

## ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT

### Civic Center Next 100, Phase 1 Project - Contract Number 202370315

**THIS ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT** (the "Agreement") is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **STUDIO GANG ARCHITECTS, LTD.**, (the "Design Consultant"), an Illinois corporation, whose address is 1520 W Division St, Chicago, IL 60642 (the Design Consultant and the City are sometimes referred to herein collectively as the "Parties" or each individually as a "Party").

#### RECITALS:

1. The City, through its Department of Transportation and Infrastructure ("DOTI"), seeks "readily available" professional architectural and engineering design services and related technical services to support the Denver Civic Center Next 100, Phase 1 Project at the Greek Theater and Central Promenade at Civic Center Park located between Colfax Avenue and 14<sup>th</sup> Avenue and between Broadway and Bannock Street, Denver, CO (the "Project").

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

3. In response to the City's Request for Qualifications, dated September 21, 2022 (the "RFQ"), the Design Consultant has provided a responsive submittal, dated November 4, 2022, (the "Submittal") for such services to the City. The Design Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

#### **SECTION 1 – ENGAGEMENT**

**1.01 Engagement.** The City engages the Design Consultant to furnish professional architectural and engineering 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 Incorporation.** The Parties each hereby acknowledge the accuracy of the Recitals set forth above and incorporate the same into the operative provisions of this Agreement.

**1.03 Line of Authority for Contract Administration.** The City's Executive Director of the Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his or her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve 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 Denver Revised Municipal Code ("DRMC").

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

**2.01 General.** The Design Consultant shall provide professional architectural and engineering 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 element of the 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 element of the Project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as

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

- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, Construction Manager / General Contractor (CM/GC), 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 Consultant 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 the Project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's project team, 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 aspect of the 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 work being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on any aspect of the 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 element of the 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 work 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 element of the 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 element of the Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

**2.08 Additional Services.**

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall

not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

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

**2.09 Surveying and Testing.**

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of the Project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design

Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the Project.

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

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

- (b) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is nineteen percent (**19%**).
- (c) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:
  - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
  - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
  - (3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.



- (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1635.

### **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 **TWO MILLION FIVE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED AND THIRTY-TWO DOLLARS AND 00/100 CENTS (\$2,549,732.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibit A** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **ZERO DOLLARS AND 00/100 CENTS (\$0.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional

services under this contract is **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)**.

**3.04 Owner Design Allowance.** The maximum contract amount includes an Owners contingency for **FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00)**. Use of and Adjustments to Owners Allowance to be made at the sole discretion of the City.

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

**3.06 Maximum Contract Amount.**

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION SEVEN HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$2,799,732.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made 10 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 term of this Agreement shall commence on November 1, 2023 and expire on October 31, 2026, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her sole discretion, to extend the term of this Agreement by written agreement signed by the Director and the Design Consultant.

#### **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 the Project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the Project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

**5.02 Ownership of Documents.**

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

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

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

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

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

**5.07 Insurance.**

- (a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep

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

- (b) **Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of

insurance for all such subcontractors and subconsultants upon request by the City.

- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.
- (g) **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

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

Exhibit A	Scope of Work
Exhibit B	Key Personnel/Rates
Exhibit C	ACORD Certificate of Insurance
The RFQ	
The Submittal	

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

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C
- The RFQ
- The Submittal

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

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

**5.13 Conflict of Interest.**

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal



Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.

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

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

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

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

**5.17 Proprietary or Confidential Information.**

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

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

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

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

**5.20 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.

**5.21 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."

**5.22 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.

**5.23 Legal Authority.** Design Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf

of Design Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Design Consultant or the person signing the Agreement to enter into this Agreement.

**5.24 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 the Department of  
Transportation and Infrastructure  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

to the Design Consultant: Studio Gang Architects, Ltd.  
1520 W Division St,  
Chicago, IL 60642

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

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

**5.26 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.

**5.27 Electronic Signatures and Electronic Records.** Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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**Contract Control Number:** DOTI-202370315-00  
**Contractor Name:** Studio Gang Architects, Ltd.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202370315-00  
Studio Gang Architects, Ltd.

DocuSigned by:  
*Gregg Garmisa*  
4C28C646E45B49F...

By: \_\_\_\_\_

Gregg Garmisa

Name: \_\_\_\_\_

(please print)

Principal and General Counsel

Title: \_\_\_\_\_

(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

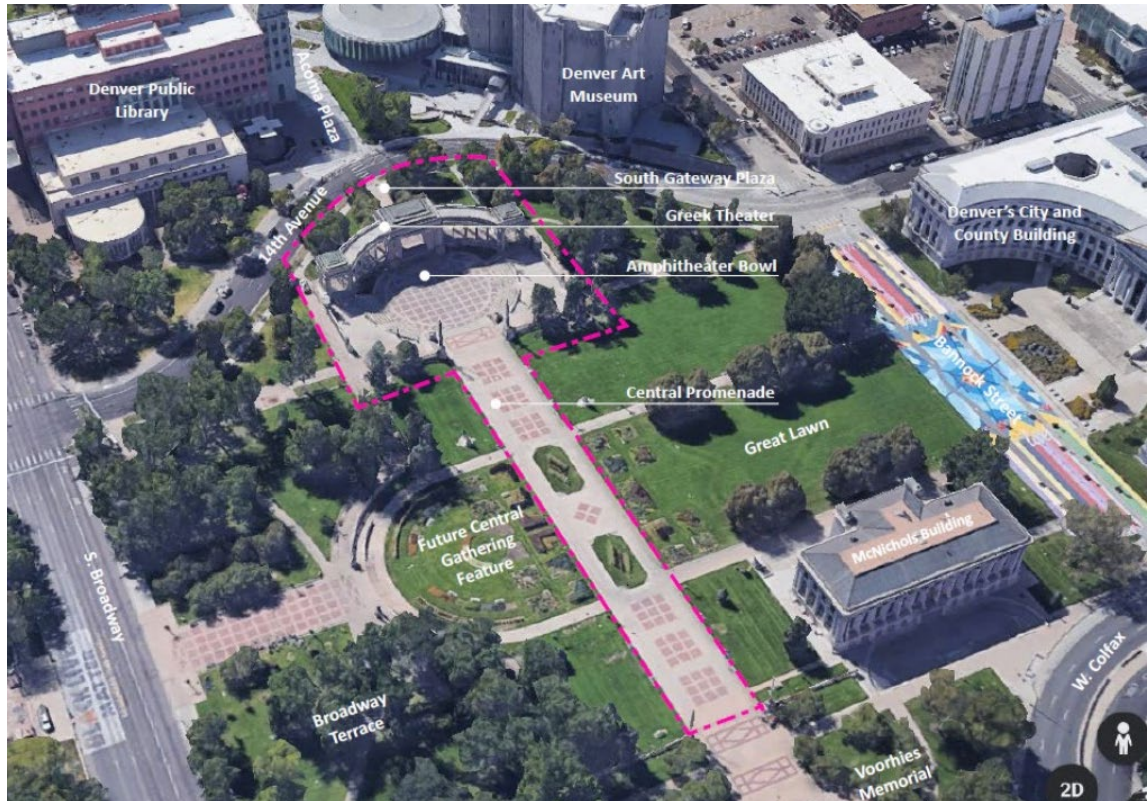
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# **Exhibit A**

## **Scope of Work**

# Studio Gang

## General Project Scope Description



*Site Boundary Map via DOTI*

Located within Denver's Civic Center Park, a 33-acre park just south of the central business district, this project is part of the 2017 Elevate Denver Bond Program, which is a ten-year \$937 million bond program approved by voters in 2017 for critical improvements to the city's infrastructure. The current proposal shall be for design and construction services for the first phase of implementation of the "Civic Center Next 100 Project," a 2021 design initiative to elevate and reimagine Denver's Civic Center over the next 100 years. The Civic Center Park is Denver's first National Historic Landmark and currently serves as a space for community events, assembly, performances, and daily outdoor activities within the heart of Denver's urban public space.

Phase I will include improvements for three distinct but connected areas within the park – the Greek Theater, the Central Promenade and the South Plaza. Together, these three areas shall be referred to as "Project A" scope. Designs should consider many factors, including adjacent civic institutions and proportions, urban design best practices, operations and maintenance, transit and mobility connections, historic significance, year-round events & programming, daily use, long-term adaptability, safety, and the ability to function as a space for public assembly. The design team will also consider prior planning efforts by others such as the Civic Center Master Plan, Design Guidelines and Concept Plan, as well as continued public engagement, to develop a project that speaks to the both the history and the future of this beloved public space.

# Studio Gang

Having recently celebrated its 100<sup>th</sup> Anniversary in 2019, the Greek Theater requires significant material and potential structural renovations to allow it to continue to function as a space for public assembly and once again become a premier outdoor performance venue. In addition, the Theater will require upgrades to ensure full ADA compliance for the first time in its history. The stage itself and the Amphitheater Bowl will be modified for ADA accessibility and a greater variety of performance sizes and types. Modifications to the Greek Theater shall meet the “permanent reversible” requirements as defined by the Secretary of the Interior, including preservation and rehabilitation of the historic “Allen True” murals located in the Theater’s Alcoves. The degree of historic or structural rehabilitation needed will be determined as part of the existing conditions documentation at the beginning of Concept Design phase. As well, the Greek Theater requires additional security, lighting, and consideration of other deterrents required for protection of the structures and visitors.

The Central Promenade is an important pedestrian corridor along the north-south “cultural axis” through the Civic Center Park. It has become another important space for hosting large-scale events in the city. Improvements shall include paving and material replacements, along with additional infrastructure to support temporary lighting, display poles, security cameras, wireless connectivity, water and electrical sources for events. Consideration for future event planning shall be considered, including food trucks, and as imagined by the “Civic Center Next 100 Project” design.

The South Plaza location is on axis with the Greek Theater, the Central Promenade and Acoma Plaza. The design challenge is to create a welcoming park plaza that honors the central axis, while also integrating an upgraded and accessible back-of-house facility for performers. The plaza improvements shall include grading and/or ramp improvements as necessary for the Greek Theater accessibility plan and upgrades to the existing infrastructure for sanitary and water connectivity as well as pedestrian in-grade lighting. The South Plaza redesign shall integrate a commemorative feature to honor the “Gang of 19” activists from the Atlantis/ADAPT community who, in 1978, blocked the busy intersection at Broadway and Colfax in protest against the lack of wheelchair accessibility on city buses, forcing the Regional Transportation District to become the first accessible transit system in the United States.

In addition, a contemporary canopy above the Greek Theater is currently under consideration and shall be referred to herein as “Project B” scope. “Project B” shall be designed and documented through the proposed 30% Construction Documentation phase. Consideration of later design and construction phasing for the canopy structure shall be dependent upon fundraising and determined together with the client following the 30% Construction Documents phase. The canopy is intended to provide weather protection for the performers and a portion of the Amphitheater Bowl and to include performance infrastructure such as sound equipment, video equipment and both house and theatrical lighting. The canopy shall meet the “permanent reversible” requirements as defined by the Secretary of the Interior and fit within the existing design guidelines for the park while supporting contemporary amenities and design.

## Project Budget

The Client estimates the hard cost construction budget to be \$9M for the Greek Theater, Central Promenade and South Plaza improvements (collectively “Project A”), with another potential source of funding for the proposed new Greek Theater Canopy Structure (“Project B”), currently estimated at a hard cost of \$10M. The projected fundraising capacity will need to be aligned with the project scope, budget and vision during the early design phases.

Costing by an independent A/E cost estimator is included at the end of Design Program Confirmation and Prioritization phase, 30% Construction Documents, 60% Construction Documents and 90% Construction Documents. Reconciliation with the CMGC is anticipated at all three milestone estimates.



# Studio Gang

## Scope of Work Summary

**Below is an overall summary of the A/E team scope of work and deliverables. In addition, the proposal shall incorporate by reference the detailed Scope of Work as provided in Section 3 of the RFQ dated 9.21.2022 and the "Gang of 19" engagement scope.**

### **Design Program Confirmation and Prioritization (Concept):**

As part of this phase, we will meet with key constituencies, partners, and stakeholders to define the project goals, scope, design principles and conceptual appearance of the project. The Concept shall build upon the "Civic Center Next 100" concept design initiative from Dec 2021. To begin, the Studio Gang team will also seek to confirm the scope of the program, detailed project schedule, project budget, project site boundary, and the proposed procurement or delivery method and other initial information necessary to manage the work. During this phase, the Studio Gang team will review prior planning efforts and explore new design options, narrowing to a single approach by the close of this phase. Sketches, renderings, and physical study models are part of the exhibits of this phase, employed for design and internal use. Community engagement on the part of the design team is included in this phase as required by Section 3 of the RFQ. Based on the project's requirements agreed upon with the client, the Studio Gang team will prepare and present, for the client's approval, a concept design illustrating the scale and relationship of the project components. Deliverables shall include a Concept Book and Program Matrix.

### **30% Construction Documents: Schematic Design (SD)**

Based on the client's approval of the project program and Concept Design documents, the Studio Gang team will prepare 30% Construction Documents for general quantification of the material components for the client's approval. These documents will consist of drawings and other documents including outline narratives by discipline, a master site plan and site sections, preliminary plans, building sections and exterior elevations. The documents may also include some combination of study models, perspective sketches, or digital modeling. Materials and design systems shall be noted in the drawings or described in writing. We will consider the value of material selections, systems, and equipment, together with other considerations based on program and aesthetics, in developing a design for the project that is consistent with the project goals. Deliverables shall include a 30% Construction Drawings, outline specifications, an opinion of probable cost and 3D model of proposed improvements.

### **60% Construction Documents: Design Development (DD)**

Based on the client's approval of the 30% Construction Documents, and on the client's authorization of any adjustments in the project requirements and the budget for the Cost of Work, the Studio Gang team will prepare 60% Construction Documents for the client's approval. These documents will illustrate and describe the development of the approved 30% Construction Documents and shall consist of drawings and other documents including plans, sections, relevant elevations, typical construction details, and diagrammatic layouts of systems to fix and describe the size and character of the project as to such elements as may be appropriate. The 60% Construction Documents will also include outline specifications that identify major materials and systems and establish in general their quality levels. The 60% Construction Documents will include a developed inventory of general quantities of the botanic, organic, and other living systems that the design specifies. Deliverables shall include 60% Construction Documents, security plan and security feasibility study, complete code analysis, technical specifications at an appropriate level, opinion of probable cost for reconciliation with the CM/GC, and an updated 3D model of proposed improvements.

# Studio Gang

## **90% and 100% Construction Documents: Construction Documents (CD)**

Based on the client's approval of the 60% Construction Documents and on the client's authorization of any adjustments in the project requirements and the budget for Cost of Work, the Studio Gang team will prepare 90% Construction Documents for the client's approval. The 90% Construction Documents will illustrate and describe the further development of the approved 60% Documents and will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and a complete inventory and general quantities of the botanic, organic, and other living systems that the design specifies; project specifications; and other requirements for the construction of the work. The Studio Gang team will incorporate into the 90% Construction Documents the design requirements of the governmental authorities having jurisdiction over the project. Deliverables shall include 90% and 100% Construction Documents, final bid documents, full CSI technical specifications, opinion of probable cost for reconciliation with the CM/GC, project permits and reports, utility clearance record, one final plan rendering, four high-quality perspective renderings chosen by the project management team, and an updated 3D model of proposed improvements.

## **Construction Administration (CA)**

SG will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the work completed and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. SG estimates an average minimum of once monthly onsite visits, with bi-weekly visits during periods when the trades are fully engaged. The local architect will be available for supplemental visits as might be reasonably required to administer the work. SG will also participate remotely in regular weekly OAC meetings, review and respond to Requests for Information in a timely manner, approve pay applications, and provide general support for the Owner and the Contractor to oversee the design intent of the work.

In accordance with the approved submittal schedule, the Studio Gang team will review and approve the contractor's submittals such as shop drawings, product data, and live media samples and other samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation of performance of equipment or systems, which are the contractor's responsibility.

The Studio Gang A/E Team punch list walk-through will be conducted (with representatives from the Owner's team if desired) to confirm the conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the contractor of the work to be completed or corrected.

# Studio Gang

## Project Management and Delivery

Contract Deliverables include the following benchmarks:

Check-sets will be printed once per phase for client review at approximately the mid-point of each phase, with the assumption that the schedule will not pause for mid-phase reviews.

Dedicated six-week Client Review & Costing/Reconciliation periods will follow drawing set issuances for 30% Construction Documents, 60% Construction Documents, and 90% Construction Documents.

The project assumes a CM/GC delivery model, with the onboarding of a Construction Manager for preconstruction services anticipated by the end of the 30% Construction Documents phase. At either 90% or 100% CDs, the documents will be issued for bidding and negotiation of a Guaranteed Maximum Price. Permitting will be based upon the final 100% Construction Documents issuance. If needed for compliance with permit comments, an Issued for Construction drawing set will be issued prior to the start of construction.

## Proposed Project Schedule: 32.5 Months

The assumed total project duration and project phases are outlined below. See Proposed Project Schedule for reference.

<b>Phase</b>	<b>Duration</b>
Design Program Confirmation & Prioritization	2.0 Months
30% Construction Documents	3.0 Months
Client Review/Costing (CR1)	1.5 Month
60% Construction Documents	3.5 Months
Client Review/Costing (CR2)	1.5 Month
90% Construction Documents	3.5 Months
Client Review/Costing (CR3)	1.5 Months
100% Construction Documents	1.0 Month
Bidding & Negotiations (BID)	(concurrent with permitting)
Permitting (PER)	3.0 Months (estimated)
Construction Administration (CA)	12 Months (estimated)
<b>Total Project Duration</b>	<b>32.5 Months</b>

# Studio Gang

## A/E Team Professional Services "Base" Fee

**\$2,599,732**

Based on the project requirements and scope of work for "Project A" and "Project B," Professional Services Fees are anticipated as follows in the matrix below.

Professional fees for "Project A" and Project B" (DPCP & 30%CD only) are fixed in the amount of \$2,599,733 which shall be considered herein as our "base fee." Professional fees for "Project B" (60%CD through CA) are *estimates only* and shall be reevaluated after the 30% Construction Documents phase in consideration of confirmed scope and budget for the canopy element.

### Project A

Discipline	DPCP	30% CD	60% CD	100% CD	PER	CA	Sub-Total
AOR SG	\$ 112,107	\$ 80,645	\$ 138,201	\$ 181,115	\$ 15,629	\$ 108,954	\$ 636,651
AA ST	\$ 17,154	\$ 26,040	\$ 22,299	\$ 17,110	\$ 5,880	\$ 88,500	\$ 176,983
STR TT	\$ 8,000	\$ 8,000	\$ 16,000	\$ 32,000	\$ 4,000	\$ 12,000	\$ 80,000
MEP RJA	\$ 4,200	\$ 8,400	\$ 25,200	\$ 24,600	\$ 2,400	\$ 34,200	\$ 99,000
CIV ASC	\$ 9,900	\$ 13,420	\$ 23,100	\$ 7,480	\$ 30,360	\$ 14,080	\$ 98,340
LA OLIN	\$ 45,000	\$ 70,000	\$ 80,000	\$ 110,000	\$ 7,000	\$ 10,000	\$ 322,000
ALA MB	\$ 62,472	\$ 20,104	\$ 8,251	\$ 7,891	\$ 2,550	\$ 24,829	\$ 126,097
TAA CB	\$ 17,500	\$ 26,250	\$ 35,000	\$ 43,750	\$ 3,500	\$ 49,000	\$ 175,000
LD HLB	\$ 10,000	\$ 45,000	\$ 40,000	\$ 55,000	\$ 3,000	\$ 27,000	\$ 180,000
HIST FL	\$ -	\$ -	\$ 2,100	\$ 1,000	\$ -	\$ 2,000	\$ 5,100
EXP S1	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ -	\$ 17,000
IRR HS	\$ 450	\$ 450	\$ 950	\$ 4,725	\$ -	\$ 2,310	\$ 8,885
COST VEN	\$ 26,000	\$ 28,100	\$ 35,100	\$ 38,000	\$ -	\$ -	\$ 127,200
ADA SP	\$ 19,500	\$ 21,500	\$ 23,500	\$ 25,500	\$ -	\$ 22,000	\$ 112,000
CODE CLS	\$ 2,450	\$ 1,750	\$ 1,400	\$ 1,400	\$ -	\$ 700	\$ 7,700
PUB NHN	\$ -	\$ -	\$ 12,000	\$ 3,398	\$ -	\$ -	\$ 15,398
GEO TBD	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
SURVEY TBD	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
<b>TOTAL</b>	<b>\$ 384,733</b>	<b>\$ 349,659</b>	<b>\$ 463,101</b>	<b>\$ 552,969</b>	<b>\$ 91,319</b>	<b>\$ 395,573</b>	<b>\$ 2,237,354</b>

### Project B Fixed Fee (Fees are fixed through 30% CD)

Discipline	DPCP	30% CD	60% CD	100% CD	PER	CA	Sub-Total
AOR SG	\$ 84,903	\$ 123,401	\$ -	\$ -	\$ -	\$ -	\$ 208,304
AA ST	\$ 15,546	\$ 24,031	\$ -	\$ -	\$ -	\$ -	\$ 39,577
STR TT	\$ 12,500	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ 25,000
MEP RJA	\$ 2,400	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ 7,200
TAA CB	\$ 7,000	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ 17,500
LD HLB	\$ 5,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
CODE CLS	\$ 1,750	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ 3,500
PUB NHN	\$ 15,399	\$ 13,198	\$ -	\$ -	\$ -	\$ -	\$ 28,597
HIST FL	\$ 5,200	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 7,700
<b>TOTAL</b>	<b>\$ 149,698</b>	<b>\$ 212,680</b>					<b>\$ 362,378</b>

# Studio Gang

Additional design scope may be added by a future contract amendment, as agreed upon by all parties and dependent upon funding, to complete the design of the Project B canopy element. Therefore, professional fees identified below for "Project B" (60%CD through CA) are *estimates only* and shall be reevaluated after the 30% Construction Documents phase in consideration of confirmed scope and budget for the canopy element.

## Project B Estimated Fee (Fees are estimated from 60% CD through CA)

Discipline	DPCP	30% CD	60% CD	100% CD	PER	CA	Sub-Total	
AOR	SG	\$ -	\$ -	\$ 66,422	\$ 89,167	\$ 8,931	\$ 107,168	\$ 271,688
AA	ST	\$ -	\$ -	\$ 23,226	\$ 16,190	\$ 4,272	\$ 114,972	\$ 158,660
STR	TT	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 6,250	\$ 18,750	\$ 100,000
MEP	RJA	\$ -	\$ -	\$ 10,800	\$ 6,000	\$ 1,200	\$ 12,000	\$ 30,000
TAA	CB	\$ -	\$ -	\$ 14,000	\$ 17,500	\$ 1,400	\$ 19,600	\$ 52,500
LD	HLB	\$ -	\$ -	\$ 18,000	\$ 24,000	\$ 1,000	\$ 12,000	\$ 55,000
CODE	CLS	\$ -	\$ -	\$ 1,400	\$ 1,400	\$ -	\$ 700	\$ 3,500
PUB	NHN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HIST	FL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>				<b>\$ 158,848</b>	<b>\$ 204,257</b>	<b>\$ 23,053</b>	<b>\$ 285,190</b>	<b>\$ 671,348</b>

# Studio Gang

## Professional Fee Notes

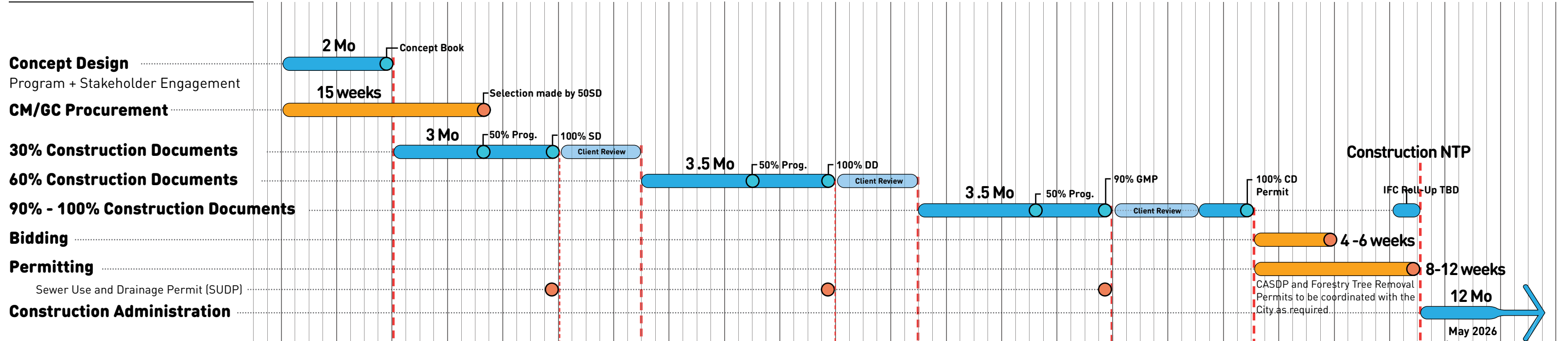
- 1) **Estimated Professional Fee:** Our Professional Service Fees and Consultant Fees are an estimate based on the scope of work as defined herein and in Section 3 of the RFQ dated 9.21.2022. If the scope of work changes, such changes will be considered an Additional Service as approved by the City.
- 2) **Project Schedule:** The durations indicated in the proposed project schedule define the assumed time-periods of active A/E Design Team engagement. Studio Gang acknowledges that the owner may request periods of brief and reasonable pauses (i.e., approximately a week or two or as agreed upon between SGA and CCD within two weeks). Such pauses shall be at no additional cost to the owner, provided these pauses do not require active A/E Design Team engagement. However, if any such pauses extend beyond a reasonable duration or constitute an indefinite suspension of work, Studio Gang requires sufficient time of no less than two weeks to remobilize our full A/E team prior to reengaging the project. All parties agree that any pause beyond three months could be subject to Additional Services. Additionally, if the scope of work as outlined herein were to increase, for any reason outside of the control of the A/E team (such as unforeseen market conditions, significant owner-requested redirection of the design, or contractor errors, etc.), then such changes may necessitate a negotiated extension of the active design phase durations and may be an Additional Service.
- 3) **Expenses:** Above Professional Fees *include* reimbursable expenses. Reimbursable expenses shall be managed internally and will not be invoiced to the client.
- 4) **Client Review Periods:** Our Client Review Period Professional Services Fee assumes a limited team is engaged to present the project development, review & analyze the cost estimates, participate in reconciliation meetings and value engineering discussions, provide responses to owner comments, redline the previous phase submission, and develop a workplan for the subsequent phase. Professional Fees for Client Review periods outlined in the project schedule *are included* in the preceding design phase professional fee.
- 5) **Value Engineering Phases:** Studio Gang will work with the owner, the CMGC, and the third-party cost estimator to help establish an alignment of scope and budget at every benchmark cost estimate. Cost Optimization (VE) services provided in Basic Services includes reviewing end of phase cost estimates through the 90% Construction Documents (GMP Set) and developing a detailed list of Cost Optimization (VE) strategies that will be tested and employed in the subsequent phases as the project design and coordination advances. If Studio Gang delivers a 60% Set that is in line with the Owner's budget per the third-party cost estimator's estimate and the Contractor's estimate ("reconciled estimate"), Studio Gang will not be responsible for covering the cost of additional value-engineering time and effort beyond the GMP Set. Should the 60% reconciled estimate exceed the owner's budget, Studio Gang will prepare a list of cost optimization (VE) options to achieve the owner's budget. Studio Gang will incorporate agreed upon VE items into the 90% Set at no additional cost unless Studio Gang and the Owner agree in writing that the nature and magnitude of the changes required warrants the need for additional compensation. Any additional VE time and effort required from the A/E Design Team beyond the 90% Set may be covered by the Owner as an Additional Service.
- 6) **Project Close-Out:** Professional Fees *include* Project Close-Out services during the Construction Administration phase. Studio Gang acknowledges that the duration of Project Close-Out could extend beyond Substantial Completion.
- 7) **Interior Design and FF&E:** Professional Fees *do not include* Interior Design and FF&E services.
- 8) **Stakeholder / Public Meetings:** Professional Fees *include* preparation of documents for, and attendance at stakeholder and public meetings as defined in Section 3 Task 3 of the RFQ dated 9.21.2022.
- 9) **Fundraising Support:** Fundraising support in the form of preparation for and participation in events, donor meetings, and philanthropic presentations *is not included* in the Professional Fees and will be billed as an Additional Service, except as defined in Section 3 Task 3 of the RFQ dated 9.21.2022

# Studio Gang

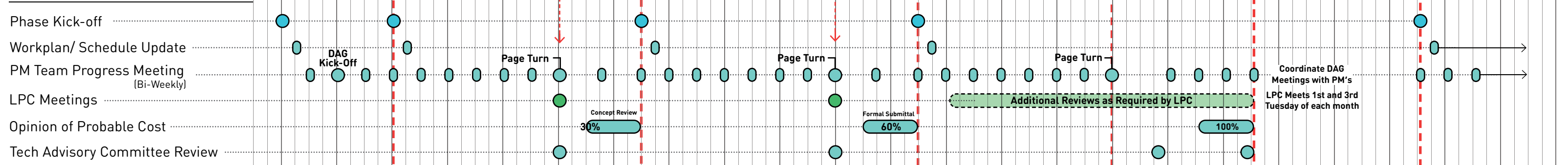
- 10) Physical Modeling: Physical modeling** for design and study throughout the course of the work *is included* in the Professional Fees. Physical modeling for presentation *is not included* in the fee and will be billed as an Additional Service. Studio Gang self-performs all physical modeling in the Studio Gang Model Shop.
- 11) Digital Modeling: Digital modeling** and rendering for design and study throughout the course of the work *is included* in the Professional Fees. In addition, eight (8) renderings for presentation or publication as defined in Section 3 Task 3 of the RFQ dated 9.21.2022 *are included*. Any additional presentation renderings will be billed as an Additional Service. Completed renderings (interior or exterior) are **\$7,000** per print-ready image, post-3D modeling.
- 12) Revit/BIM:** Revit/BIM is a software program used to produce the contract deliverable or 'Instruments of Service' (i.e., the drawings and specifications). SG will provide Revit and/or CAD-export files for information, reference, or record purposes only. Any such files shall not be used by the Contractor as the basis for construction or dimensioning, nor will use of such files supplant the requirement for independent shop drawings, field verification or GC coordination. During construction, extended participation in regular Revit/BIM coordination meetings between the general contractor and subcontractors *is not included* in the fee and will be billed as an Additional Service.

# Proposed Project Schedule

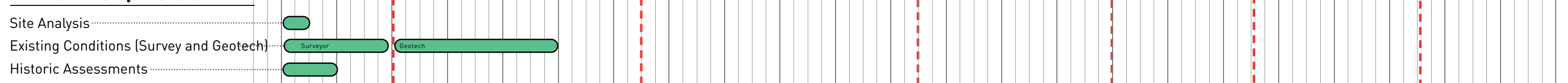
### TASK 4-8 DESIGN & CONSTRUCTION



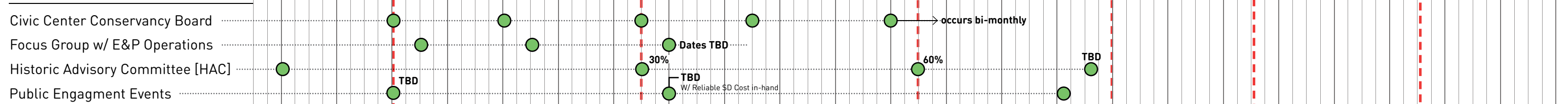
### TASK 1 PROJECT MANAGEMENT



### TASK 2 BASEMAPPING, SITE ANALYSIS, TESTING



### TASK 3 STAKEHOLDER ENGAGEMENT + GRAPHICS





### **SECTION 3 – SCOPE OF WORK**

#### **A. Task 1 – Project Management**

The Consultant shall manage the Consultant / Client, communications, schedule, and quality control. At a minimum, the Consultant shall provide the following:

- Hold a project kickoff meeting with key project team and stakeholders to review the proposed scope and schedule.
- Refine the project schedule and update as necessary throughout the entirety of the project.
- Develop an agenda for and lead all project meetings. Record and distribute meeting minutes within three (3) business days.
- Conduct regular bi-weekly progress meetings with the Project Management Team, which will include key City and Civic Center Conservancy Staff.
  - Maintain meeting minutes and provide copies to attendees within three (3) business days.
- Prepare meeting materials and agenda for (4) Interagency Executive Leadership Team meetings (“ELT”) with ELT members. Schedule to be determined at the project outset.
- Assume (4) Technical Advisory Committee Meetings (“TAC”) at 30%, 60%, 90% and 100% reviews.
- Project team to meet with the LPC at 30% design. Additional meetings and approvals may be necessary depending on the determination at 30% and any subsequent changes to the design. Consultant is responsible for meeting the formal approval of Denver’s Landmark Commission.
- Prepare monthly project invoicing and status reports.
- At project kick-off, Consultant shall discuss with Project Management Team the sheet set layout and breakout of packages for construction documentation.

#### **B. Task 1 – Deliverables**

- Meeting Agendas
- Meeting Minutes
- Project Schedule Updated Quarterly

- Monthly invoices and progress reports
- Meeting Materials
- Approval from LPC for the final design of Phase 1.

**C. Task 2 – Base Mapping, Site Analysis, Testing**

The Consultant shall visit and study the site, obtain all necessary survey, testing and reports necessary to design the project, and shall be responsible for their accuracy, adequacy, and content. The Consultant shall review information provided in all test results/reports and shall follow the recommendation of said reports unless – in the exercise of appropriate professional judgment – the Consultant discovers factors indicating the report/results are not reliable. DPR will provide the findings and test results of any previous studies done including in-house environmental report and Phase 1 Report by DDPHE. Consultant to provide:

- Geotechnical Investigation, Borings, and Report.
- Full survey including underground utilities per SUE requirements.
- Sound Survey to assess what maximum legal noise levels can be produced at different locations to determine optimal locations for maximum volume production or to assess what maximum legal noise levels can be produced at predetermined design locations. Sound Survey will help to comply with Denver’s Noise Ordinance.
- Review of Historic Structure Assessments (2021 + 2010 HSA’s).
- Soil analysis for soil amendment recommendations for intended landscape improvements.
- Analysis of proposed improvements and how these elements fit within the Civic Center Masterplan and Design Guidelines.
- Viewshed and context analysis of proposed improvements from significant vantage points and key pedestrian views within the site. This document shall be used for LPC review.

**D. Task 2 – Deliverables**

- Geotechnical Report
- Survey, shall meet DOTI’s SUE requirements
- Soil Analysis Report
- Sound Survey
- Memo documenting Consultant review of Historic Assessments and condition of the Greek Theater
- Memo documenting analysis of proposed improvements and adherence to guiding documents
- Viewshed and Context Analysis

**E. Task 3 – Design Program Confirmation and Prioritization**

As part of the *Civic Center Next 100*, the design program for the Greek Theater and Central Promenade was established. During this phase, the design team shall confirm the program for these spaces with the Project Management Team. As part of this task, the necessary program priorities for the types of events, programs and performances the design can accommodate with the project budget will be established. Examples of program elements to be confirmed include but are not limited to:

- Water and sanity hookups at the South Gateway Plaza
- Electrical needs and priorities for phase 1 improvements
- Review and further define program needs for the Greek Theater canopy and stage, av, lighting, and sound for performances, events and daily use
- Back of house functions for the Greek Theater

**F. Task 3 – Deliverables**

- Final program matrix

### G. Task 3 – Stakeholder Engagement and Graphics

Building upon the robust community engagement process established during the *Civic Center Next 100* Concept Design, the Consultant will be responsible for providing updates to the public and key stakeholders. The Consultant shall seek targeted design preference input at key milestones through “Public Engagement Touchpoints.” Given the citywide significance of the Civic Center 100 project, project success will require the support from a large number of internal and external stakeholders. Continuing to seek gain support for the Phase 1 final design before implementation will be critical to the success of all Phases. The public engagement approach is intended to be a collaborative effort between DPR and the Consultant with the Consultant leading design and presentation content and DPR supporting the effort through guidance and providing venues and meeting logistics. At a minimum, the Consultant shall provide the following:

- Kick off meeting with internal and external stakeholders.
- Attend and present design progress at four (4) Civic Center Conservancy Board Meetings
- Create a 1-page project summary with graphic and written content describing the project and timeline to be shared with the public and project stakeholders. Provide English and Spanish translation.
- The Consultant will be responsible to develop and submit quarterly project updates including graphic and written content for quarterly project updates for the Outdoor Downtown website, Civic Center Conservancy website and the *Civic Center Next 100* stakeholder email list.
- Assume (3) Focus Groups with Event & Performance Operators
- Assume (4) Historic Advisory Committee Meetings (“HAC”) for a project kick off and at 30%, 60%, and one additional coordination meeting.
  - This committee will be comprised of key members of Denver’s Historic resources stakeholders including Historic Denver, National Park Service, State SHPO Office/ History Colorado, and Denver’s Community Planning and Development, Landmark Office.
  - This committee is non-regulatory. These meetings are outside of the required LPC review. The purpose of this committee is to advise on potential historic resources issues prior to the LPC review and to keep historic resources stakeholders engaged through the final design process.
- Host (2) large scale public engagement events to update the community on the final design and seek public comment on targeted questions related to design development, refinements and alternatives. Meetings are assumed to be two (2) hours in length. The intent for the public events is to update the public on design evolution and seek specific feedback on targeted design and programming preferences. Consultant team will work with the Project Management Team to determine if public engagement will be in person or virtual.
  - Format for the public engagement events to be determined by the Consultant and Project Management Team in a public engagement plan and calendar to be reviewed by the Project Management Team at the outset of the project.
  - Likely a combination of in-person and virtual engagement will be necessary for outreach for this project.
  - Examples could include hosting one public meeting and one pre-recorded video update of project status and design evolution.
  - Both public events shall include an opportunity for input either via survey or other digital methods.
  - Develop a Public Outreach and Engagement Summary that compiles the outreach efforts for each public touch point and provide final plans, high quality renderings (during various seasons and event types) and graphics to be posted on the Outdoor Downtown website (DPR will post to website).

- Provide simultaneous Spanish interpretation for all public events.
- Provide all necessary meeting flyer graphics and content to advertise public events with English and Spanish translation.
- Assist the team by providing materials to be used at in-person engagement at Civic Center Park during events such as Civic Center Eats. Shall include (2) intercept surveys (paper and digital survey).
- Create meeting minutes and provide copies to attendees within three (3) business days.
- Follow-up with stakeholders/ steering committee/ Registered Neighborhood Organizations (“RNOs”) as needed.

*\*DPR staff will be responsible for advertising meetings, publishing news releases, and providing meeting locations.*

*\*\*All meeting presentation materials and engagement summaries shall be provided to DPR. All materials shall meet DPR’s ADA accessible documents standards for website postings.*

#### **H. Task 3 – Deliverables**

- Public Engagement Plan and Schedule to be discussed with Project Management Team at project kick off. This schedule should align with Construction Document milestones.
- Meeting Agendas and Minutes
- (2) Public outreach flyers to be developed at project milestones (500 copies each, English and Spanish)
- (1) Project 1 pager summary for this phase of work with graphic/ written content (English and Spanish)
- (2) Public Engagement Events
- (2) Rounds of public touch point materials including graphics, plans, diagrams, renderings
  - Each public touch point should include at a minimum (1) updated plan view renderings and (4) high quality perspective renderings (perspective renderings should include different seasons, people and various event types and scales. Views to be chosen with Project Management Team).
  - Alternatively, consultants could provide (1) digital fly through of proposed improvements with high quality plan view and (4) perspectival stills (renderings shall include h people at during various seasons and event types).
  - (2) Public Input Survey’s and/ or other digital feedback opportunities (paper and digital)
  - Content to be used at in person events at Civic Center Park
  - (2) Public and Stakeholder Engagement Summary including results from meetings and surveys for each public touch point.
- Graphic and written content for quarterly project updates for the Outdoor Downtown website

#### **I. Task 4 – Construction Documents (“CD”) – 30%**

Starting with the guiding documents from the *Civic Center Next 100* concept plan, and incorporating stakeholder and public input from Task 2, the Civic Center Master Plan and Design Guidelines, and City-supplied supporting documents, the Consultant will develop and refine the plans to a Schematic Design (30%) level for City Engineering and Regulatory review and DPR QA/QC Review. 30% submittal will include the following:

- Construction Documents:
  - Building upon the conceptual design, provide 30% (schematic) design of architectural, landscape, civil, structural, mechanical, electrical, and all supporting project components

- 30% CDs shall include, but are not limited to, the following sheets: Cover sheet, existing conditions plan, erosion control plan, tree protection plan, demolition plan, utilities plan, grading plan, site layout and materials plan, enlargement plans, sections, non-standard details, and historic rehabilitation /building plans and elevations for the Greek Theater and other site structures.
- Provide Outline of Specifications.
- Opinion of Probable Cost.
  - Break down the estimate into major components that correspond with funding sources and include general conditions, contingency and escalation.
  - If the estimate exceeds the construction budget, provide recommended reductions, deletions and/or modifications that will enable the project to be constructed within budget.
- Submittal to meet requirements for ER and DPR QA/QC 30% review – include all required items per ER checklist and DPR Construction Documents Checklist.
- Submit 30% plans for LPC Review.
  - Include massing and material studies.
  - Project materials as required by Denver’s LPC for review.
  - Viewshed studies from key vantage points including pedestrian views will be required.

#### **J. Task 4 – Deliverables**

- 30% Schematic Design Construction Drawings for ER and DPR QA/QC Review
- 30% Design Drawings submitted to LPC. Attend Landmark Review.
- Outline Specifications
- Opinion of Probable Cost (30% level)
- 3-D model of proposed improvements

#### **K. Tasks 5-8 – Construction Documents (“CDs”)**

- Task 5 – 60% Construction Documents
- Task 6 – 90% Construction Documents
- Task 7 – 100% Construction Documents
- Task 8 – Bid Documents

Building on the 30% CD submittal and incorporating all review comments at 30%, 60% and 90% for City Engineering and Regulatory review and Parks QA/QC Review the Consultant shall provide, at a minimum, the following services for preparing permit-ready construction documents for public bidding:

- Prepare Construction Documents.
  - Construction Documents shall be permit ready and include at minimum the following sheets: cover, survey, existing conditions/control, drainage report, SWMP for CASDP, SUDP, building permit, tree protection, demolition, utilities (electrical, lighting plumbing, mechanical), grading, site plan, enlargement plans, materials, site details, planting, irrigation, structural, and electrical.
- Meeting with City Staff after 30%, 60% and 90% CD review has been completed to review comments and concerns.

The construction documents shall include complete drawings compliant with the City’s Construction General Contract conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable, and final detail. The below should be updated at 30%, 60%, 90%, 100% milestones:

- Revise design based on LPC feedback.
- Technical Specifications.

- Opinion of Probable Cost. If the project is estimated higher than the project budget the Consultant shall provide bid alternates or revise design as necessary to keep within budget.
- Recommendations for budget compliance at each phase.
- Submittal to ER for 60%, 90%, and 100% reviews.
  - The Consultant will be responsible for any additional submittals needed to address and clear ER, building department, QA/QC, and other agency review comments prior to issuing the completed plan set for bidding and construction.
- Submittal to DPR QA/QC Team for parallel review during 60% and 90% ER submittals.
  - All public graphics shall include Spanish translations and have an ADA accessibility audit completed.
- One (1) overall illustrative plan rendering and four (4) perspective graphics to reflect the final 100% complete design and project improvements to be used by DPR for flyer, social media and website.

Review meetings with DPR and DOTI staff.

- Assume three (3) comment resolution meetings, one (1) after each review cycle (60%, 90%, and 100%).
- Coordination with utility providers as needed for potential impacts, necessary relocations or improvements.
- Consultant should provide any necessary subsurface investigation through Geotech and environmental specialists Public Health and Environment (DDPHE) on project requirements for soil use/disposal.
  - estimate site demo and excavation that will need to be taken off-site to DADS.

Denver has a 1% for public art program that will be applicable to this project. Assist the City in implementing the Public Art Program.

Consultant is responsible for obtaining approval from LPC. Major changes to the design shall be reviewed and reapproved at LPC.

#### **L. Task 8 – Construction Documents for Bid Set**

The Final Construction Documents shall include:

- Approved and stamped plans, technical specifications book, cost estimate for DOTI bid form, and utility clearance record.
- All final plans and specifications shall bear the signature(s) and seal(s) of the Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the construction documents, including all plans and specifications, will be signed and sealed, in whole or in part, as appropriate, by the licensed professional engineer, architect, and/or design professional in charge of the preparation of such plans and specifications or parts thereof. The Consultant shall be ultimately responsible for all design work provided under the Agreement.
- The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The Consultant will be required to pay the review fees and will be reimbursed for the fees per the contract. The City will lend any required assistance, such as signing applications(s).
- Acceptance of the construction documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions, or errors.

**M. Task 5-8 – Deliverables**

- Construction Drawings (60%, 90%, 100% and bid set)
- Event/performance security plan for the Greek Theater operations including secure access points for guests and back of house areas for performers.
- Feasibility study for permanent ways to secure the Greek Theater for ticketed events and during periods of Greek Theater closure.
- Complete code analysis (60%)
- Technical Specifications Book (60%, 90%, 100% and bid set)
- Assist the City with the preparation of Special Conditions to supplement the City's Standard Specifications for Construction General Contract Conditions, 2011 Edition
- Opinion of Probable Cost (60%, 90%, 100%)
- Review and reconcile each Opinion of Probable Cost with CM/GC estimate (if applicable)
- Value Engineering (as required)
- Final Bid Set
- One (1) Final Plan Rendering
- Four (4) Final high-quality perspective renderings (perspective renderings should include different seasons, people and various event types and scales. Views to be chosen with the Project Management Team).
- Project Permits and Reports - Consultant will submit applications for all permits, City will pay permit fees for review, Contractor will pay permit fees for construction
- Utility Clearance Record
- Updated 3-D model of proposed improvements

**N. Task 9 – Bidding and Construction Administration (“CA”)**

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

- Attend pre-bid meeting.
- Provide administrative services during the bidding process including addenda responses and clarifications to questions as necessary.
- Attend Owner, Architect, Contractor (“OAC”) meetings and site visits, conducted at the project site.
  - The Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- Review and respond to submittals, shop drawings, mock-up reviews, and RFIs, issue ASIs as necessary.
  - The Consultant will assist the Project Manager with interpreting the requirements of the project plans and specifications. The Consultant will render written interpretations within ten (10) business days of receipt of any written request (or an alternative agreed upon time limit).
- Observe and review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the contract documents. If any work is not in conformance with the contract documents, the Consultant shall immediately notify the Project Manager, followed by a written report of such nonconformance to both the nonconforming contractor and the City. The Consultant, however, does not assume and is not responsible for any of the contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Consultant

shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the work is being performed in compliance with the contract documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.

- Assist with reviewing and clarifying change orders.
- Attend Punchlist/Substantial Completion walk.
- Attend Final Acceptance walk.
- Attend one (1) year warranty walk.

**O. Task 9 – Deliverables**

- Addenda Responses
- Submittal Reviews
- RFIs
- ASIs
- Field Observation Reports
- Change Order Reviews

**P. Task 10 – Supplemental Services**

- Assume and hold 10% of the design fee for contingency for additional scope that may be necessary and not anticipated in the RFP or proposal.

**Q. General Requirements**

- Proposals shall be broken out by phase: 30%, 60%, 90%, 100% and Construction Administration. Please also include reimbursables by Phase.
- Consultant's design is required to receive approval from Denver's Landmark Commission. Assume a 2-stage review process and for any subsequent milestones where major revisions deviate from 30% review.
- The design shall not compromise Denver Civic Center's status as a National Historic Landmark and follow the guidance of existing planning documents including the Civic Center Masterplan and Design Guidelines.
- Design shall follow the Secretary of the Interior's Standards for the Treatment for Rehabilitation - <https://www.historycolorado.org/secretary-interiors-standards-rehabilitation>.
- Any conflicts of interests for the Consultant shall be disclosed at the beginning of the RFQ process.
- All graphic, written and video documents shall meet DPR's ADA requirements.



## **Stakeholder Engagement Focus Area: Disability Inclusion and Gang of 19 Commemoration at the South Plaza**

In recognition of the significance of disability community inclusion in the project process, to deliver a South Plaza design that properly respects the Gang of 19 history, and which is wholeheartedly welcoming of the disabled community today, the intent and expectation of this focused engagement is for the input to have a meaningful impact on the design of the South Plaza and Greek Theater. In addition to including these topics in the broader public engagement materials and events for the full project, the consultant will provide the following:

- Three (3) virtual engagement strategy meetings with DPR and the Denver Division of Disability Rights to develop engagement plan goals and strategies for this target community.
- Three total – including two (2) hybrid (potentially the 3<sup>rd</sup> as well, tbd) Focus Group meetings conducted with disability rights advocates and disability community members. [third engagement, if in-person would occur same-day as a Community Outreach Meeting]
- Attendance and outreach presentations at up to five (5) existing disability organization meetings (e.g., Commission for People with Disabilities monthly meeting). Local representation is appropriate for these meetings
- It is expected that synthesis of key takeaways from all engagement for this focus area will be incorporated into engagement summary documentation for the full project and fully integrated into the design approach for this significant space.
- All public engagement should meet disability accessibility best practices and ADA compliance, including but not limited to the following list. Specific coordination and strategies will be determined in partnership with DPR and the Division of Disability Rights during the development of the engagement plan.
  - Meeting setup and siting to ensure accessibility for mobility impairments
  - All public-facing materials and documents to be ADA compliant for visual impairment (contrast, text descriptions for images, screen-reader accessible, etc.)
  - At attendee request, the City will provide: American Sign Language interpretation, assistive listening devices, and open captioning for virtual meetings

# **Exhibit B**

## **Key Personnel and Rates**

# Studio Gang

## Studio Gang A/E Team

<b>AOR</b>	Architect	<b>Studio Gang</b>	<b>Jeanne Gang</b> , Founding Principal <b>Juliane Wolf</b> , Design Principal <b>Corbin Keech</b> , Senior Project Leader
<b>AA</b>	Associate Architect	<b>StudioTrove</b>	<b>Anne Pharamond</b> , Senior Project Manager
<b>S</b>	Structural Engineer	<b>Thornton Tomasetti</b>	<b>Jeffrey D/Andrea</b> , Associate Principal
<b>MEP</b>	MEPFP Engineer	<b>RJA</b>	<b>Theresa Gray</b> , PE <b>Darin Ramirez</b> , PE
<b>C</b>	Civil Engineer	<b>Aschermann</b>	<b>Jane Aschermann</b> , Principal
<b>LA</b>	Landscape Architect	<b>OLIN</b>	<b>Susan K. Weiler</b> , Principal <b>Jamee Kominsky</b> , Associate
<b>ALA</b>	Assoc Landscape Arch	<b>Mundus Bishop</b>	<b>Tina Bishop</b> , Principal
<b>TAA</b>	Theater/Acoustics/AV	<b>Charcoal Blue</b>	<b>Clemeth Abercrombie</b> , Project Principal
<b>LD</b>	Lighting Design	<b>HLB</b>	<b>Michael Lindsey</b> , Associate Principal
<b>HIST</b>	Historical Consultant	<b>Freight Leadville</b>	<b>Nan Anderson</b> , Principal
<b>EXP</b>	Permit Expeditior	<b>Service First</b>	<b>Trina Borja</b> , Senior Project Manager
<b>IRR</b>	Irrigation Consultant	<b>Hydrosystem</b>	<b>Jill Bersano</b> , President
<b>COST</b>	Cost Estimator	<b>Venue</b>	<b>Sean Ryan</b> , Principal
<b>ADA</b>	Accessibility Consultant	<b>Studio Pacifica</b>	<b>Karen Braitmayer</b> , Principal
<b>CODE</b>	Code Consultant	<b>Codified Life Safety</b>	<b>Jeffrey Evans</b>
<b>PUB</b>	Public Engagement	<b>NHN Consulting</b>	<b>Nora Neureiter</b>

### Additional Consultants

Consultants and client consultants who may be required, but whose fees **are not included** in this proposal, include (but are not limited to): The scope of the site will be finalized in the early design phases with assistance from SG.

Traffic Consultant  
Environmental Testing Engineers/Agency  
Soils Engineer  
Telecom Designer

**Attachment 2 – Consultant/Sub-Consultant Team Members**

**CONSULTANT TEAM MEMBERS**

Prime Consultant: Studio Gang Architects, Ltd. (Studio Gang)

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

Title/Classification	Responsibilities	Rate/Hr.
Founding Principal	Leads all aspects of design; shapes design concept and direction	550
Managing Principal	Leads project management, ensuring all commitments are met at every stage	450
Design Principal	Comprehensive design oversight; guides design progress on a weekly basis	350
Senior Director	Leads projects in design, design management, or another specialized area	325
Director	Leads projects in design, design management, or another specialized area	285
Sr Proj Leader	Manages and coordinates all aspects of large complex projects	240
Proj Leader/Sr Designer	Manages and coordinates all aspects of small to medium projects	195
Architect II	Contributes to planning, design, coordination and documentation	180
Architect I	Contributes to planning, design, coordination and documentation with guidance	140
Intern	Under supervision, develops designs and performs specific architectural assignments	100
Digital Modeling	Management and design of 3D visualization; renderings	180
Physical Modeling	Management and design of physical models	150
Admin Support	General office support	100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:  $\frac{3.5 \text{ average}}{\text{_____}}$ .

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Aschermann Consulting, LLC

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	Civil Project Management and Civil Designer	220

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: CharcoalBlue

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.
<b>Managing Partner</b>	Global Leadership, Vision, Business Management	\$345
<b>Senior Partner</b>	Global Leadership and Vision, Business Management	\$290
<b>Partner</b>	Business Unit Leadership and Design Leadership	\$265
<b>Director/Principal</b>	Team Leadership, Design, Project oversight,	\$245
	Business Unit Management	
<b>Sr Sr Consultant</b>	Design, Project Management, Staff Leadership	\$230
<b>Sr Consultant</b>	Design, Project Management, Staff Leadership	\$225
<b>Consultant</b>	Project Management	\$205
<b>Intern/Admin</b>	Project Support	\$150

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9.

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

### SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Codified Life Safety

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 management and technical consulting	\$175.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.

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

### SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: HLB Lighting Design

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

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge	Manages the work of 2-5+ team members, and leads design project work. Is a technical leader and expert in their field tasked with the responsibility to understand and interpret the overall project goals.	\$330.60
Consulting Principal		\$330.60
Senior Director	Manages the work of 2 - 10+ team members and leads the design project work. Offers best-in-class technical and design support.	\$320.82
Director	Manages the work of 2 - 5+ team members and leads the design project work. Offers best-in-class technical and design support.	\$298.69
Associate Director	Manages the work of 1 - 5+ team members and leads the design project work. Offers best-in-class technical and design support.	\$288.60
Senior Associates	Manages and/or supports the work of 2 or more team members and is an experienced project manager. Responsible for full delivery of a project from start to finish with the team, and ownership of all associated tasks.	\$234.40
Associates	Manages the work of 1 or more team members and is an experienced project manager. Responsible for full delivery of a project from start to finish with the team, and ownership of all associated tasks.	\$188.86
Senior Designer	Supports and/or manages the work of 1 or more team members and is a project manager. Takes the design intent and turns it into the work product.	166.03
Designers	Supports the work of 1 or more team members and assists in the lighting design process.	\$149.66
Design Assistants		\$117.40
Administrative	Includes all responsibilities not listed above.	\$80 - \$150

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 4.43.

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



**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Hydrosystems. KDI, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Main contact, oversees team	\$140.00
Senior Associate	Project Manager, attends meetings, oversee design, QC	\$125.00
Associate	Irrigation Design, Spec's Cost Estimate	\$115.00
Site Personnel	Site observation, submittal reviews, RFIs	\$105.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.25.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: K2 Audio, LLC

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	Design, Project Management, Supervision	\$199.40
Senior Consultant	Design, Project Management	\$124.55
Consultant	Design, Drafting Measurements	\$97.33
Senior Designer	Design, Drafting Measurements	\$82.99
Designer	Drafting, General Support	\$55.70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.21.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Mundus Bishop Design, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project lead, oversight, quality assurance	\$ 190.00/hr.
Project Manager	Project management	\$ 150.00/hr.
Senior Landscape Architect	Planning and design lead	\$ 150.00/hr.
Senior Planner	Planning and design lead	\$ 150.00/hr.
Project Landscape Architect	Planning and design	\$ 120.00/hr.
Staff Landscape Architect	GIS, AutoCAD drawings, graphics	\$ 100.00/hr.
Landscape Designer	Production, renderings, specifications	\$ 90.00/hr.
Administrative	Invoicing, clerical work	\$ 115.00/hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.4.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Nan Anderson

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.
Preservation Architect	Preservation Consultation/Design & Compliance	\$210

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: \$210.

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

**SUB-CONSULTANT TEAM MEMBERS**Sub-Consultant: NHN Consulting llc

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.
Owner	Public Engagement Strategy	\$150.00
Outreach Support	Public outreach support and communication	\$130.00
PI Specialist	Engagement Strategy and outreach support	\$135.00
Outreach/Lang Support	On-site, in-person dual language support	\$115.00
Administrator	Logistics, digital outreach, administration	\$90.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.27.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Olin Partnership, Ltd. ("OLIN")

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 / Partner L1	Project leadership and visioning	\$350
Principal / Partner L4	Project leadership and visioning	\$250
Associate	Day-to-day project management	\$195
Senior Landscape Architect	Design staff leadership	\$175
Landscape Architect 3 / Landscape Designer 3	Research, diagramming, design drawing and presentation production	\$155
Landscape Architect 2 / Landscape Designer 2	Research, diagramming, design drawing and presentation production	\$135
Landscape Designer 1	Research, diagramming, design drawing and presentation production	\$115
Draftsperson	Drafting and design documentation in CAD	\$80
Graphic Specialist	Graphic design leadership and QC	\$140
Graphic Designer	Graphic design production	\$115
Research Librarian	Digital and analog reference research	\$110
Contract Administrator	Administrative support with contractual paperwork	\$110
Revit Specialist	Drafting and design documentation in BIM	\$170
Model Maker	Physical model production	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.6.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction 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.

### SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Ramirez, Johnson, and Associates

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

Title/Classification	Responsibilities	Rate/Hr.
Electrical Engineer	Electrical design, management, and plan production.	\$140
Mechanical Engineer	Mechanical design, management, and plan production.	\$140
Principal	Design oversight, quality control, and coordination.	\$170
Administration	Contract administration, AR/AP, document management	\$70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Service First Permits, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Contract management and permit strategy	\$225
Sr. Permit Manager	Permit strategy and delivery oversight	\$200
Permit Manager	Permit management activities	\$150

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

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



**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Studio Pacifica

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	Over-site, project management	300
Senior Accessibility Specialist	primarily responsible for reviews of construction drawing sets for compliance with federal and state accessibility codes—including the 2010 ADA Standards, the 2012 and 2015 IBC, the 2009 ICC A117.1—and other applicable guidelines, such as the Fair Housing Act and the Uniform Federal Accessibility Standards.	200
Accessibility Specialist	project management, construction documentation and construction observation	200
Accessibility Specialist	reviews of construction drawing sets for compliance with federal and state accessibility codes and other guidelines such as the Fair Housing Act and Uniform Federal Accessibility Standards	200
Project and Office Manager	Project management, construction observation, billing, office management	150
Marketing Coordinator	Various administrative duties	100

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

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: studiotrope Design Collective

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, primary point of contact, designer	\$195
Senior Project Manager	Oversight of project management	\$178
Designer III	Technical detailing, consultant coordination, drafting oversight, drawing coordination	\$165
Project Manager	Manager of day-to-day operations, schedule, budget	\$165
Designer II	Drafting oversight, drawing coordination	\$148
Technology Specialist	Management of 3D visualization tools	\$133
Designer I	Drafting	\$124
Design Assistant	Drafting	\$112
Administration	Invoicing, courier, bookkeeping, general office	\$92

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.49 (avg.)

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Thornton Tomasetti, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Structural Principal in Charge	Overall administrative and technical review, control at the management level.	\$350.00/hr
Structural Engineer of Record	Responsible for project controls: project staffing, division of responsibilities and organization of efforts; oversees detailed design of select structural systems.	\$325.00/hr
Principal, Rehabilitation Expert	Technical design, consulting and leadership specializing in rehabilitation projects.	\$325.00/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 4.4.

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

**SUB-CONSULTANT TEAM MEMBERS**

Sub-Consultant: Venue

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	Cost Consulting	\$175
Associate Principal	Cost consulting	\$150
Senior Cost Consutant	Cost Consulting	\$125
Cost Consultant	Cost Consulting	\$100

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.1.

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

**ACORD Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Hanover Insurance Company <b>NAIC #</b> 22292	
<b>INSURER B:</b> The Hanover American Insurance Company      36064	
<b>INSURER C:</b> Beazley Insurance Company Inc      37540	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** W30311474**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		OHC8947800	02/15/2023	02/15/2024	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y		OHC8947800	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			OHC8947800	02/15/2023	02/15/2024	EACH OCCURRENCE	\$ 5,000,000
	DED RETENTION \$							
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WZC8946301	02/15/2023	02/15/2024	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER <input type="checkbox"/>	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
C	<b>Professional Liability</b> (Errors and Omissions)			C114CB231601	02/15/2023	02/15/2024	Per Claim	\$1,000,000
							Aggregate	\$1,000,000

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

Re: Civic Center Next 100, Phase 1 design contract with Studio Gang.

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

**CERTIFICATE HOLDER**

City & County of Denver Dept of Transportation & Infrastructure 201 W Colfax Ave., Dept 608 Denver, CO 80202
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**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 24711330

BATCH: 3142937