible.
- Rental cars: We will use light rail and ride share instead of car rentals whenever possible. If we must rent a car it will be for a compact or smaller vehicle. _____
- Meals: We charge a flat daily rate of \$65 / day (including travel time)
- Misc: Airport parking, transit fares, etc.

Exhibit B

REIMBURSABLE EXPENSES

Consultant: Livable Cities Studio, Inc.

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8.5 x 11") - B/W	\$ <u>0.12</u> /each
Copies (11 x 17") - B/W	\$ <u>0.24</u> /each
Copies (8.5 x 11") - Color	\$ <u>0.80</u> /each
Copies (11 x 17") - Color	\$ <u>1.60</u> /each
External Printing/Plots	Billed at Cost

Exhibit B

REIMBURSABLE EXPENSES

Consultant: 360 Engineering, 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:

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.10</u> / each
Red-line copies	\$ <u>0.75</u> / S.F.
Reproducibles	\$ <u>1.50</u> / page

Exhibit B**CONSULTANT TEAM MEMBERS****PRIME CONSULTANT:** Martin/Martin, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal - Structural	Overall Contract Management. Structural engineering principal-in-charge, engineer-of-record, quality assurance, scheduling staff	\$200
Principal - Civil	Civil engineering principal-in-charge, engineer-of-record, quality assurance, scheduling staff	\$200
Associate - Structural	Project manager for individual task orders: manage subconsultants and internal structural engineering team	\$170
Associate - Civil	Project manager for civil engineering work on individual task orders	\$170
Senior Project Engineer	Structural or civil engineering investigation, design, consultation, and detailing for construction documents.	\$160
Senior Building Envelope Specialist	Building envelope investigation/design/construction	\$160
Project Engineer	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration services.	\$135
Building Envelope Specialist	Building envelope investigation/design/preparation of construction documents	\$130
Professional Engineer	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration services	\$125
Engineer-in-Training II	Structural or civil engineering investigation, design, and construction administration support	\$115
Engineer-in-Training I	Structural or civil engineering investigation, design, and construction administration support	\$105
Senior Designer	Design calculations, coordination of work in and out of house, design and review of construction documents, and quality control.	\$135
Designer	Completion of design calculations, coordination of work both in and out of house, and design of construction documents.	\$120
Technician III	Computer-aided drafting and modeling.	\$110
Technician II	Computer-aided drafting and modeling.	\$95
Technician I	Computer-aided drafting and modeling.	\$85
Professional Land Surveyor	Determine boundaries based on field evidence and other evidence, write legal descriptions, preparation of survey documents.	\$135
Survey Technician I	Process field survey data, prepare final drawing for design, boundary, and ALTA surveys including plotting of legal descriptions.	\$90
Survey Crew (Two-Man)	Collect design survey data in field. Collect evidence of boundary monumentation and ownership, and layout of design for construction.	\$210
Survey Crew (One-Man)	Collection design survey data in field. Collect evidence of boundary monumentation and ownership, and layout of design for construction.	\$135
Administrative Staff	Clerical duties, administrative requests, organize meetings, taking minutes, assistant in substantiation documentation.	\$80

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

3.10

rate:

1

Exhibit B**REIMBURSABLE EXPENSES**

Prime Consultant: MARTIN/MARTIN Inc.

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.

Actual Costs

Large Format B&W Bond – First Set	\$ 0.09 per square foot
Large Format B&W Bond – Additional Sets	\$ 0.06 per square foot
Smart Color - B&W - First Set	\$ 0.09 per square foot
Smart Color - B&W - Additional	\$ 0.06 per square foot
Smart Color - Lines - First Set	\$ 0.20 per square foot
Smart Color - Lines - Additional	\$ 0.18 per square foot
BW Copies 8.5" x 11"	\$ 0.05 per image
BW Copies 11" x 17"	\$ 0.10 per image
Digital BW Print 1st Out 8.5" x 11"	\$ 0.06 per image
Digital BW Print 1st Out 11" x 17"	\$ 0.12 per image
Color Prints 8.5" x 11" (First Set) 24# Text	\$ 0.65 per image
Color Prints 11" x 17" (First Set) 24# Text	\$ 0.85 per image
Color Prints 12" x 18" (First Set) 24# Text	\$ 1.15 per image
Color Copies 8.5" x 11" 24# Text	\$ 0.55 per image
Color Copies 11" x 17" 24# Text	\$ 0.75 per image
Color Copies 12" x 18" 24# Text	\$ 1.05 per image
Color Prints 8.5" x 11" Premium Text	\$ 0.65 per image
Color Prints 11" x 17" Premium Text	\$ 0.85 per image
Color Prints 12" x 18" Premium Text	\$ 1.15 per image
Color Prints 8.5" x 11" Cover	\$ 0.85 per image
Color Prints 11" x 17" Cover	\$ 1.25 per image
Color Prints 12" x 18" Cover	\$ 1.35 per image
Small Format Scan – BW	\$ 0.10 per image
Color Scan up to 11" x 17"	\$ 2.00 per image
LF Document Scan – BW	\$ 1.00 per sheet
Digital Processing	\$ 0.25 each

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: HCL Engineering & Surveying

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	Project Oversight	225.00
Civil Manager	Project and Task Management	160.00
Structural Manager	Project and Task Management	160.00
Senior Project Engineer	Design Tasks	135.00
Project Engineer	Design Tasks	125.00
Municipal Manager	Project and Task Management	190.00
Design Engineer II	Design Tasks	110.00
Design Engineer I	Design Tasks	100.00
Senior CAD Technician	CAD	110.00
CAD Technician	CAD	90.00
Administrative	Administrative Tasks	50.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.96.

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.

Exhibit B**REIMBURSABLE EXPENSES**Consultant: HCL Engineering & Surveying

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

Mileage outside Denver Metro Area \$0.56/mile

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.20 / each
Copies (8 1/2 x 14")	\$ 0.20 / each
Red-line copies	\$ / S.F.
Reproducibles	\$ <u>2.00</u> / page
Reproducibles on Mylar	\$ 25.00 sheet
Outside materials/service/supplies	\$ Cost plus 10%

Exhibit B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Group14 Engineering PBC

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal	Oversight and quality control	\$284.89
Principal	Oversight and quality control	\$203.49
Sr. Project Manager (sustainability)	Project management QC - general project oversight	\$153.29
Project Manager (sustainability)	Project management - general project oversight	\$121.77
Sustainability Technical Support	Technical support, research	\$112.43
Project Manager (energy)	Project management - general project oversight	\$134.62
Project Engineer	Energy analysis and consulting	\$131.17
Energy Engineer	Daylight consulting and modeling	\$123.11
Energy Engineer	Energy analysis support	\$120.88
Energy Technical Support	Technical support energy	\$112.82
Admin	Administration tasks	\$101.15

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2874 .

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.

Exhibit B

REIMBURSABLE EXPENSES

Consultant: Group14 Engineering PBC

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

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

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

No reproduction costs are required for Group14. LEED registration and certification costs are the only reimbursables anticipated.

Exhibit B

REIMBURSABLE EXPENSES

Consultant: K2 Audio, LLC

(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:

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.15</u> / each
Copies (8 1/2 x 14")	\$ <u>.18</u> / each
Red-line copies	\$ <u>.50</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

Exhibit B

REIMBURSABLE EXPENSES

Consultant: Shen Milsom & Wilke, LLC

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.35 / each
Copies (8 1/2 x 14")	\$ 0.45 / each
Red-line copies	\$ 0.0 / S.F.
Reproducibles	\$ 0.0 / page

Exhibit B

REIMBURSABLE EXPENSES

Consultant: JENSEN HUGHES (ADA/Accessibility Consultant)

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

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

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

Exhibit B

REIMBURSABLE EXPENSES

Consultant: Rider Levett Bucknall

(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:

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

Actual Costs

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

Exhibit B**REIMBURSABLE EXPENSES**Consultant: enLighten Engineering, LLC

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

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

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ 0.10 / each
Copies (8 1/2 x 14")	\$ 0.10 / each
Red-line copies	\$ 1.02 / S.F.
Reproducibles	\$ <u>5.30</u> / page

Exhibit B

Proposed Fee

The following spreadsheet represents the comprehensive services required to successfully deliver the full and complete renovation of DPD District 5 Replacement.

As required, the fee is on an hourly not-to-exceed basis and includes reimbursable expenses. A detailed breakdown of the fee by phase is attached.

		M/WBE	
BASIC SERVICES			
HANDPRINT ARCHITECTURE	ARCHITECTURE, INTERIORS, PROJECT MANAGEMENT		\$ 485,320
MCCLAREN WILSON LAWRIE	LAW ENFORCEMENT CONSULTING		\$ 145,465
HCL ENGINEERING	CIVIL ENGINEERING	Y	\$ 79,250
LIVABLE CITIES STUDIO	LANDSCAPE ARCHITECTURE	Y	\$ 59,850
MARTIN MARTIN	STRUCTURAL ENGINEERING		\$ 57,000
360 ENGINEERING	MECHANICAL, PLUMBING ENGINEERING	Y	\$ 190,011
ENLIGHTEN ENGINEERING	ELECTRICAL ENGINEERING	Y	\$ 42,240
JENSEN HUGHES	ADA & CODE CONSULTING		\$ 27,390
	SUB-TOTAL		\$ 1,086,526
EXPANDED SERVICES			
HCL ENGINEERING	SURVEY	Y	\$ -
K2	ACOUSTICS, A/V	Y	\$ 32,060
SHEN MILSOM WILKE	IT, SECURITY		\$ 61,127
GROUP 14	LEED / SUSTAINABILITY	Y	\$ 59,915
GROUP 14	COMMISSIONING	Y	\$ 39,650
RIDER LEVETT BUCKNALL	COST ESTIMATING		\$ 50,990
	SUB-TOTAL		\$ 243,742
TOTAL FEES			
		37.81%	\$ 1,330,268
REIMBURSABLE EXPENSES			
	BASIC REIMBURSABLES		\$ 29,250
	PLAN REVIEW FEE		\$ 36,200
TOTAL FEE & EXPENSES			
			\$ 1,395,718
ADDITIONAL SERVICES			
			\$ 75,000
GRAND TOTAL			
			\$ 1,470,718

Exhibit B

DPD DISTRICT 5- Handprint Architecture Tasks

Name	PRINCIPAL/PM		ARCHITECT		TOTAL
	HRS	RATE	HRS	RATE	
1 PRE DESIGN	0	\$ 185	0	\$ 165	\$ -
1.1 SCOPE AND FEE DEVELOPMENT	0	\$ 185	0	\$ 165	\$ -
1.2 CONTRACT APPROVAL	0	\$ 185	0	\$ 165	\$ -
1.3 NOTICE TO PROCEED	0	\$ 185	0	\$ 165	\$ -
1.4 PROJECT KICK-OFF	4	\$ 185	4	\$ 165	\$ 1,400
1.5 AS-BUILT MODELING	2	\$ 185	24	\$ 165	\$ 4,330
1.6 DESIGN SURVEY	2	\$ 185	0	\$ 165	\$ 370
2 PROGRAM VERIFICATION	32	\$ 185	0	\$ 165	\$ 5,920
2.1 DEVELOP DRAFT PROGRAM FROM PREVIOUS	0	\$ 185	0	\$ 165	\$ -
2.2 DEVELOP ADJACENCIES	0	\$ 185	4	\$ 165	\$ 660
2.3 PROGRAM PRECEDENT STUDY	0	\$ 185	4	\$ 165	\$ 660
2.4 PROGRAM WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
2.5 FINALIZE SPACE PROGRAM AND NARRATIVES	0	\$ 185	4	\$ 165	\$ 660
2.6 DEVELOP TARGET VALUE BUDGET	0	\$ 185	8	\$ 165	\$ 1,320
2.7 ALIGN BUDGET AND PRIORITIES	0	\$ 185	8	\$ 165	\$ 1,320
2.8 FINAL PROGRAM	0	\$ 185	4	\$ 165	\$ 660
3 SCHEMATIC DESIGN	40	\$ 185	0	\$ 165	\$ 7,400
3.1 DEVELOP CONCEPT PLAN OPTIONS	0	\$ 185	16	\$ 165	\$ 2,640
3.2 CONCEPT DESIGN WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
3.3 DEVELOP SCHEMATIC DESIGN	0	\$ 185	180	\$ 165	\$ 29,700
3.4 DESIGN PRECEDENT STUDY	0	\$ 185	4	\$ 165	\$ 660
3.5 LEED ANALYSIS	0	\$ 185	8	\$ 165	\$ 1,320
3.6 LEED WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
3.7 DEFINE METHOD TO SEPARATE SYSTEMS	0	\$ 185	4	\$ 165	\$ 660
3.8 ADA & CODE REVIEW	0	\$ 185	4	\$ 165	\$ 660
3.9 DESIGN COORDINATION WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
3.1 DESIGN NARRATIVES	0	\$ 185	12	\$ 165	\$ 1,980
3.11 COST ESTIMATE	0	\$ 185	8	\$ 165	\$ 1,320
3.12 SD SUBMITTAL	0	\$ 185	4	\$ 165	\$ 660
3.13 OWNER REVIEW	0	\$ 185	0	\$ 165	\$ -
3.14 SD REVIEW MEETING	4	\$ 185	4	\$ 165	\$ 1,400
3.15 PUBLIC INFO MEETING	4	\$ 185	4	\$ 165	\$ 1,400
4 DESIGN DEVELOPMENT	48	\$ 185	0	\$ 165	\$ 8,880
4.1 DEVELOP DD DOCUMENTS	0	\$ 185	596	\$ 165	\$ 98,340
4.2 ROOM DATA SHEETS	0	\$ 185	4	\$ 165	\$ 660
4.3 EQUIPMENT COORDINATION	0	\$ 185	4	\$ 165	\$ 660
4.4 FURNITURE SYSTEMS COORDINATION	0	\$ 185	8	\$ 165	\$ 1,320
4.5 DEVELOP SECURITY NARRATIVE	0	\$ 185	4	\$ 165	\$ 660
4.6 MATERIAL & FINISH OPTIONS	0	\$ 185	24	\$ 165	\$ 3,960
4.7 MATERIAL & FINISH SELECTIONS	0	\$ 185	8	\$ 165	\$ 1,320
4.8 ADA & CODE REVIEW	0	\$ 185	8	\$ 165	\$ 1,320
4.9 COORDINATION WORKSHOP (MAJOR SYSTEMS)	4	\$ 185	4	\$ 165	\$ 1,400
4.1 COORDINATION WORKSHOP (SPATIAL REQUIREM	4	\$ 185	4	\$ 165	\$ 1,400
4.11 LEED COORDINATION	0	\$ 185	8	\$ 165	\$ 1,320
4.12 DD SPECIFICATIONS (OUTLINE)	0	\$ 185	48	\$ 165	\$ 7,920
4.13 COST ESTIMATE	0	\$ 185	8	\$ 165	\$ 1,320
4.14 BUDGET ALIGNMENT WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
4.15 NARRATIVE ALTERNATES	0	\$ 185	8	\$ 165	\$ 1,320
4.16 DD SUBMITTAL	0	\$ 185	4	\$ 165	\$ 660
4.17 OWNER REVIEW	0	\$ 185	0	\$ 165	\$ -
4.18 DD REVIEW MEETING	4	\$ 185	4	\$ 165	\$ 1,400
5 CONSTRUCTION DOCUMENTS	48	\$ 185	0	\$ 165	\$ 8,880
5.1 DEVELOP CONSTRUCTION DOCUMENTS	0	\$ 185	516	\$ 165	\$ 85,140
5.2 SITE COORDINATION WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
5.3 MEP COORDINATION WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
5.4 STRUCTURAL COORDINATION WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
5.5 SECURITY SYSTEMS COORDINATION	0	\$ 185	8	\$ 165	\$ 1,320
5.6 DOOR HARDWARE COORDINATION	0	\$ 185	8	\$ 165	\$ 1,320
5.7 ADA & CODE REVIEW	0	\$ 185	8	\$ 165	\$ 1,320
5.8 LEED COORDINATION	0	\$ 185	8	\$ 165	\$ 1,320
5.9 SPECIFICATIONS	0	\$ 185	80	\$ 165	\$ 13,200
5.1 50% QC REVIEW	4	\$ 185	16	\$ 165	\$ 3,380
5.11 90% QC REVIEW	4	\$ 185	16	\$ 165	\$ 3,380
5.12 COST ESTIMATE	0	\$ 185	8	\$ 165	\$ 1,320
5.13 BUDGET ALIGNMENT WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
5.14 90% CD SUBMITTAL	0	\$ 185	4	\$ 165	\$ 660
5.15 OWNER REVIEW	0	\$ 185	0	\$ 165	\$ -
5.16 90% CD REVIEW MEETING	4	\$ 185	4	\$ 165	\$ 1,400
5.17 PUBLIC INFO MEETING	4	\$ 185	4	\$ 165	\$ 1,400
5.18 FINALIZE CONSTRUCTION DOCUMENTS	0	\$ 185	160	\$ 165	\$ 26,400
5.19 FINAL CD SUBMITTAL	0	\$ 185	4	\$ 165	\$ 660
6 PERMITTING	0	\$ 185	0	\$ 165	\$ -
6.1 PRELIMINARY BLDG DEPT MEETING	2	\$ 185	2	\$ 165	\$ 700
6.2 PRELIMINARY BLDG DEPT MEETING	2	\$ 185	2	\$ 165	\$ 700
6.3 PERMIT REVIEW & APPROVAL	0	\$ 185	72	\$ 165	\$ 11,880
7 CONSTRUCTION	48	\$ 185	0	\$ 165	\$ 8,880
7.1 BIDDING & PROCUREMENT	0	\$ 185	72	\$ 165	\$ 11,880
7.2 CONSTRUCTION	0	\$ 185	416	\$ 165	\$ 68,640
7.3 FINAL PUNCHLIST	4	\$ 185	12	\$ 165	\$ 2,720
7.4 FURNITURE INSTALLATION	0	\$ 185	4	\$ 165	\$ 660
7.5 OCCUPANCY	0	\$ 185	0	\$ 165	\$ -
7.6 RECORD DRAWINGS	0	\$ 185	80	\$ 165	\$ 13,200
7.7 11 MONTH WARRANTY WALK-THROUGH	4	\$ 185	4	\$ 165	\$ 1,400
	308		2596		\$ 485,320

DPD District 5 - Fee by Phase

		M/WBE	PHASE						
			PROGRAM	SD	DD	CD	CA	CLOSEOUT	
BASIC SERVICES									
HANDPRINT ARCHITECTURE	ARCHITECTURE, INTERIORS, PROJECT MANAGEMENT		\$ 485,320	\$ 18,700	\$ 54,000	\$ 135,260	\$ 156,700	\$ 106,060	\$ 14,600
MCCLAREN WILSON LAWRIE	LAW ENFORCEMENT CONSULTING		\$ 145,465	W/ SD	\$ 76,165	\$ 35,590		\$ 33,710	
HCL ENGINEERING	CIVIL ENGINEERING	Y	\$ 79,250		\$ 15,850	\$ 23,775	\$ 15,850	\$ 19,812	\$ 3,963
LIVABLE CITIES STUDIO	LANDSCAPE ARCHITECTURE	Y	\$ 59,850	\$ 8,025	\$ 8,850	\$ 15,375	\$ 17,700	\$ 9,900	
MARTIN MARTIN	STRUCTURAL ENGINEERING		\$ 57,000	\$ 2,550	\$ 5,100	\$ 10,200	\$ 22,950	\$ 9,180	\$ 1,020
360 ENGINEERING	MECHANICAL, PLUMBING ENGINEERING	Y	\$ 190,011		\$ 28,682	\$ 47,412	\$ 74,833	\$ 39,084	
ENLIGHTEN ENGINEERING	ELECTRICAL ENGINEERING	Y	\$ 42,240		\$ 5,920	\$ 10,120	\$ 16,120	\$ 9,080	\$ 1,000
JENSEN HUGHES	ADA & CODE CONSULTING		\$ 27,390		\$ 6,770	\$ 7,230	\$ 6,720	\$ 6,670	
SUB-TOTAL			\$ 1,086,526	\$ 29,275	\$ 201,337	\$ 284,962	\$ 310,873	\$ 233,496	\$ 20,583
EXPANDED SERVICES									
HCL ENGINEERING	SURVEY	Y	\$ -	\$ -					
K2	ACOUSTICS, A/V	Y	\$ 32,060		\$ 4,321	\$ 8,805	\$ 10,408	\$ 8,526	
SHEN MILSOM WILKE	IT, SECURITY		\$ 61,127	\$ 2,230	\$ 4,691	\$ 19,073	\$ 17,404	\$ 15,017	\$ 2,712
GROUP 14	LEED / SUSTAINABILITY	Y	\$ 59,915		\$ 9,251	\$ 17,881	\$ 19,089	\$ 13,694	
GROUP 14	COMMISSIONING	Y	\$ 39,650		\$ 1,677	\$ 1,638	\$ 4,248	\$ 32,087	
RIDER LEVETT BUCKNALL	COST ESTIMATING		\$ 50,990	\$ 8,078	\$ 12,780	\$ 24,690	\$ 5,442		
SUB-TOTAL			\$ 243,742	\$ 10,308	\$ 32,720	\$ 72,087	\$ 56,591	\$ 69,324	\$ 2,712
TOTAL FEES		37.81%	\$ 1,330,268	\$ 39,583	\$ 234,057	\$ 357,049	\$ 367,464	\$ 302,820	\$ 23,295
REIMBURSABLE EXPENSES									
	BASIC REIMBURSABLES		\$ 29,250	\$ 1,300	\$ 13,425	\$ 2,895	\$ 6,615	\$ 5,015	
	PLAN REVIEW FEE		\$ 36,200					\$ 36,200	
TOTAL FEE & EXPENSES			\$ 1,395,718	\$ 40,883	\$ 247,482	\$ 359,944	\$ 374,079	\$ 344,035	\$ 23,295
ADDITIONAL SERVICES			\$ 75,000						
GRAND TOTAL			\$ 1,470,718						

Exhibit B PROJECT SCHEDULE



September 9, 2019 at 3:06 PM



Exhibit B

DPD DISTRICT 5- Handprint Architecture Tasks

	Name	PRINCIPAL/PM		ARCHITECT		TOTAL
		HRS	RATE	HRS	RATE	
1	PRE DESIGN	0	\$ 185	0	\$ 165	\$ 0
1.1	SCOPE AND FEE DEVELOPMENT	0	\$ 185	0	\$ 165	\$ 0
1.2	CONTRACT APPROVAL	0	\$ 185	0	\$ 165	\$ 0
1.3	NOTICE TO PROCEED	0	\$ 185	0	\$ 165	\$ 0
1.4	PROJECT KICK-OFF	4	\$ 185	4	\$ 165	\$ 1,400
1.5	AS-BUILT MODELING	2	\$ 185	24	\$ 165	\$ 4,330
1.6	DESIGN SURVEY	2	\$ 185	0	\$ 165	\$ 370
2	PROGRAM VERIFICATION	32	\$ 185	0	\$ 165	\$ 5,920
2.1	DEVELOP DRAFT PROGRAM FROM PREVIOUS	0	\$ 185	0	\$ 165	\$ 0
2.2	DEVELOP ADJACENCIES	0	\$ 185	4	\$ 165	\$ 660
2.3	PROGRAM PRECEDENT STUDY	0	\$ 185	4	\$ 165	\$ 660
2.4	PROGRAM WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
2.5	FINALIZE SPACE PROGRAM AND NARRATIVES	0	\$ 185	4	\$ 165	\$ 660
2.6	DEVELOP TARGET VALUE BUDGET	0	\$ 185	8	\$ 165	\$ 1,320
2.7	ALIGN BUDGET AND PRIORITIES	0	\$ 185	8	\$ 165	\$ 1,320
2.8	FINAL PROGRAM	0	\$ 185	4	\$ 165	\$ 660
3	SCHEMATIC DESIGN	40	\$ 185	0	\$ 165	\$ 7,400
3.1	DEVELOP CONCEPT PLAN OPTIONS	0	\$ 185	16	\$ 165	\$ 2,640
3.2	CONCEPT DESIGN WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
3.3	DEVELOP SCHEMATIC DESIGN	0	\$ 185	180	\$ 165	\$ 29,700
3.4	DESIGN PRECEDENT STUDY	0	\$ 185	4	\$ 165	\$ 660
3.5	LEED ANALYSIS	0	\$ 185	8	\$ 165	\$ 1,320
3.6	LEED WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
3.7	DEFINE METHOD TO SEPARATE SYSTEMS	0	\$ 185	4	\$ 165	\$ 660
3.8	ADA & CODE REVIEW	0	\$ 185	4	\$ 165	\$ 660
3.9	DESIGN COORDINATION WORKSHOP	4	\$ 185	4	\$ 165	\$ 1,400
3.10	DESIGN NARRATIVES	0	\$ 185	12	\$ 165	\$ 1,980
3.11	COST ESTIMATE	0	\$ 185	8	\$ 165	\$ 1,320
3.12	SD SUBMITTAL	0	\$ 185	4	\$ 165	\$ 660
3.13	OWNER REVIEW	0	\$ 185	0	\$ 165	\$ 0
3.14	SD REVIEW MEETING	4	\$ 185	4	\$ 165	\$ 1,400
3.15	PUBLIC INFO MEETING	4	\$ 185	4	\$ 165	\$ 1,400
4	DESIGN DEVELOPMENT	48	\$ 185	0	\$ 165	\$ 8,880
4.1	DEVELOP DD DOCUMENTS	0	\$ 185	596	\$ 165	\$ 98,340
4.2	ROOM DATA SHEETS	0	\$ 185	4	\$ 165	\$ 660
4.3	EQUIPMENT COORDINATION	0	\$ 185	4	\$ 165	\$ 660
4.4	FURNITURE SYSTEMS COORDINATION	0	\$ 185	8	\$ 165	\$ 1,320
4.5	DEVELOP SECURITY NARRATIVE	0	\$ 185	4	\$ 165	\$ 660
4.6	MATERIAL & FINISH OPTIONS	0	\$ 185	24	\$ 165	\$ 3,960
4.7	MATERIAL & FINISH SELECTIONS	0	\$ 185	8	\$ 165	\$ 1,320
4.8	ADA & CODE REVIEW	0	\$ 185	8	\$ 165	\$ 1,320
4.9	COORDINATION WORKSHOP (MAJOR SYSTEMS)	4	\$ 185	4	\$ 165	\$ 1,400

Exhibit B

4.10	COORDINATION WORKSHOP (SPATIAL REQUIREMENTS)	4	\$	185	4	\$	165	\$	1,400
4.11	LEED COORDINATION	0	\$	185	8	\$	165	\$	1,320
4.12	DD SPECIFICATIONS (OUTLINE)	0	\$	185	48	\$	165	\$	7,920
4.13	COST ESTIMATE	0	\$	185	8	\$	165	\$	1,320
4.14	BUDGET ALIGNMENT WORKSHOP	4	\$	185	4	\$	165	\$	1,400
4.15	NARRATIVE ALTERNATES	0	\$	185	8	\$	165	\$	1,320
4.16	DD SUBMITTAL	0	\$	185	4	\$	165	\$	660
4.17	OWNER REVIEW	0	\$	185	0	\$	165	\$	0
4.18	DD REVIEW MEETING	4	\$	185	4	\$	165	\$	1,400
5	CONSTRUCTION DOCUMENTS	48	\$	185	0	\$	165	\$	8,880
5.1	DEVELOP CONSTRUCTION DOCUMENTS	0	\$	185	516	\$	165	\$	85,140
5.2	SITE COORDINATION WORKSHOP	4	\$	185	4	\$	165	\$	1,400
5.3	MEP COORDINATION WORKSHOP	4	\$	185	4	\$	165	\$	1,400
5.4	STRUCTURAL COORDINATION WORKSHOP	4	\$	185	4	\$	165	\$	1,400
5.5	SECURITY SYSTEMS COORDINATION	0	\$	185	8	\$	165	\$	1,320
5.6	DOOR HARDWARE COORDINATION	0	\$	185	8	\$	165	\$	1,320
5.7	ADA & CODE REVIEW	0	\$	185	8	\$	165	\$	1,320
5.8	LEED COORDINATION	0	\$	185	8	\$	165	\$	1,320
5.9	SPECIFICATIONS	0	\$	185	80	\$	165	\$	13,200
5.10	50% QC REVIEW	4	\$	185	16	\$	165	\$	3,380
5.11	90% QC REVIEW	4	\$	185	16	\$	165	\$	3,380
5.12	COST ESTIMATE	0	\$	185	8	\$	165	\$	1,320
5.13	BUDGET ALIGNMENT WORKSHOP	4	\$	185	4	\$	165	\$	1,400
5.14	90% CD SUBMITTAL	0	\$	185	4	\$	165	\$	660
5.15	OWNER REVIEW	0	\$	185	0	\$	165	\$	0
5.16	90% CD REVIEW MEETING	4	\$	185	4	\$	165	\$	1,400
5.17	PUBLIC INFO MEETING	4	\$	185	4	\$	165	\$	1,400
5.18	FINALIZE CONSTRUCTION DOCUMENTS	0	\$	185	160	\$	165	\$	26,400
5.19	FINAL CD SUBMITTAL	0	\$	185	4	\$	165	\$	660
6	PERMITTING	0	\$	185	0	\$	165	\$	0
6.1	PRELIMINARY BLDG DEPT MEETING	2	\$	185	2	\$	165	\$	700
6.2	PRELIMINARY BLDG DEPT MEETING	2	\$	185	2	\$	165	\$	700
6.3	PERMIT REVIEW & APPROVAL	0	\$	185	72	\$	165	\$	11,880
7	CONSTRUCTION	48	\$	185	0	\$	165	\$	8,880
7.1	BIDDING & PROCUREMENT	0	\$	185	72	\$	165	\$	11,880
7.2	CONSTRUCTION	0	\$	185	416	\$	165	\$	68,640
7.3	FINAL PUNCHLIST	4	\$	185	12	\$	165	\$	2,720
7.4	FURNITURE INSTALLATION	0	\$	185	4	\$	165	\$	660
7.5	OCCUPANCY	0	\$	185	0	\$	165	\$	0
7.6	RECORD DRAWINGS	0	\$	185	80	\$	165	\$	13,200
7.7	11 MONTH WARRANTY WALK-THROUGH	4	\$	185	4	\$	165	\$	1,400
		308			2596			\$	485,320

DESCRIPTIONS (Continued from Page 1)

and Volunteers, when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.