FIRST AMENDATORY DESIGN SERVICES AGREEMENT

This **FIRST AMENDATORY DESIGN SERVICES AGREEMENT** is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **STUDIOTROPE**, **LLC**, a Colorado limited liability company (the "Design Consultant" or "Consultant"), whose address is 2942 Welton Street, Denver, Colorado 80205 jointly ("the Parties").

WITNESSETH:

- **A.** The Parties entered into a Design Services Agreement dated May 17, 2019 (the "Agreement") to provide professional design services for the Project in accordance with the terms and conditions of the Agreement.
- **B.** The Parties wish to amend the Agreement to increase maximum amounts in subsections 3.01, 3.02, 3.03 and 3.05 Compensation paragraphs, update subsection 5.06 No Discrimination in Employment, amend subsection 5.19 No Employment of Workers without Authorization, and amend the scope of services.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

- 1. All references to "...Exhibit A" in the Agreement shall be amended to read: "...Exhibit A, and Exhibit A-1" as applicable. The scope of services marked as **Exhibit A-1** is attached to this First Amendatory Agreement and becomes part of the Agreement.
- 2. Section 3 of the Agreement entitled <u>COMPENSATION</u>, <u>PAYMENT AND</u> <u>FUNDING</u>, subsection 3.01 "<u>Fee for Basic Services</u>" is hereby deleted in its entirety and replaced with:
- "3.01 <u>Fee for Basic Services</u>. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed THREE MILLION TWO HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$3,227,534.00), 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. Section 3 of the Agreement entitled <u>COMPENSATION</u>, <u>PAYMENT AND</u> <u>FUNDING</u>, subsection 3.02 "<u>Reimbursable Expenses</u>." is hereby deleted in its entirety and replaced with:
- "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 THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$36,400.00) 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."
- **4.** Section 3 of the Agreement entitled <u>COMPENSATION</u>, <u>PAYMENT AND</u> <u>FUNDING</u>, subsection 3.03 (a) "Additional Construction Administration Services." is hereby deleted in its entirety and replaced with:

"3.03 Additional Services.

- (a) Additional Construction Administration Services: This scope is intended to be used if the construction budget increases as the result of fund-raising efforts currently underway by the City or other similar project needs. 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 Construction Administration Services under this contract is THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000.00).
- 5. Section 3 of the Agreement entitled <u>COMPENSATION</u>, <u>PAYMENT AND</u> <u>FUNDING</u>, subsection 3.03 (b), "Additional Services." is hereby deleted in its entirety and replaced with:
- "(b) 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 SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$675,000.00)."

6. Section 3 of the Agreement entitled <u>COMPENSATION</u>, <u>PAYMENT AND</u> <u>FUNDING</u>, subsection 3.05 "<u>Maximum Contract Amount</u>." is hereby deleted in its entirety and replaced with:

"3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FOUR MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$4,288,934.00) (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."
- 7. Section 5 of the Agreement entitled "<u>GENERAL PROVISIONS</u>, subsection 5.06 "<u>No Discrimination in Employment</u>" is hereby deleted in its entirety and replaced with:
- **"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, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts."
- **8.** Section 5 of the Agreement entitled "<u>GENERAL PROVISIONS</u>, subsection 5.19 "<u>No Employment of Illegal Aliens to Perform Work Under the Agreement:</u>" is hereby deleted in its entirety and replaced with:

"5.19 No Employment of Workers Without Authorization to Perform Work Under the Agreement:

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

(b) The Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- (6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (c) The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so

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

9. As herein amended, the Agreement is affirmed and ratified in each and every particular.

10. This First Amendatory Design Services Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: Contractor Name:	DOTI-202161199-01 (201948702-01) STUDIOTROPE, LLC				
IN WITNESS WHEREOF, the par Denver, Colorado as of:	ties have set their hands and affixed their seals at				
SEAL	CITY AND COUNTY OF DENVER:				
ATTEST:	Ву:				
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:				
Attorney for the City and County of By:	By:				
	By:				

Contract Control Number: Contractor Name:

DOTI-202161199-01 (201948702-01) STUDIOTROPE, LLC

By:	— DocuSigned by: ————————————————————————————————————
Name:	Joseph Montalbano
	(please print)
Title:	Member (please print)
-	(please print)
ATTE	ST: [if required]
By:	
Name:	(please print)
	(please print)
Title:	
Truc.	(please print)



Memorandum

City and County of Denver | Department of Public Works Denver Central Library Renovations

DATE November 3, 2021

PROJECT DPL | Central Library Renovations

GoBond2018-043

TO Curt Winn, Project Manager
City & County of Denver
Department of Public Works
201 West Colfax, Department 506
Denver Colorado 80204

RE Contract Amendment Request | Additional Construction Funds Allocated

Dear Curt,

Studiotrope Design Collective (sDC) respectfully submits this request for a Contract Amendment to increase Maximum Contract Amount for Design Team Services in Contract Control No. PWADM-201948702-00.

The Denver City Council having recently authorized an additional \$10M allocation to the Central Library Renovation Project is now being asked to increase the Maximum Contract Amount for Design/Construction Administration Services by \$692,487 (as itemized below in three Additional Services Requests), plus a contingency amount to be determined by the Project's DoTI representatives.

The increase in construction budget from \$32.6M to \$40.6M (nearly 25%) has granted the Library the opportunity to build several much needed scope items that were shelved during the design phases due to cost. The attached ASRs 16, 17, and 18 define the effort required to finalize the Design and oversee Permitting, Bidding, and Construction of the identified scope.

Breakdown of Attached Additional Service Requests:

ASR-16 Complete Design of Newly Funded Additional Scope

Fee: **\$427,565**

Reimbursable Allowance: \$ 5,000

ASR-17 Exterior Scope Changes and Foundation Re-Design

Fee: \$ 47,922

ASR-18 Construction Administration for Newly Funded Scope

Fee: **\$ 212,000**

Total: \$ 692,487

DPL Central | Contract Amendment Request Memo

The above modifications shall be made to the Design Services Agreement between the City & County of Denver and Studiotrope LLC executed on June 20, 2019, Contract Control No. PWADM-201948702-00.

Sincerely,

Joseph Montalbano, Architect

Principal, studiotrope, Ilc

Attachments: ASR-16 Complete Design of Newly Funded Additional Scope

ASR-17 Exterior Scope Changes and Foundation Re-Design ASR-18 Construction Administration for Newly Funded Scope

Updated Fee Matrix, Attachment 10

_Contract Amendment Memo



Additional Services Request

ASR-16

City and County of Denver | Department of Public Works Denver Central Library Renovations

DATE November 3, 2021

PROJECT DPL | Central Library Renovations

GoBond2018-043

TO Curt Winn, Project Manager
City & County of Denver
Department of Public Works
201 West Colfax, Department 506
Denver Colorado 80204

RE Fee Proposal for Additional Services | Complete Design of Newly Funded Additional Scope

Dear Curt,

Studiotrope Design Collective (sDC) respectfully submits this Additional Services Request Pursuant to Paragraph 2.08 (Additional Services) of the Prime Agreement. The City and County of Denver has recently allocated an additional \$10M to this Renovation Project. sDC is requesting additional compensation for the completion of Design Documents for the scope defined below.

This request includes sub-consultant fees for design and Permit Administration required to complete this scope of work based on when in the design process these items were shelved.

Construction Administration of this scope is included in the accompanying ASR-18.

Scope Modifications

The Design team has been asked to revive the 13th Avenue Column Removal and Schlessman II Alternates which were shelved at 100% DD and 50% CD Submittals, respectively. With additional funds now raised, the design must be completed, and documents finalized, submitted for Planning Department approval and issued as a Construction Change Order to GHPhipps

Previously approved Add Services include the following scope, these are therefore not included in this Add Service Request.

- ASR-13 included the interior work at Acoma Vestibule and Broadway Vestibule, as well as the removal of the columns along 13th Avenue.
- ASR-15 included the Enclosure of the Broadway Portico
- ASRs (13 and 15) were for completing Design services through Permitting, only
- CA fees for ASrs 13 and 15 scope are included in ASR-18

DPL Central | Additional Services Request 16

ASR-16: Newly Funded Scope

1. Grand Stairs Levels 1 to 3:

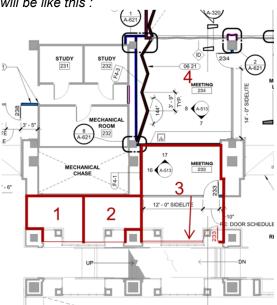
The Grand Stairs were shelved at 100% Design Development Refer to 100%DD Submittal Add Alternates No. 3 and No. 4 for scope



- a. Remove the bridges at Levels 1 and 2
- b. Rework MEP, FP, IT to fit in more slender bridges
- c. Removal of four (E) Escalators and infill floor openings at levels 2 and 3
- d. New Grand Stairs in Schlessman Hall
- e. New Bridges at Levels 2 and 3

2. Meeting Rooms Level 2 Center Only (along Schlessman Hall)

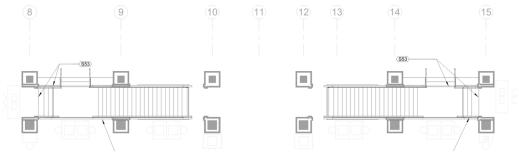
The Level 2 Meeting Rooms were shelved at 50 % Design Development Refer to 50% DD Submittal Sheet A-121 Level 2 Floor Plan Area A The new layout will be like this:



- a. Modifications to two Meetings Rooms previously designed, but not yet built
 - i. No. 3 on the plan and its mirror to the East
 - ii. Meeting 233 (and 236) are currently under construction, but will double in size
 - iii. Technology will move (no major re-design)
 - iv. Lighting and HVAC adjustments needed
- b. Addition of 4 small meeting rooms
 - i. Nos. 1 and 2 on the plan and their mirrors to the east
 - ii. Typical meeting room technology
 - iii. Similar to the 50% DD Submittal design

3. Stairs Level 3 to 4

The Grand Stairs were shelved at 100% Design Development Refer to 100%DD Submittal Add Alternates No. 5

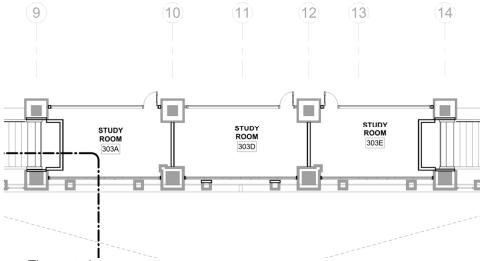


- a. Removal of two (E) Escalators (no floor infill)
- b. New Stairs in location of removed escalators
- No study rooms, just open reading below stairs on Level 3

4. Meeting Rooms Level 3 (under new stairs L3 to L4)

The Grand Stairs/Meeting Rooms were shelved at 100% Design Development (aka 60% design effort)

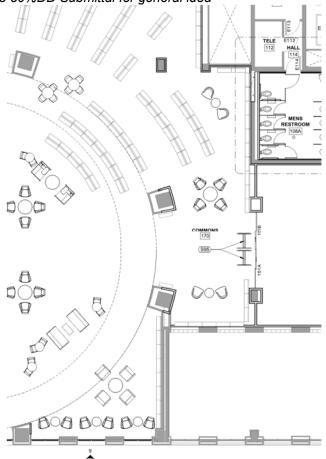
Refer to 100%DD Submittal Add Alternates No. 5



- a. Three study rooms
- b. Typical meeting room technology
- c. Glass enclosure at Great Hall side of rooms

5. Commons Level 1 East (new connection to Café)

The Café Entrance was shelved at 100% Design Development (aka 60% design effort) Refer to 50%DD Submittal for general idea



- a. Demo of office and storage space
- b. New glass sliding doors, lighting, security...

Schedule Assumptions

We anticipate completing this additional scope design by April of 2022, which is within the time frame of the original contract (including subsequent modifications).

No schedule extension is requested.

Construction of this scope will likely result in an extension of the Construction Schedule.

DPL Central | Additional Services Request 16

Compensation

Fee Request

For this effort, we propose a Not-to-Exceed fee of \$427,565, billed hourly plus an increase in Reimbursable Allowance of \$5,000. Below is a breakdown by scope area and by firm.

1. Fee breakdown by Firm for the **Grand Stairs Levels 1 to 3**:

Studiot	Principal Sr. Project Manager Interior Designer Project Coordinator Designer II Administrative	60hrs 100hrs 20hs 160hrs 160hrs 8hrs	@ \$132/hr @ \$111/hr	\$ \$	8,880 13,200 2,640 17,760 16,960 464 59,904
AECON	Л				
	Principal Project Manager Project Engineer Support Staff	58hrs 236hrs	@\$ 258/hr @ \$208/hr @ \$150.78/hr @ \$116.16/hr Fee:	\$ \$ \$	37,668 12,064 35,584.08 16,494.72 101,811
AECON	M/RJA				
	Principal Project Manager	12hrs 1hr	@\$ 258/hr @ \$208/hr Fee:	\$ \$ \$	3,096 208 3,304
Ramire	z, Johnson, & Associates (under	AECON		Ψ	0,004
	Principal Associate	11hrs	@ \$135/hr @ \$115/hr Fee:	\$ \$	1,485 13,340 14,825
K2 AV,	Acoustics, Security & Technolog	У			
	Principal Sr. Consultant Consultant Sr. Designer	1hr 28hrs 26hrs 10hrs	@ \$170/hr @ \$135/hr @ \$120/hr @ \$95//hr Fee:	\$ \$ \$ \$ \$	170 3,780 3,120 950 8,020

Grand Stairs (1-3) Sub-Total Fee: \$ 187,864

2. Fee breakdown by Firm for the Meeting Rooms Level 2 Center Only

Studiotrope	Design	Collective

		Fee:	\$ 23,180
Administrative	2hrs	@ \$58/hr	\$ 116
Project Team Member II	40hrs	@ \$106/hr	\$ 4,240
Project Coordinator	40hrs	@ \$111/hr	\$ 4,440
Interior Designer	20hs	@ \$132/hr	\$ 2,640
Sr. Project Manager	80hrs	@ \$132/hr	\$ 10.560
Principal	8hrs	@ \$148/hr	\$ 1,184
trope besign collective			

2942 Welton Street, Denver CO 80207

DPL Central | Additional Services Request 16

	RJA Principal Project Manager	8hrs 1hr	@\$ 258/hr @ \$208/hr Fee :	\$ \$	2,064 208 2,272
F	, Johnson, & Associates (under Principal Associate	AECOM 10hrs 54hrs	l) @ \$135/hr @ \$115/hr Fee:	\$ \$	1,350 6,210 7,560
F (Acoustics, Security & Technolog Principal Sr. Consultant Consultant Sr. Designer	y 1hr 32hrs 34hrs 2hrs	@ \$170/hr @ \$135/hr @ \$120/hr @ \$95//hr Fee:	\$ \$ \$	170 4,320 4.080 190 8,760
	Meeting Rooms	Level 2	Sub-Total Fee:	\$	41,772
3. Fee breakdo	wn by Firm for the Stairs Level	3 to 4 :			
	pe Design Collective Principal Sr. Project Manager nterior Designer Project Coordinator Project Team Member II Administrative	24hrs 80hrs 20hs 100hrs 80hrs 2hrs	@ \$148/hr @ \$132/hr @ \$132/hr @ \$111/hr @ \$106/hr @ \$58/hr		3,552 10.560 2,640 11,100 8,480 116 36,448
F F	Principal Project Manager Project Engineer Support Staff	30hrs 16hrs 72hrs 44rs	@\$ 258/hr @ \$208/hr @ \$150.78/hr @ \$116.16/hr Fee:	\$ \$ \$	7,740 3,328 10,856.16 5,111.04 27,035
	RJA Principal Project Manager	8hrs 1hr	@\$ 258/hr @ \$208/hr	\$	2,064 208
F	, Johnson, & Associates (under Principal Associate	AECON 11hrs 78hrs	Fee: 1)	\$ \$ \$	2,272 1,485 8,970 10,455
5	Acoustics, Security & Technolog Principal Sr. Consultant Consultant Sr. Designer	y 1hr 17hrs 15hrs 4hrs	@ \$170/hr @ \$135/hr @ \$120/hr @ \$95//hr Fee:	\$ \$ \$	170 2,295 1,800 280 4,645

Stairs Level 3 to 4 Sub-Total Fee: \$ 80,855

DPL Central | Additional Services Request 16

4. Fee breakdown by Firm for the Meeting Rooms Level 3 (under new stairs L3 to L4):

Studiot	rope Design Collective				
	Principal	8hrs	@ \$148/hr	\$	1,184
	Sr. Project Manager	80hrs	@ \$132/hr	\$	10.560
	Interior Designer	20hs	@ \$132/hr	\$	2,640
	Project Coordinator	40hrs	@ \$132/11 @ \$111/hr	\$	4,440
	,		_	\$	4,240
	Project Team Member II Administrative	40hrs	@ \$106/hr		,
	Administrative	2hrs	@ \$58/hr	\$	116
			Fee:	\$	23,180
AECOI	M/RJA				
	Principal	8hrs	@\$ 258/hr	\$	2,064
	Project Manager	1hr	@ \$208/hr		208
			Fee:	<u>\$</u>	2,272
Ramire	ez, Johnson, & Associates (unde	r AECOI	M)		
	Principal	10hrs	@ \$135/hr	\$	1,350
	Associate	54hrs	@ \$115/hr	\$	6,210
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0	Fee:	\$	7,560
Κ2 Δ\/	Acoustics, Security & Technolog	71/			
112 / 110,	Principal	1hr	@ \$170/hr	\$	170
	Sr. Consultant	28hrs	@ \$135/hr	\$	3,780
	Consultant	24hrs	@ \$120/hr	\$	2,880
		24ms	_		
	Sr. Designer	21115	@ \$95//hr	<u>\$</u> \$	190 7 020
			Fee:	Ф	7,020

Meeting Rooms Level 3 **Sub-Total Fee:** \$ 40,032

5. Fee breakdown by Firm for the Commons Level 1 East (new connection to Café):

Studiotrope Design Collective			
Principal	24hrs	@ \$148/hr	\$ 3,552
Sr. Project Manager	80hrs	@ \$132/hr	\$ 10.560
Interior Designer	20hs	@ \$132/hr	\$ 2,640
Project Coordinator	60hrs	@ \$111/hr	\$ 6,660
Project Team Member II	60hrs	@ \$106/hr	\$ 6,360
Administrative	2hrs	@ \$58/hr	\$ 116
		Fee:	\$ 29,888
AECOM/RJA			
Principal	12hrs	@\$ 258/hr	\$ 3,096
Project Manager	1hr	@ \$208/hr	\$ 208
		Fee:	\$ 3,304
Ramirez, Johnson, & Associates (unde	r AECOI	M)	
Principal	8hrs	@ \$135/hr	\$ 1,080
Associate	36hrs	@ \$115/hr	\$ 4,140
		Fee:	\$ 5,220

DPL Central | Additional Services Request 16

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Principal	1hr	@ \$170/hr	\$ 170
Sr. Consultant	20hrs	@ \$135/hr	\$ 4,700
Consultant	24hrs	@ \$120/hr	\$ 2,880
Sr. Designer	4hrs	@ \$95//hr	\$ 280
-		Fee:	\$ 6,130

Commons Level 1 Sub-Total Fee: \$ 17,696

6. Permit Strategy and Cost Estimation for all scope above

Service First Permits lump sum \$ 7,500 Cost Estimator TBD lump sum allowance \$ 25,000

Sub-Total Fee: \$ 32,500

ASR-16 Total Fee: \$ 427,565

Project Reimbursable Expenses Allowance

Studiotrope Design Collective Reimbursable Allowance \$ 5,000

Fee Summary

We are requesting the approved sub-total fee (attachment 10) be increased by \$427,565 (four-hundred-twenty-seven-thousand, five-hundred-sixty-five dollars) and the Reimbursable Allowance be increased by \$5,000 (five-thousand dollars).

Original Approved Base Fee:	\$ 2	,535,047	
Reimbursable Expense Allowance:			\$ 31,400
ASR-01:	\$	26,058	
ASR-02	\$	20,848	
ASR-03r	\$	38,950	
ASR-04r	\$	3,036	
ASR-05	\$	40,418	
ASR-06	\$	19,228	
ASR-07	\$	31,048	
ASR-08r	\$	24,114	
ASR-09	\$	26,115	
ASR-10	\$	57,912	
ASR-11	\$	84,423	
ASR-12	\$	44,178	
ASR-13	\$	63,805	
ASR-14	\$	243,579	
ASR-15a	- \$	60,008	- \$ 16,000
ASR-15b	\$	150,576	
ASR-16	\$	427,565	\$ 5,000
Total Fee:	\$ 3	,776,712	\$ 20,400

DPL Central | Additional Services Request 16

The above modifications shall be made to the Design Services Agreement between the City & County of Denver and Studiotrope LLC executed on June 20, 2019, Contract Control No. PWADM-201948702-00. The requested fees for these services will cause the total amount payable under this agreement to exceed the Maximum Contract Amount. It is understood that a contract modification must be approved by City Council.

Sincerely,

Joseph Montalbano, Architect

Principal, studiotrope, Ilc

Attachments: Updated Fee Matrix, Attachment 10

END of ASR-16



Additional Services Request

ASR-17

City and County of Denver | Department of Public Works Denver Central Library Renovations

DATE November 3, 2021

PROJECT DPL | Central Library Renovations GoBond2018-043

> TO Curt Winn, Project Manager City & County of Denver Department of Public Works

201 West Colfax, Department 506 Denver Colorado 80204

RE Fee Proposal for Additional Services | Exterior Scope Changes and Foundation Re-Design

Dear Curt,

Studiotrope Design Collective (sDC) respectfully submits this Additional Services Request Pursuant to Paragraph 2.08 (Additional Services) of the Prime Agreement. sDC is requesting additional compensation for the re-design of the Foundations in B2 required to address the loss of bearing capacity in the Slab resulting from the severed rebar during construction.

We are also requesting design fees for Civil and Landscape Engineering and Design which were erroneously omitted from the previously approved ASR-15r. Included in this effort are the re-design efforts to accommodate the changes in direction based on additional funding for the 13th Avenue RoW and Broadway Plaza.

Schedule Assumptions

We anticipate completing this with the Exterior Improvements Bid Package, which is within the time frame of the original contract (including subsequent modifications).

No schedule extension is requested.

DPL Central | Additional Services Request 17

Compensation

Fee Request

For this effort, we propose a Not-to-Exceed fee of \$47,922, billed hourly. Below is a breakdown by scope area and by firm.

Fee breakdown by Firm for the Foundation Engineering and Design :

Studiotrope Design Collective

 Sr. Project Manager
 8hrs
 @ \$132/hr
 \$ 1,560

 Project Coordinator
 4hrs
 @ \$111/hr
 \$ 444

 Fee:
 \$ 2,004

AECOM

Project Manager 56hrs @ \$208/hr <u>\$ 11,648</u>

Fee: \$ 11,648

Sub-Total Fee: \$ 13,652

Fee breakdown by Firm for the 13th Ave. & Broadway Design:

Elevation Consulting

 Sr. Project Manager
 28hrs
 @ \$150/hr
 \$ 4,200

 Project Engineer
 68hrs
 @ \$100/hr
 \$ 6,800

 Fee:
 \$ 11,000

Mundus Bishop

 Principal
 8hrs
 @ \$165/hr
 \$ 1,320

 Sr. Landscape Architect
 75hrs
 @ \$120/hr
 \$ 9,000

 Landscape Designer
 130hrs
 @ \$85/hr
 \$ 11,050

 Irrigation Design
 lump sum
 \$ 1,900

Fee: \$ 23,270

Sub-Total Fee: \$ 34,270

ASR-17 Total Fee: \$ 47,922

DPL Central | Additional Services Request 17

Fee Summary

We are requesting the approved sub-total fee (attachment 10) be increased by \$47,922 (forty-seven-thousand, nine-hundred-twenty-two dollars).

Original Approved Base Fee:	\$ 2,535,04	7
Reimbursable Expense Allowance:		\$ 31,400
ASR-01:	\$ 26,05	8
ASR-02	\$ 20,84	8
ASR-03r	\$ 38.95	0
ASR-04r	\$ 3,03	6
ASR-05	\$ 40,41	8
ASR-06	\$ 19,22	8
ASR-07	\$ 31,04	8
ASR-08r	\$ 24,11	4
ASR-09	\$ 26,11	5
ASR-10	\$ 57,91	2
ASR-11	\$ 84,42	3
ASR-12	\$ 44,17	8
ASR-13	\$ 63,80	5
ASR-14	\$ 243,57	9
ASR-15a	- \$ 60,00	8 - \$ 16,000
ASR-15b	\$ 150,57	6
ASR-16	\$ 427,56	5
ASR-17	\$ 47,92	2
Total Fee:	\$ 3,824,63	4 \$ 20,400

The above modifications shall be made to the Design Services Agreement between the City & County of Denver and Studiotrope LLC executed on June 20, 2019, Contract Control No. PWADM-201948702-00. The requested fees for these services will cause the total amount payable under this agreement to exceed the Maximum Contract Amount. It is understood that a contract modification must be approved by City Council.

Sincerely,

Joseph Montalbano, Architect

Principal, studiotrope, Ilc

Attachments: Updated Fee Matrix, Attachment 10

END of ASR-17



Additional Services Request

ASR-18

City and County of Denver | Department of Public Works Denver Central Library Renovations

DATE November 3, 2021

PROJECT DPL | Central Library Renovations

GoBond2018-043

TO Curt Winn, Project Manager
City & County of Denver
Department of Public Works
201 West Colfax, Department 506
Denver Colorado 80204

RE Fee Proposal for Additional Services | Construction Administration for Newly Funded Scope (ASR-16)

Dear Curt,

Studiotrope Design Collective (sDC) respectfully submits this Additional Services Request Pursuant to Paragraph 2.08 (Additional Services) of the Prime Agreement. sDC is requesting additional compensation for Construction Administration Services required to oversee the construction of the newly funded scope described in ASR-16.

This request includes sub-consultant fees for Construction Administration Services associated with this additional scope. These fees are based on our assumptions of a construction schedule which is yet to be established and the construction value of this added scope. Using the percentage for CA services originally negotiated for this contract (2.65%) and allocated based on percentages of design effort for this particular scope, the following Not-to-Exceed fee will be billed hourly.

Schedule Assumptions

We anticipate completing this additional scope design by April of 2022, which is within the time frame of the original contract (including subsequent modifications).

An extension to the construction schedule will be required once determined by GHPhipps.

DPL Central | Additional Services Request 18

Compensation

Fee Request

For this effort, we propose a Not-to-Exceed fee of \$212,000, billed hourly. Below is a breakdown by firm.

Fee breakdown by Firm for Construction Administration for scope added in ASR-16:

Studiotrope Design Collective

Construction Administration Fee: \$ 101,760

AECOM

Construction Administration Fee: \$ 59,360

Ramirez, Johnson, & Associates (under AECOM)

Construction Administration Fee: \$ 29,680

K2 AV, Acoustics, Security & Technology

Construction Administration Fee: \$ 16,960

Ambient/Mead & Hunt

Construction Administration Fee: \$ 4,240

ASR-18 Total Fee: \$ 212,000

Fee Summary

We are requesting the approved sub-total fee (attachment 10) be increased by \$212,000 (two-hundred-twelve-thousand dollars).

Original Approved Base Fee:	\$ 2,5	35,047	
Reimbursable Expense Allowance:			\$ 31,400
ASR-01:	\$	26,058	
ASR-02	\$	20,848	
ASR-03r	\$	38.950	
ASR-04r	\$	3,036	
ASR-05	\$	40,418	
ASR-06	\$	19,228	
ASR-07	\$	31,048	
ASR-08r	\$	24,114	
ASR-09	\$	26,115	
ASR-10	\$	57,912	
ASR-11	\$	84,423	
ASR-12	\$	44,178	
ASR-13	\$	63,805	
ASR-14		43,579	
ASR-15a	- \$	60,008	- \$ 16,000
ASR-15b		50,576	
ASR-16	\$ 4	27,565	\$ 5,000
ASR-17	\$	47,922	
ASR-18	\$ 2	12,000	
Total Fee:	\$ 4,0	36,634	\$ 20,400

DPL Central | Additional Services Request 18

The above modifications shall be made to the Design Services Agreement between the City & County of Denver and Studiotrope LLC executed on June 20, 2019, Contract Control No. PWADM-201948702-00. The requested fees for these services will cause the total amount payable under this agreement to exceed the Maximum Contract Amount. It is understood that a contract modification must be approved by City Council.

Sincerely,

Joseph Montalbano, Architect

Principal, studiotrope, Ilc

Attachments: Updated Fee Matrix, Attachment 10

_END of ASR-18

Denver Central Library Renovation Elevate Denver Bond Program

studiotrope Design Collective - FEE PROPOSAL TABULATION FORM														
				studiotrope D	Design Collec	tive - FEE PR	OPOSAL TABUL	ATION FORM						
		FEE & DETAIL	.s											
Consultant Name	discipline	PD Fee	SD Fee	DD Fee	CD Fee	CA Fee Base	Total Base Fee	ASR-01	ASR-02	ASR-03	ASR-04	ASR-05	ASR-06	ASR-07
sDC	Arch/Int/GD	\$72,030	\$222,380	\$262,580	\$323,480	\$428,092	\$1,308,562	\$8,208	\$20,848	\$4,280	\$3,036	\$8,300	\$1,728	\$31,048
Eugene Lynne	Survey	\$28,165	\$0	\$0	\$0	\$0	\$28,165	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ECG	Civil	\$0	\$3,600	\$6,250	\$13,100	\$3,509	\$26,459	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mundus Bishop	Landscape	\$12,430	\$22,000	\$46,270	\$42,670	\$11,841	\$135,211	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AECOM w/ Integral Eng	Structural	\$1,000	\$3,850	\$5,150	\$5,450	\$2,815	\$18,265	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Integral Eng	M/WBE Struct	\$4,300	\$17,000	\$27,000	\$26,500	\$7,823	\$82,623	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AECOM w/ RJA Eng	MEP	\$8,750	\$34,100	\$40,900	\$49,050	\$52,495	\$185,295	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RJA Eng	M/WBE MEP	\$10,000	\$32,000	\$53,500	\$55,000	\$17,547	\$168,047	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AECOM	FA / FP	\$2,650	\$10,550	\$12,150	\$13,750	\$10,090	\$49,190	\$0	\$0	\$0	\$0	\$0	\$0	\$0
K2	Low Voltage	\$4,292	\$8,751	\$42,410	\$62,948	\$37,192	\$155,593	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ambient	LEED	\$6,918	\$4,730	\$6,892	\$18,360	\$12,828	\$49,728	\$0	\$0	\$34,670	\$0	\$0	\$0	\$0
MTC	ADA	\$840	\$1,440	\$1,920	\$2,880	\$0	\$7,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PPV	Cost Est.	\$38,715	\$38,070	\$14,315	\$4,115	\$36,557	\$131,772	\$0	\$0	\$0	\$0	\$32,118	\$0	\$0
Lerch Bates	Elevator	\$5,212	\$9,828	\$8,380	\$10,000	\$20,530	\$53,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ServiceFirst	Expeditor	\$0	\$0	\$0	\$45,000	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
iBIM	QC Review	\$0	\$2,500	\$2,500	\$2,500	\$1,462	\$8,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Kin DuBois	Braintrust	\$3,500	\$3,500	\$2,000	\$2,000	\$0	\$11,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ozi Friedrich	Braintrust	\$5,250	\$12,600	\$15,960	\$9,030	\$1,305	\$44,145	\$17,850	\$0	\$0	\$0	\$0	\$0	\$0
Kevin Keady	Braintrust	\$3,000	\$3,000	\$3,000	\$3,000	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Michael Murphy	Braintrust	\$2,000	\$2,000	\$1,000	\$1,000	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
S.A. Miro	Peer Review	\$1,000	\$0	\$3,500	\$3,500	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Jensen Hughes	Code Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500	\$0
TBD	Cost Estimator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL		\$210,052	\$431,899	\$555,677	\$693,333	\$644,086	\$2,535,047	\$26,058	\$20,848	\$38,950	\$3,036	\$40,418	\$19,228	\$31,048
							SubTotal	\$2,561,105	\$2,581,953	\$2,620,903	\$2,623,939	\$2,664,357	\$2,683,585	\$2,714,633
Reimbursable Expenses	all						\$31,400							
Additional CA Services	all						\$300,000							
Additional Services Allowance	all						\$500,000	\$473,942	\$453,094	\$414,144	\$411,108	\$370,690	\$351,462	\$320,414
		-		<u>.</u>	GRANI	TOTAL FEE	\$3,366,447							

Discipline Column added to the form issued by CCoD for information.

PD Fee Column added to the form issued by CCoD based on the Professional Design Services - Scope of Work document issued by CCoD. Design Fees above calculated based on \$31.8M construction budget

PD & SD Fees include design services for ADA Assessement Phase 2 scope (outside of base scope renovation areas) PD & SD Fees include Quality Management Plan

CA Fee includes Move Coordination as required by construciton phasing

CA Fee Base is based on \$23.25M construction budget and 130 week construction period

CA Fee Allowance based on the additional \$8.55M and 26 weeks for a total construction cost of \$31.8M, and 156 week construction period is estimated to be \$238,000

*additional funds now total \$32.6M budget, additional CA fee \$22,158

*Additional funds now total \$40.6M budget

11/2/2021

Denver Central Library Renovation Elevate Denver Bond Program

	studiotrope Design Collective - FEE PROPOSAL TABULATION FORM										
	FEE & DETAILS										
Consultant Name	discipline	ASR-08	ASR-09	ASR-10	ASR-11	ASR-12	ASR-13	CA Fee Additional	ASR-14	ASR-15a	ASR-15b
sDC	Arch/Int/GD	\$6,164	\$14,076	\$15,200	\$16,570	\$8,648	\$28,640	\$157,433	\$16,704	-\$52	\$65,140
Eugene Lynne	Survey	\$12,430	\$0	\$0	\$0	\$4,105	\$0	\$0	\$0	-\$65	\$0
ECG	Civil	\$4,100	\$0	\$0	\$0	\$28,700	\$0	\$1,291	\$0	\$0	\$0
Mundus Bishop	Landscape	\$1,420	\$0	\$0	\$0	\$925	\$0	\$2,354	\$0	\$0	\$0
AECOM w/ Integral Eng	Structural	\$0	\$6,995	\$0	\$101,983	\$0	\$6,269	\$1,035	\$93	-\$4,803	\$0
Integral Eng	M/WBE Struct	\$0	\$0	\$2,376	-\$28,250	\$0	\$0	\$2,877	\$568	\$4,803	\$0
AECOM w/ RJA Eng	MEP	\$0	\$4,024	\$23,496	-\$5,880	\$0	\$8,252	\$19,305	\$1,806	\$5,880	\$0
RJA Eng	M/WBE MEP	\$0	\$0	\$15,440	\$0	\$0	\$10,565	\$6,453	\$690	-\$5,880	\$14,895
AECOM	FA / FP	\$0	\$0	\$0	\$0	\$0	\$4,199	\$3,711	\$347	-\$9,347	\$66,341
K2	Low Voltage	\$0	\$0	\$0	\$0	\$0	\$4,760	\$13,677	\$1,350	\$0	\$0
Ambient	LEED	\$0	\$0	\$0	\$0	\$0	\$0	\$4,717	\$600	\$0	\$0
MTC	ADA	\$0	\$1,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,520
PPV	Cost Est.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$34,349	\$0
Lerch Bates	Elevator	\$0	\$0	\$0	\$0	\$0	\$0	\$7,550	\$0	\$0	\$0
ServiceFirst	Expeditor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
iBIM	QC Review	\$0	\$0	\$0	\$0	\$1,800	\$0	\$538	\$0	\$0	\$1,680
Kin DuBois	Braintrust	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$3,718	\$0
Ozi Friedrich	Braintrust	\$0	\$0	\$0	\$0	\$0	\$0	\$480	\$0	\$0	\$0
Kevin Keady	Braintrust	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$6,000	\$0
Michael Murphy	Braintrust	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$3,012	\$0
S.A. Miro	Peer Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$3,465	\$0
Jensen Hughes	Code Review	\$0	\$0	\$1,400	\$0	\$0	\$1,120	\$0	\$0	\$0	\$0
TBD	Cost Estimator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL		\$24,114	\$26,115	\$57,912	\$84,423	\$44,178	\$63,805	\$221,421	\$22,158	-\$60,008	\$150,576
		\$2,738,747	\$2,764,862	\$2,822,774	\$2,907,197	\$2,951,375	\$3,015,180	\$3,236,601	\$3,258,759	\$3,198,751	\$3,349,327
Reimbursable Expenses	all									-\$16,000	\$15,400
Additional CA Services	all							\$78,579	\$56,421	\$56,421	\$1,720
Additional Services Allowance	all	\$296,300	\$270,185	\$212,273	\$127,850	\$83,672	\$19,867	\$19,867	\$19,867	\$95,875	\$180

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*Additional funds now total \$40.6M budget

11/2/2021

Denver Central Library Renovation Elevate Denver Bond Program

Consultant Name	discipline	ASR-16	ASR-17	ASR-18	Percentage of Total Fee	Contract M/WBB % Commitment
sDC	Arch/Int/GD	\$172,600	\$2,004	\$101,760	49.3%	
Eugene Lynne	Survey	\$0	\$0	\$0	1.1%	0.5%
ECG	Civil	\$0	\$11,000	\$0	1.8%	
Mundus Bishop	Landscape	\$0	\$23,270	\$0	4.0%	4.5%
AECOM w/ Integral Eng	Structural	\$0	\$0	\$0	3.2%	
Integral Eng	M/WBE Struct	\$0	\$0	\$0	1.6%	3.0%
AECOM w/ RJA Eng	MEP	\$13,424	\$0	\$0	6.3%	
RJA Eng	M/WBE MEP	\$45,620	\$0	\$29,680	7.1%	6.0%
AECOM	FA / FP	\$128,846	\$11,648	\$59,360	7.8%	
K2	Low Voltage	\$34,575	\$0	\$16,960	5.6%	5.5%
Ambient	LEED	\$0	\$0	\$4,240	2.3%	1.5%
MTC	ADA	\$0	\$0	\$0	0.3%	
PPV	Cost Est.	\$0	\$0	\$0	3.2%	
Lerch Bates	Elevator	\$0	\$0	\$0	1.5%	
ServiceFirst	Expeditor	\$7,500	\$0	\$0	1.3%	
iBIM	QC Review	\$0	\$0	\$0	0.3%	
Kin DuBois	Braintrust	\$0	\$0	\$0	0.2%	
Ozi Friedrich	Braintrust	\$0	\$0	\$0	1.5%	
Kevin Keady	Braintrust	\$0	\$0	\$0	0.1%	
Michael Murphy	Braintrust	\$0	\$0	\$0	0.1%	
S.A. Miro	Peer Review	\$0	\$0	\$0	0.1%	
Jensen Hughes	Code Review	\$0	\$0	\$0	0.5%	
TBD	Cost Estimator	\$25,000	\$0	\$0	0.6%	
SUBTOTAL		\$427,565	\$47,922	\$212,000	\$687,487	
		\$3,776,712	\$3,824,634	\$4,036,634	100.0%	21.0%
Reimbursable Expenses	all	\$20,400	\$20,400	\$20,400		
Additional CA Services	all	\$1,720	\$1,720	\$1,720		
Additional Services Allowance	all	-\$427,385	-\$475,307	-\$687,307		

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11/2/2021