

**DESIGN SERVICES AGREEMENT**  
**Hybrid Design Build**

**THIS AGREEMENT** is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **FENTRESS ARCHITECTS, LTD.**, the "Design Consultant"), a Colorado corporation registered to do business in Colorado, whose address is 421 Broadway, Denver, Colorado 80203.

**SECTION 1 – ENGAGEMENT**

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

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

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

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

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

**2.01 General.** The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's basic services shall consist of all of those services described in this Agreement and in **Exhibits A1 and A2**.

**2.02 Professional Responsibility.**

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and

diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.

- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statues, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s). If a construction procurement process is selected other than as described in Paragraph 2.07, the City and Design Consultant will

negotiate fee and scope revisions that may be required by the selected construction approach.

- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

### **2.03 Program and Budget.**

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

### **2.04 Coordination and Cooperation.**

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall

consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

**2.05 Personnel Assignments.**

- (a) The key professional personnel identified in **Exhibit C** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.

- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Director a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Director before they are assigned to a specific project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director or his designated representative does not respond within that time, the changes shall be deemed to be approved.

**2.06 Basic Services – General.**

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.

- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

**2.07 Basic Services - Phase Specific.** The Basic Services which must be performed on the Project have been separated into the phases described below. This Agreement will establish the tasks and a maximum price for Phase I and Phase II. The City currently anticipates assigning this Agreement to a Design Build Contractor of its choosing prior to the start of Phase – II. The City will advise the Design Contractor if it determines it is in the City's best interests to proceed with Phase II without assigning this Agreement. Design Consultant is not authorized to, and shall not proceed, with any Phase II work until and unless it receives written authorization from the City or following assignment to the City's selected design build contractor written authorization from the City's selected design build contractor. Any Phase II work performed without written authorization is performed at the Design Consultant's sole risk.

- (a) **Phase I – Program Verification thru 100% Schematic Design:** Phase I – Program Verification thru 100% Schematic Design consists of all work described in *Exhibit A-1*. The Design Consultant shall satisfactorily complete all work set out in *Exhibit A-1* as part of Design Consultants basic services for Phase I.
- (b) **Phase II –Design Development thru Construction Administration:** Phase II –Design Development thru Construction Administration consists of all work described in *Exhibit A-2*.

**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 for the phase; 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-1, A-2 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 for the phase. 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 for the phase set forth in Section 3.

**2.09 Surveying and Testing.**

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, excluding, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant

discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly to the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Director prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

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

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **14.5%**.
- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation



upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:

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

### **SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**

This Design Consultant shall be compensated for its service performed and expenses incurred under this Agreement as follows. The City and the Design Consultant anticipate that this

Agreement will be assigned to the City's selected design build contractor before Phase II services are provided. No Phase II Services are authorized at this time and any Phase II services provided or costs incurred without written approval in the manner required by this Agreement are performed at Design Consultant's sole risk.

**3.01 Fee for basic services.**

- (a) **Phase I Basic Services:** The City agrees to pay, and the Design Consultant agrees to accept, as full compensation for all of its Phase I basic services rendered hereunder, a fee not to exceed **TWO MILLION SIX HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND ZERO CENTS (\$2,624,495.00)**, in accordance with the billing rates and project budget stated in **Exhibits A-1 and B.**
- (b) **Phase II Basic Services:** The Design Consultant agrees to accept, as full compensation for all of its s Phase II basic services rendered hereunder, a fee not to exceed **NINE MILLION ONE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS AND ZERO CENTS (\$9,131,574.00)**, in accordance with the billing rates and project budget stated in **Exhibits A-2 and B.**

**3.02 Reimbursable Expenses.**

- (a) **Phase I Reimbursable Expenses:** Except for those reimbursable expenses specifically identified in **Exhibit B**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other Phase I expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all Phase I reimbursable expenses under this Agreement is **ONE HUNDRED SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$116,000.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein.
- (b) **Phase II Reimbursable Expenses:** Except for those reimbursable expenses specifically identified in **Exhibit B**, or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all Phase II reimbursable expenses under this Agreement is **SEVENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$78,600.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein.
- (c) Unless this Agreement is amended in writing according to its terms to increase the Phase I or Phase II Maximum Contract Amount, any increase in the maximum Phase I or Phase II amount of reimbursable expenses will reduce the Design Consultant's maximum fee for the corresponding phase accordingly.

**3.03 Additional Services.**

- (a) **Phase I 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 Phase I additional services under this contract is **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00)**.

- (b) **Phase II 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 Phase II additional services under this contract is **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**.
- (c) Unless this Agreement is amended in writing according to its terms to increase the Phase I or Phase II Maximum Contract Amount, any increase in the maximum Phase I or Phase II additional services amount will reduce the Design Consultant's maximum fee for the corresponding phase accordingly.

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

**3.05 Maximum Contract Amount.**

- (a) The services to be provided, and their associated costs, have been divided into two phases in anticipation of the City assigning the agreement to its selected design build contractor before the start of Phase II.
- (b) **Phase I – Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation for all Phase I services, reimbursable expenses and additional services will not exceed **TWO MILLION NINE HUNDRED AND FORTY THOUSAND FOUR HUNDRED AND NINETY-FIVE DOLLARS AND NO CENTS (\$2,940,495.00)** (the "Phase I - Maximum Contract Amount"). The City is not obligated to execute an Agreement, authorization to proceed with Phase II or an amendment for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A-1**. Any

services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

- (c) **Phase II – Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City's (or the City's selected design build contractor following assignment) maximum payment obligation for all Phase II services, reimbursable expenses and additional services will not exceed **NINE MILLION FIVE HUNDRED AND TEN THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS AND NO CENTS (\$9,510,174.00)** (the "Phase II - Maximum Contract Amount"). The City is not obligated to execute an Agreement, or an amendment for further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A-2**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (d) **Contract Maximum Amount:** Notwithstanding any other provision of the Agreement, the maximum payment obligation under this Agreement will not exceed **TWELVE MILLION FOUR HUNDRED AND FIFTY THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS (\$12,450,669.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or an amendment for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibits A-1 and A-2**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (e) **Appropriation and Encumbrance.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Agreement shall be limited to the funds appropriated or otherwise made available by the Denver City Council, paid into the Treasury of the City and encumbered for this contract. As of the date of this Agreement, **TWO MILLION NINE HUNDRED AND FORTY THOUSAND FOUR HUNDRED AND NINETY-FIVE DOLLARS AND NO CENTS (\$2,940,495.00)** have been appropriated and encumbered for this Agreement. Any work performed, or costs incurred by Contractor exceeding the total amount appropriated and encumbered for this Design Contract as stated or increased by subsequent fully executed Appropriation and Encumbrance forms is done without authorization and at Design Consultant's sole risk. The Project Manager will notify Design Consultant when additional funds are appropriated and encumbered for this Design Contract by providing Design Consultant with a fully executed Appropriation and Encumbrance Form – attached as **Exhibit F**. The Appropriation and Encumbrance Form is only valid when signed by the Project Manager and the Chief Financial Officer or his/her designee.
- (f) 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.

- (g) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Design Consultant to exceed the amount appropriated and encumbered for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Design Consultant has been advised in writing by a fully executed Appropriation and Encumbrance Form that an appropriation and encumbrance sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated and encumbered for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated and encumbered is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Design Consultant's own risk and sole expense.

#### **SECTION 4 – TERM AND TERMINATION**

##### **4.01 Term.**

The Agreement will commence on February 1, 2018 and expire three years later unless sooner terminated. This Agreement may be extended at the City's sole discretion for an additional two years by written amendment.

##### **4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.

- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

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

### **5.02 Ownership of Documents.**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents

were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.

- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Agreement.

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

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

papers and records of the Design Consultant, involving transactions related to this Agreement.

**5.05 Assignment and Subcontracting.** Design Consultant has reviewed the Draft Assignment and Assumption agreement attached as **Exhibit E** and consents to the City assigning all rights and responsibilities associated with this Design Agreement, including Phase II negotiated pricing, to its selected Design Build Contractor prior to the commencement of Phase II work. Design Consultant's compensation and schedule takes into account the City's present intention to assign this Agreement to the Design Build Contractor it selects. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

**5.07 Insurance.**

- (a) **General Conditions:** Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design 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, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and



referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design Consultant. Design Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (b) **Proof of Insurance:** Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. Design Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Design Consultant certifies that the certificate of insurance attached as **Exhibit D**, 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 Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may
- (c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Design Consultant and subDesign Consultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Design Consultant's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City,

as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

- (g) **Commercial General Liability:** Design Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Design Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- (i) **Professional Liability (Errors & Omissions):** Design Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**
  - 1. For Commercial General Liability, the policy must provide the following:
    - i. That this Agreement is an Insured Contract under the policy;
    - ii. Defense costs are outside the limits of liability;
    - iii. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
    - iv. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
  - 2. For claims-made coverage:
    - i. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
  - 3. Design Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Design Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Consultant’s obligation to defend and indemnify may be determined after Consultant’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant’s duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

Exhibit A-1	Phase I Scope of Work
Exhibit A-2	Phase II Scope of Work
Exhibit B	Rates/Reimbursables
Exhibit C	Key Personnel
Exhibit D	ACORD Certificate of Insurance
Exhibit E	Draft Assignment and Assumption Agreement
Exhibit F	Appropriation and Encumbrance Form

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

- Sections 1 through 5
- Exhibit A-1
- Exhibit A-2
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

**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.

- (c) Design Consultant acknowledges that it will have access to information, documents, conversations, electronic communications and other information concerning the Project (“Project Information”) that is not publicly available. Design Consultant understands and that dissemination of Project Information to potential design builders or potential design build team members may jeopardize the competitive process the City will conduct to select a design build contractor. Therefore, Design Consultant shall not disseminate or provide Project information without the written approval of the Project Manager. Design Consultant will take reasonable measures to prevent any such disclosure and will report any inadvertent disclosure in writing to the Project Manager.

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

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

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

**5.17 Proprietary or Confidential Information.**

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

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

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

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

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Consultant certifies that:
1. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
1. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  2. It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  3. It has confirmed the employment eligibility of all employees who

are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
6. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

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

**5.22 Survival of Certain Contract Provisions.** The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive

such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

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

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

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

to the City: Executive Director of Public Works  
201 West Colfax Avenue, Dept. 601  
Denver, Colorado 80202

to the Design Consultant: Fentress Architects, LTD  
421 Broadway  
Denver, Colorado 80203

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

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

**5.27 Agreement as Complete Integration-Amendments.** This Agreement is intended as the complete integration of all understandings between the parties. No prior or



contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

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

**[ELECTRONIC SIGNATURES FOLLOW]**

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**Contract Control Number:**

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:

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201839516-00

**Contractor Name:** FENTRESS ARCHITECTS LTD

By: 

Name: Curtis W. Fentress  
(please print)

Title: President + CEO  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Exhibits  
A1 through F

# Exhibit A1

(Scope of Work)

# EXHIBIT A-1 – Phase 1: Architectural/Engineering Services – Scope of Work

### Assumptions:

- (a) February 2018 Notice to Proceed
- (b) Contract type to be Not to Exceed value with monthly invoicing with hourly back-up, submitted electronically to adam.phipps@denvergov.org.
- (c) Coordination with internal and external project stakeholders will be required.
- (d) Estimated project schedule assumes Design Program Verification thru Construction Documents February 2018 thru Early 2020. Construction Procurement, Pre-Construction, GMP and Construction thru Closeout Early 2018 through September 2022.

### Project Description:

The Colorado Convention Center Expansion Project includes expanding the Colorado Convention Center with features that focus on the quality and character of facility and experience, connectivity, flexible and unique spaces, and technology, all of which will help keep the Colorado Convention Center vibrant and attractive for years to come.

The Project includes design and construction and administration services for the vertical expansion of multi-purpose meeting and associated support space (roof top), renovation of existing lobby space, new vertical conveyances, and other required code and life safety upgrades. Scope of the project includes verification of programming, schematic design, design development, construction documents and construction through project completion. The Project scope for this Contract is focused on Opportunity 1 - Rooftop Expansion with Lobby and Wayfinding Improvements.

Opportunity 1 – Rooftop Expansion with Lobby and Wayfinding Improvements is further defined as the following:

- 1.1 Multi-Function Room and Support Spaces: The Multi-Use Space development will include a Pre-Function Space, a Rooftop Terrace, and associated support spaces.
- 1.2 D Lobby Improvements: The D Lobby will be the primary access to the Rooftop Expansion.
- 1.3 E Lobby Improvements: The E Lobby will be the secondary access to the Rooftop Expansion.
- 1.4 B Lobby Phase 1 Improvements: The B Lobby improvements to serve as registration and prefunction area for the Four Seasons Ballroom.
- 1.5 Interior and Exterior Wayfinding: Provide wayfinding for the areas listed above.

This scope listed above is further described in the Basis of Design Document Program Summary dated August 2017. Fentress Architects has reviewed the Basis of Design Document and agrees to the scope of work as identified in Opportunity #1.

The total program budget for the scope of work described above is estimated at:

Management:.....	\$14,000,000
Design:.....	\$13,000,000
Design Contingency:.....	\$1,300,000
Construction:.....	\$166,000,000
Construction Contingency:.....	\$17,700,000
<u>Program Contingency:.....</u>	<u>\$21,000,000</u>
<b>Total:</b>	<b>\$233,000,000</b>

**Scope of Services:****ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES  
PHASE I SERVICES THRU 100% SCHEMATIC DESIGN**

3.0 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary services as listed below. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect will provide design services for the following disciplines:

- (1) Architectural Design;
- (2) Structural Design;
- (3) Mechanical and Plumbing Design (to 100% Schematic Design Only);
- (4) Electrical Design (to 100% Schematic Design Only);
- (5) Civil Engineering;
- (6) Landscape Design;
- (7) Interior Design;
- (8) Curtainwall -Exterior Enclosure Design;
- (9) Sustainable Design – LEED;
- (10) Vertical Transportation;
- (11) Acoustical Design;
- (12) Lighting Design;
- (13) Wind Engineering;
- (14) Data – Telecommunications;
- (15) Security Design;
- (16) Signage – Environmental Graphics;
- (17) Code Compliance Design;
- (18) Fire Alarm System – Device location and performance specification;
- (19) Fire Sprinkler System – Performance criteria specification and Zoning only;
- (20) Audio Visual Design;
- (21) Furniture, Fixture and Equipment selection assistance;
- (22) Food Service Design;
- (23) Construction Cost Estimating (at 50% Schematic Design only).

3.0.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

3.0.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

3.0.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

3.0.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

3.0.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

3.0.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### 3.1 Program Verification and Conceptual Design

3.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

3.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.1.3 The Architect shall engage building users and meeting planners to validate the program. This engagement will consist of 2 meetings with the meeting planners and other building users. The Architect will record comments and recommendations and meet with the Client determine and revisions to the program.

3.1.4 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.1.5 Based on the Project requirements, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

### 3.2 Schematic Design Phase Services

3.2.1 Based on the Owner's approval of a conceptual design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.2.2 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

3.2.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

3.2.4 The Architect shall submit to the Owner an estimate of the Cost of the Work at 50% Schematic Design prepared in accordance with Section 6.3.

3.2.5 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

## PHASE 2 SERVICES

3.3 Refer to Article 5 for Architects Phase II services

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### 4.1 Supplemental Services

4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.



Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
4.1.1.1 Programming	Program Verification by Architect in base scope. Refer to Article 3.1
4.1.1.2 Measured drawings	Not provided
4.1.1.3 Existing facilities surveys	By Architect in base scope; Includes surveying of building systems open to view of determine compliance with existing building design documentation
4.1.1.4 Site selection evaluation and planning	Not Provided
4.1.1.5 Building Information Model management responsibilities	By Architect in base scope of work for Architect's portion of the work
4.1.1.6 Development of Building Information Models for post construction use	Not provided
4.1.1.7 Civil engineering	By Architect in base scope of work
4.1.1.8 Landscape design	By Architect in base scope of work
4.1.1.9 Architectural interior design	By Architect in base scope of work
4.1.1.10 Detailed cost estimating	By Architect at 50% Schematic Design in base scope of work
4.1.1.11 On-site project representation	Not Provided
4.1.1.12 Conformed documents for construction	By Architect in base scope of work for Architect's portion of the work
4.1.1.13 As-designed record drawings	Not Provided
4.1.1.14 As-constructed record drawings	By Architect in base scope of work for Architects portion of the work
4.1.1.15 Post-occupancy evaluation	Not Provided
4.1.1.16 Facility support services	Not Provided
4.1.1.17 Tenant-related services	Not Provided
4.1.1.18 Architect's coordination of the Owner's consultants	Not Provided
4.1.1.19 Telecommunications/data design	By Architect in base scope of work
4.1.1.20 Security evaluation and planning	By Architect in base scope of work
4.1.1.21 Commissioning	Not Provided
4.1.1.22 Sustainable Project Services pursuant to Section 4.1.3	By Architect in base scope of work
4.1.1.23 Fast-track design services	By Architect in base scope of work
4.1.1.24 Multiple bid packages	By Architect in base scope of work - 4 packages
4.1.1.25 Historic preservation	Not Provided
4.1.1.26 Furniture, furnishings, and equipment design	Assistance by Architect in base scope of work
4.1.1.27 Other services provided by specialty Consultants	Not Provided
4.1.1.28 Other Supplemental Services	Not Provided
4.1.1.29 Surveying, testing and reports	To be negotiated as an additional service to the base scope of work as the need for such service is identified

#### 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect has given written notice to the Owner of the need for the Additional Service either by mail, delivery or e-mail to the Owner and receives the Owner's written authorization:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

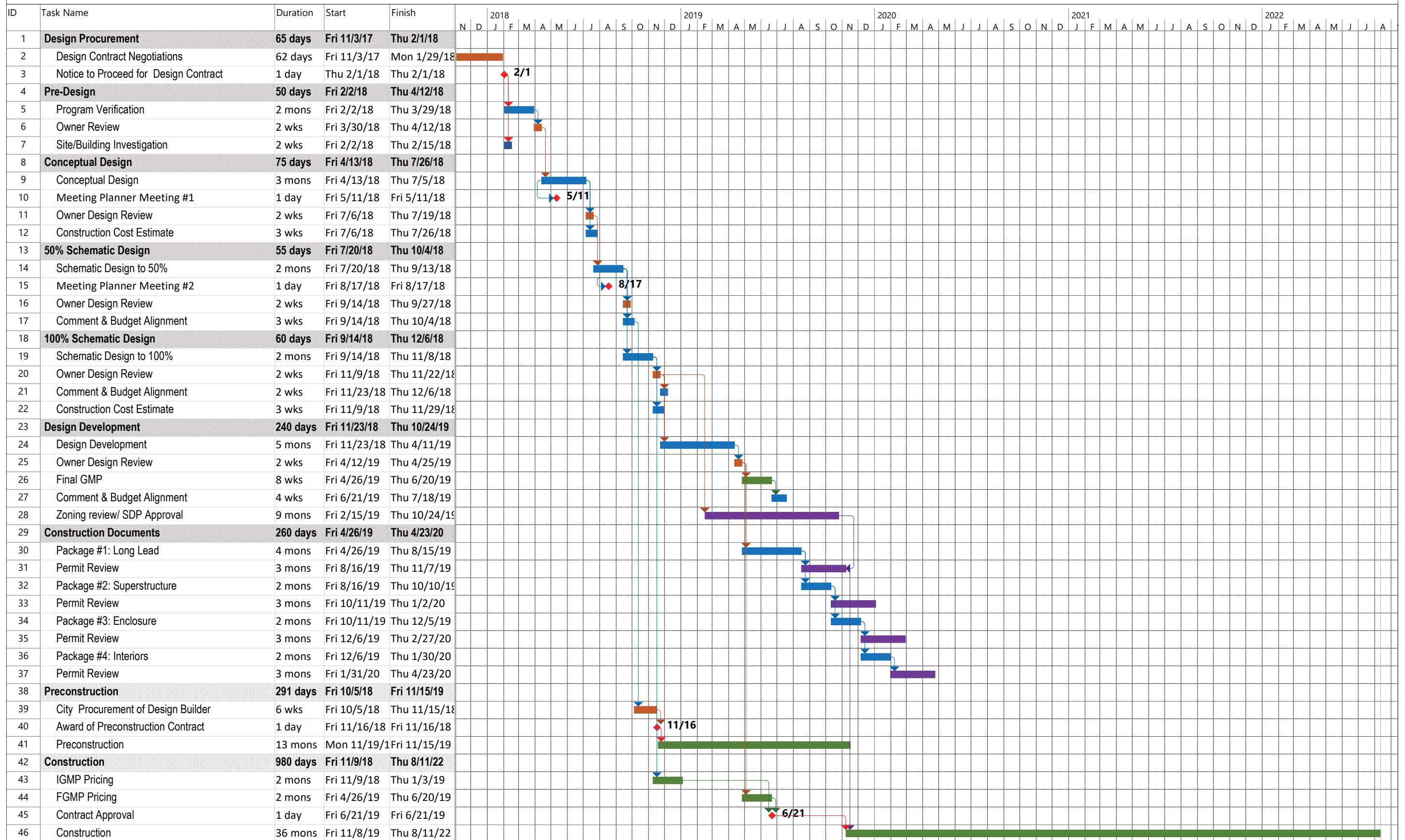
4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

4.2.4 Those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

4.2.5 If the services covered by this entire Agreement have not been completed within Fifty-Six (56) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

# Colorado Convention Center Expansion Project Schedule Option #1



Completion August 2022

# Exhibit A2

(Scope of Work)

## **EXHIBIT A-2 – Phase 2: Architectural/Engineering Services – Scope of Work**

### **ARTICLE 5 ARCHITECT'S BASIC SERVICES PHASE 2**

#### **5.1 General Services**

5.1.1 Basic Services the Architect and its consultants shall provide are set forth in this Article 5. Services not included in this Article 5 are Additional Services.

5.1.2 Not used

5.1.3 The Architect shall review the information furnished by the Design-Builder and notify the Design-Builder of any other information or services that may be reasonably required for the Architect's Portion of the Project.

5.1.4 The Architect shall coordinate its services with those services provided by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall provide prompt written notice to the Design-Builder if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

5.1.5 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Architect's Portion of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

5.1.5.1 The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in existing facilities where such removal is readily achievable. The Design-Builder acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA are subject to various and possibly contradictory interpretations. Architect will use reasonable professional efforts and judgment to interpret applicable ADA requirements and to advise the Design-Builder as to the modifications to the Owner's facility that may be required to comply with the ADA. Such interpretation and judgment will be based on what is known about ADA interpretations at the time this service is rendered. Architect, however, cannot and does not warrant or guaranty that the Owner's facility will fully comply with interpretations of ADA requirements by regulatory bodies or court decisions.

5.1.6 The Architect shall assist the Design-Builder with the evaluation of alternative materials, building systems and equipment, together with other considerations based on the Owner's Criteria, the Project budget, and aesthetics, in developing the design for the Architect's Portion of the Project.

5.1.7 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

5.1.8 The Architect shall not be responsible for any modifications the Design-Builder makes to Instruments of Service, or any other documents or data, prepared by the Architect or the Architect's consultants, unless the Architect provides written approval of such modifications.

5.1.9 The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work related to the Architect's Portion of the Project. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work related to the Architect's Portion of the Project.



5.1.10 If the Architect is to review Shop Drawings and other submittals related to the Architect's Portion of the Project, designed or certified by a design professional other than a design professional retained by the Architect, the Design-Builder shall require that the submittals bear such other design professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such other design professionals.

5.1.11 The Architect shall notify the Design-Builder in a timely manner if the Architect substitutes any of the consultants identified by the Architect in the Initial Information or adds any other consultants for the Project.

5.1.12 Except when direct communications have been specially authorized, the Architect shall endeavor to communicate with the Owner and its consultants and separate contractors through the Design-Builder about matters arising out of or relating to the Architect's Portion of the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with the Contractor and material suppliers shall be through the Design-Builder.

## 5.2 Design Services

5.2.1 **Multi-Discipline Coordination.** Coordinate services provided by the Owner, the Design-Builder and the Design-Builder's consultants and contractors as they relate to the Architect's Portion of the Project.

5.2.2 **Project Design Presentations.** Make presentations to explain the design of the Project to the Owner, Design-Builder, governmental authorities, or others.

- .1 Subject to Section 6.1.1.19, provide not more than four (4) presentations over the duration of this Phase 2 of the Project.

5.2.3 **Governmental Authorities Submissions.** Assist the Design-Builder in connection with the Design-Builder's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

- .1 Subject to Section 6.1.1.20, provide not more than five (5) submissions over the duration of the Project.

5.2.4 **Estimates of the Cost of the Work for the Architect's Portion of the Project.** The Architect will review the estimate of the Cost of the Work prepared by the Design Builder.

5.2.5 The Architect shall attend meetings with the Design-Builder and Owner to discuss and review the Owner's Criteria.

## 5.3 Design Development Phase Services

5.3.1 Based on the Owner's and Design Builder's approval of the Schematic Design Documents, and on the Design Builder's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Design Builder's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

5.3.2 The Architect shall submit the Design Development Documents to the Design Builder, and request the Design Builder's approval.

5.3.3 **Construction Documents.** Upon the Design-Builder's written notice to proceed, the Architect shall further develop the design in accordance with the Design-Build Contract, and prepare Construction Documents for the Architect's Portion of the Project. The Construction Documents shall set forth in detail the requirements for construction of the Architect's Portion of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials, systems and performance criteria required. Construction

Documents may include Drawings, Specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall be consistent with the Design-Build Documents, including the Design-Build Amendment.

**5.3.1 Construction Documents Bid Packages.** The following four bid packages are included in this Contract

- (1) Long Lead Items and required foundation work;
- (2) Superstructure;
- (3) Enclosure;
- (4) Interiors.

### **5.3 Construction Procurement Services**

The Architect shall provide Construction Procurement Services listed in this Section 5.3.

**5.3.5 Substitutions.** Review requests for substitutions, if permitted by the bidding/proposal documents; prepare and distribute addenda identifying approved substitutions to all prospective bidders/proposers. Subject to Section 5.7.1.27.

**5.3.6 Pre-Bid/Proposal Conference.** Participate in a pre-bid conference for prospective bidders or pre-proposal conference for prospective proposers.

**5.3.7 Addenda.** Prepare responses to questions from prospective bidders/proposers and provide clarifications and interpretations in the form of addenda.

**5.3.8 Opening of Bids/Proposals.** Participate in the opening of the bids/proposals. Document and distribute the results, as directed by the Design-Builder.

**5.3.9 Bid/Proposal Evaluation.** Assist the Design-Builder in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.

**5.3.10 Bid/Proposal Negotiations.** Assist the Design-Builder during negotiations with selected prospective contractors and prepare a summary report of the negotiation results, as directed by the Design-Builder.

### **5.4 Construction Contract Administration Services**

The Architect shall provide only those Construction Contract Administration Services listed in this Section 5.4. Duties, responsibilities and limitations of authority of the Architect under this Section 5.4 shall not be restricted, modified or extended without written agreement of the Design-Builder and Architect. The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement unless otherwise modified in writing. The Architect's responsibility to provide the Construction Contract Administration Services under this Agreement, shall coincide with the date of the first service provided in accordance with the Contract for Construction and shall terminate, subject to Section 6.1.1.15, sixty (60) days after the date of Substantial Completion of the Work related to the Architect's Portion of the Project.

It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including the Contract Administration Phase services, have been performed in full by the Architect. The Design-Builder acknowledges that the inability of the Architect to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the Project. Therefore, in the event that this Agreement is prematurely terminated or that the Architect is otherwise precluded from completing the services set forth herein, the Design-Builder agrees to hold harmless, indemnify, and defend the Architect from and against all suits, claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the use of the documents without the Architect's involvement in the completion of the Project.

**5.4.1 Requests for Information.** Review properly prepared, timely requests by the Contractor for additional information about the Contract Documents relating to the Architect's Portion of the Project. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the

Architect and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. If deemed appropriate by the Architect, the Architect may, on the Design-Builder's behalf, prepare, reproduce and distribute supplemental drawings and specifications in response to requests for information by the Contractor.

**5.4.2 Observations of the Work Related to the Architect's Portion of the Project.** Visit the site on behalf of the Design-Builder at intervals appropriate to the stage of construction, or as otherwise agreed to by the Design-Builder and the Architect, to become generally familiar with the progress and quality of Work related to the Architect's Portion of the Project completed, and to determine in general if the Work related to the Architect's Portion of the Project is being performed in a manner indicating that Work related to the Architect's Portion of the Project, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of Work related to the Architect's Portion of the Project. On the basis of these site visits, the Architect shall keep the Design-Builder reasonably informed about the progress and quality of the portion of the Work related to the Architect's Portion of the Project completed, and report to the Design-Builder (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor (2) defects and deficiencies observed in the Work related to the Architect's Portion of the Project (3) recommendations for further inspection and testing of the Work, and (4) recommendations to reject the Work.

- .1 Subject to Section 6.1.1.17, provide not more than one hundred and fifty-five (155) visits to the Project site by the Architect over the duration of the Project during construction.

**5.4.3 Not used.**

**5.4.4 Submittals.** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, product data and samples for the Work related to the Architect's Portion of the Project, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken subsequent to the Design-Builder's review and approval. The Architect's action in reviewing submittals shall be taken in accordance with a submittal schedule approved by the Architect and Design-Builder or, in the absence of an approved submittal schedule, with reasonable promptness, allowing sufficient time for adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. Review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. As part of these services the Architect shall

- .1 subject to Section 6.1.1.18, provide not more than two (2) reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor; and
- .2 maintain a record of submittals and copies of submittals supplied by the Contractor relating to the Architect's Portion of the Project in accordance with the requirements of the Contract Documents.

**5.4.5 Review and Prepare Proposed Change Orders and Construction Change Directives.** Review properly prepared, timely requests for changes in the Work related to the Architect's Portion of the Project, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work related to the Architect's Portion of the Project shall be accompanied by sufficient supporting data and information to permit a reasonable determination without extensive investigation or preparation of additional drawings or specifications. The Design Builder will prepare Change Orders. The Architect will prepare Construction Change Directives for the Design-Builder's approval and execution in accordance with the Contract Documents. Maintain records relative to changes relating to the Architect's Portion of the Project.

**5.4.6 Minor Changes.** Prepare orders for minor changes in the Work related to the Architect's Portion of the Project for issuance by the Design-Builder.

**5.4.7 Project Completion.** Conduct observations of the Work related to the Architect's Portion of the Project to assist the Design-Builder in determining the date or dates of Substantial Completion and the date of final completion. Such observations shall be conducted to check the Work related to the Architect's Portion of the Project for conformance



with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor to be completed or corrected.

- .1 Subject to Section 6.1.1.21, provide not more than two (2) observations for any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete in accordance with the requirements of the Contract Documents.
- .2 Subject to Section 6.1.1.22, provide not more than one (1) observations for any portion of the Work related to the Architect's Portion of the Project to determine final completion.

## 5.5 Sustainability Services

**5.5.1 Sustainability Workshop.** Prior to the conclusion of Schematic Design, the Architect shall conduct a Sustainability Workshop with the Owner and Design-Builder, and to the extent necessary, with the Owner's consultants and separate contractors and the Design-Builder's consultants and contractors, during which the participants will: (1) review and discuss potential Sustainability Certifications; (2) establish the Sustainable Objective; (3) discuss potential Sustainable Measures to be targeted; (4) examine strategies for implementation of the Sustainable Measures; and (5) discuss the potential impact of the Sustainable Measures on the Initial Information set forth in Article 1.

**5.5.2 Preparation of the Sustainability Plan.** Following the Sustainability Workshop the Architect shall prepare the Sustainability Plan. The Sustainability Plan shall identify and describe: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews; testing or metrics to verify achievement of each Sustainable Measure; and the required Sustainability Documentation.

## 5.6 Description of Services

The Architect will provide design services for the following disciplines:

- (24) Architectural Design;
- (25) Structural Design;
- (26) Mechanical and Plumbing Design (2 - Design Criteria Reviews Only);
- (27) Electrical Design (2 - Design Criteria Reviews Only);
- (28) Civil Engineering;
- (29) Landscape Design;
- (30) Interior Design;
- (31) Curtainwall – Exterior Enclosure Design;
- (32) Sustainable Design – LEED;
- (33) Vertical Transportation;
- (34) Acoustical Design;
- (35) Lighting Design;
- (36) Wind Engineering;
- (37) Data – Telecommunications;
- (38) Security Design;
- (39) Signage – Environmental Graphics;
- (40) Code Compliance Design;
- (41) Fire Alarm System – Device location and performance specification;
- (42) Fire Sprinkler System – Performance criteria specification and Zoning only;
- (43) Audio Visual Design;
- (44) Furniture, Fixture and Equipment selection assistance;
- (45) Food Service Design.

## 5.7 Other Services

**5.7.1** The Architect shall provide the listed services only if specifically designated in the table below as the Architect's responsibility, and the Design-Builder shall compensate the Architect as provided in Section 11.2.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>5.7.1.1</b> Programming	Program Verification by Architect in base scope. Refer to Article 3.1
<b>5.7.1.2</b> Measured drawings	Not provided
<b>5.7.1.3</b> Existing facilities surveys	By Architect in base scope; Includes surveying of building systems open to view of determine compliance with existing building design documentation
<b>5.7.1.4</b> Site selection evaluation and planning	Not Provided
<b>5.7.1.5</b> Building Information Model management responsibilities	By Architect in base scope of work for Architect's portion of the work
<b>5.7.1.6</b> Development of Building Information Models for post construction use	Not provided
<b>5.7.1.7</b> Civil engineering	By Architect in base scope of work
<b>5.7.1.8</b> Landscape design	By Architect in base scope of work
<b>5.7.1.9</b> Architectural interior design	By Architect in base scope of work
<b>5.7.1.10</b> Detailed cost estimating	By Architect at 50% Schematic Design in base scope of work
<b>5.7.1.11</b> On-site project representation	Not Provided
<b>5.7.1.12</b> Conformed documents for construction	One issuance at the completion of last bid package by Architect in base scope of work for Architect's portion of the work
<b>5.7.1.13</b> As-designed record drawings	Not Provided
<b>5.7.1.14</b> As-constructed record drawings	By Architect in base scope of work for Architects portion of the work
<b>5.7.1.15</b> Post-occupancy evaluation	Not Provided
<b>5.7.1.16</b> Facility support services	Not Provided
<b>5.7.1.17</b> Tenant-related services	Not Provided
<b>5.7.1.18</b> Architect's coordination of the Owner's consultants	Not Provided
<b>5.7.1.19</b> Telecommunications/data design	By Architect in base scope of work
<b>5.7.1.20</b> Security evaluation and planning	By Architect in base scope of work
<b>5.7.1.21</b> Commissioning	Not Provided
<b>5.7.1.22</b> Sustainable Project Services pursuant to Section 5.5	By Architect in base scope of work
<b>5.7.1.23</b> Fast-track design services	By Architect in base scope of work
<b>5.7.1.24</b> Multiple bid packages	By Architect in base scope of work - 4 packages
<b>5.7.1.25</b> Historic preservation	Not Provided
<b>5.7.1.26</b> Furniture, furnishings, and equipment design	Assistance by Architect in base scope of work
<b>5.7.1.27</b> Revision of Construction Documents to incorporate material substitutions after the completion of Design Development	Not Provided
<b>5.7.1.28</b> Design for temporary construction including temporary construction required for erection of permanent building components	Not Provided
<b>5.7.1.29</b> Surveying, testing and reports	To be negotiated as an additional service to the base scope of work as the need for such service is identified

**ARTICLE 6 ADDITIONAL SERVICES**

6.1 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 6 shall entitle the Architect to compensation as well as an appropriate adjustment in the schedule for the Architect's services.

6.1.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Design-Builder with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect has given written notice to the Design-Builder of the need for the Additional Service either by mail, delivery or e-mail to the Design-Builder's Representative and receives the Design-Builder's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Design-Builder or Owner, or a material change in the Architect's Portion of the Project including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .3 Services necessitated by decisions of the Owner, Design-Builder, or others not rendered in a timely manner or any other failure of performance on the part of the Owner, Design-Builder, or any of their consultants or contractors;
- .4 Preparation of design and documentation resulting from Value Engineering or for alternate bid or proposal requests proposed by the Design-Builder after the commencement of the Construction Document Phase;
- .5 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 8.8, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .9 Assistance to the Design-Builder in rendering initial decisions on a Claim with a Contractor;
- .10 Reviewing a Contractor's submittal out of sequence from any submittal schedule approved by the Architect and Design-Builder;
- .11 Responding to the Design-Builder's or the Design-Builder's consultants' or contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Design-Builder or the Design-Builder's consultants or contractors from a careful study and comparison of the Contract Documents, field conditions, other Design-Builder-provided information, coordination drawings prepared by the Design-Builder or its consultants, or prior Project correspondence or documentation;
- .12 Preparing Change Orders and Construction Change Directives that require evaluation of proposals and supporting data from the Design-Builder's consultants or contractors, or the preparation or revision of Instruments of Service;
- .13 Evaluating claims submitted by the Design-Builder's consultants, or others in connection with the Work;
- .14 Evaluating substitutions proposed by the Design-Builder or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .15 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project;
- .16 Evaluations related to portions of the Work other than the Work related to the Architect's Portion of the Project;
- .17 Visits to the Project site exceeding limits set forth in Section 5.4.2.1;
- .18 Reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor exceeding limits set forth in Section 5.4.4.1;
- .19 Design presentations exceeding the limits set forth in Section 5.2.2.1;
- .20 Submissions to governmental authorities exceeding the limits set forth in Section 5.2.3.1;

- .21 Inspections of any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete exceeding limits set forth in Section 5.4.7.1; and
- .22 Inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion exceeding limits set forth in Section 5.4.7.2.

6.2 If the services covered by this entire Agreement have not been completed within Fifty-six (56) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 7 DESIGN-BUILDER'S RESPONSIBILITIES**

7.1 The Design-Builder shall provide available information in a timely manner regarding requirements for, and limitations on, the Architect's Portion of the Project.

7.2 Within seven days after receipt of the Architect's written request, the Design-Builder shall request information from the Owner as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Design-Builder shall furnish the information to the Architect.

7.3 The Design-Builder shall periodically update the budget information. If the Owner or Design-Builder significantly increases or decreases the overall budget for the Project or the budget for the Cost of the Work for the Architect's Portion of the Project, the Design-Builder shall notify the Architect. The Design-Builder and the Architect shall thereafter agree to a corresponding change in the scope and quality of the Architect's Portion of the Project.

7.4 The Design-Builder or its identified representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Design-Builder shall promptly notify the Architect in the event that the Design-Builder changes its representative.

7.5 Where not provided by the Owner, the Design-Builder shall furnish any additional surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project.

7.6 Where not provided by the Owner, the Design-Builder shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

7.7 The Design-Builder shall furnish the services of consultants, other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Architect's Portion of the Project. The Design-Builder shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Design-Builder shall furnish copies of the scope of services in the contracts between the Design-Builder and the Design-Builder's consultants.

7.7.1 The Design-Builder shall coordinate with the Owner and provide in a timely manner, requirements and/or input of its own consultants or entities that have conditions that must be included in the design. These conditions may include but are not limited to: artwork, equipment, and appurtenances provided by the Owner or its agents through the Design-Builder. The Design-Builder acknowledges that failure to provide such requirements and/or input in a timely manner during the early phases of the design process, may result in the need for modifications to the design and disruptions to the orderly process of the construction and may additionally result in delays and possibly additional costs (including additional design fees) related to such redesign and/or disruptions. Architect shall not be responsible for any delays or costs resulting from Design-Builder's failure to comply with its obligation to provide all requirements and/or input in a timely manner.

7.8 In contracts with its consultants, the Design-Builder shall require that the consultants' services, whether performed directly by a consultant or by its sub-consultants, shall be performed by qualified professionals, licensed

as may be required by applicable law to perform such services in the jurisdiction where the Project is located. The Design-Builder shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

7.9 The Design-Builder shall notify the Architect in a timely manner if the Design-Builder substitutes any of the consultants identified in the Initial Information or adds any other consultants for the Project.

7.10 The Design-Builder shall furnish to the Architect, in a timely manner, information necessary for the Architect to perform the Architect's Portion of the Project or that is necessary for inclusion in the Architect's Portion of the Project, including detailed layouts and specifications for materials and equipment furnished or designed by others, such as information regarding connections, sizes, loads and other information.

7.11 The Design-Builder shall confer with the Architect before issuing interpretations or clarifications of documents prepared by the Architect. The Architect shall not be responsible for interpretations the Design-Builder issues that are not in conformance with the recommendations of the Architect.

7.12 The Design-Builder shall advise the Architect of the identity of the Design-Builder's other consultants participating in the Project and the scope of their services.

7.13 If the Architect reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Architect's services, the Design-Builder shall furnish the information or services or request that the Owner furnish the information or services.

7.14 The Design-Builder shall furnish tests, inspections and reports required by law or the Contract Documents that are not provided by the Owner, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall receive schedules of and the reports directly from the materials testing agencies in a timely fashion. The Architect shall not be liable or responsible for the report, number and frequencies of the inspections and tests, the information contained therein, reliance upon said report and information by others, or the services, acts or omissions of the materials testing agencies. The Design-Builder shall indemnify and hold the Architect harmless from and against all suits, claims, damages, losses and expenses, including but not limited to, reasonable attorneys' fees arising out of or resulting from the performance or failure of performance of the materials testing agencies.

7.15 The Design-Builder shall furnish, or cause to be furnished, all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Design-Builder's needs and interests.

7.16 The Design-Builder shall provide prompt written notice to the Architect if the Design-Builder becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the Architect.

7.17 The Design-Builder shall comply with legal and code requirements to the extent they affect the Architect's performance of this Agreement.

#### **ARTICLE 8 COST OF THE WORK FOR THE ARCHITECT'S PORTION OF THE PROJECT**

8.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to construct all elements of the Architect's Portion of the Project designed or specified by the Architect and shall include construction general conditions costs, overhead and profit. The Cost of the Work does not include the Design-Builder's fee, costs of tests, or evaluations and reports required for the execution of the Work, the compensation of the Architect, its consultants or any other design professionals on the Project, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Design-Builder or Owner.

8.2 The Design-Builder's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as necessary.

8.3 If the Architect is required to prepare estimates of the Cost of the Work under Section 5.2.4 or as otherwise mutually agreed in writing by the Design-Builder and Architect, such estimates represent the Architect's judgment



as a design professional. It is recognized, however, that neither the Architect has control over the cost of labor, materials or equipment; the methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Design-Builder's budget for the Project or from the Architect's estimate of the Cost of the Work.

8.3.1 If the Architect is required to prepare estimates of the Cost of the Work under Section 5.6 or as otherwise mutually agreed in writing by the Design-Builder and Architect, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to include recommended adjustments in the program and scope of the Architect's Portion of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Design-Builder's budget for the Cost of the Work. The Architect shall base its estimates on current area, volume or similar conceptual estimating techniques. If the Design-Builder requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

8.4 If the Architect is required to prepare estimates of the Cost of the Work under Section 5.6 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and if at any time up to receipt of bids or negotiated proposals the Architect's estimate of the Cost of the Work exceeds the Design-Builder's budget for the Cost of the Work, the Architect shall, upon the request of the Design-Builder, make appropriate recommendations to the Design-Builder to adjust the Project's size, quality or budget for the Cost of the Work, and the Design-Builder shall cooperate with the Architect in making such adjustments.

8.5 If the Design-Builder's contract with the Contractor for the Architect's Portion of the Project has not been executed within 90 days after the Architect submits the Construction Documents to the Design-Builder, through no fault of the Architect, the Design-Builder's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

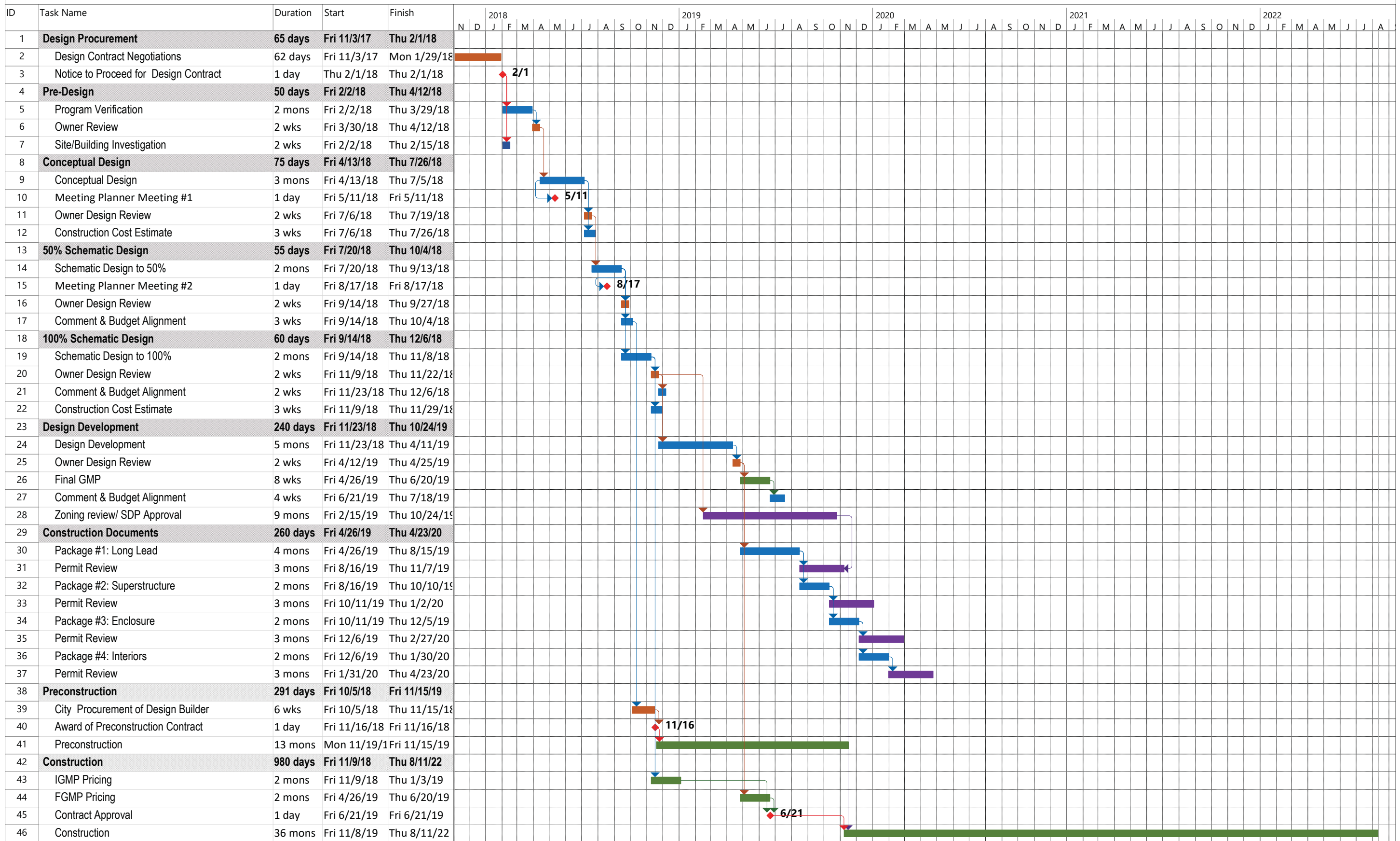
8.6 If the Design-Builder's budget for the Cost of the Work is exceeded by the lowest bona fide bid(s) or negotiated proposal(s) for construction, the Design-Builder shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Architect's Portion of the Project within a reasonable time;
- .3 in consultation with the Architect, revise the program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

8.7 If the Architect is obligated to provide estimating services under Section 5.6 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and the Design-Builder chooses to proceed under Section 6.6.4, the Architect, shall modify the Construction Documents related to the Architect's Portion of the Project as necessary to comply with the Design-Builder's budget for the Cost of the Work. The Architect's modifications under this Section 8.7 shall be the limit of the Architect's responsibility under this Article 8.

8.8 If the Architect is not obligated to provide estimating services, this Section 8.8 shall apply, and the Design-Builder shall provide estimates for the Cost of the Work. The Design-Builder shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work as the Architect progresses with its services. The Architect shall prepare, as an Additional Service pursuant to Section 4.1.1.7, revisions to the Drawings, Specifications or other documents as required to comply with the Design-Builder's budget for the Cost of the Work or due to inaccuracies or incompleteness in preparing cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Design-Builder any material inaccuracies and inconsistencies noted during any such review.

# Colorado Convention Center Expansion Project Schedule Option #1



Completion August 2022

# Exhibit B

(Rate Sheets)



**Exhibit B - Rate Sheets**

**ATTACHMENT 2  
CONSULTANT TEAM MEMBERS**

**PRIME CONSULTANT FENTRESS ARCHITECTS**

List ALL potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rates. 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		\$400.00
Lead Designer		\$315.00
Project Manager		\$255.00
Quality Assurance Manager		\$300.00
Project Architect		\$210.00
Architect 3		\$170.00
Architect 2		\$135.00
Architect 1		\$100.00
Intern Architect		\$ 80.00
Interior Designer 3		\$185.00
Interior Designer 2		\$110.00
Interior Designer 1		\$ 80.00
Model Shop		\$140.00
Administration		\$115.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.99%

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name:  Ambient Energy

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

Title/Classification	Responsibilities	Rate/Hr.
Principal		\$188.00
Project Manager		\$162.00
Building Performance Engineer		\$136.00
Sustainability Specialist		\$130.00
Commissioning Agent		\$146.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:  3.04 .

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

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: ArtHouse 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	Participate in all project meetings, attend to the needs of the client and oversee the firm's design approach.	\$175/hr.
Design Director	Participate in project meetings and manage the project team. Coordinate schedules, submittals & meetings, oversee the quality of deliverables.	\$150/hr.
Senior Designer	Participate in project meetings, design & implement the strategic approaches developed by the collective team, act as liaison with chosen fabricator.	\$150/hr.
Senior Designer	Design and implement the strategic approaches developed by the collective team.	\$150/hr.
Senior Designer	Design and implement the strategic approaches developed by the collective team.	\$150/hr.
Designer	Provide assistance to project leaders through information gathering, design development and implementation and presentation support.	\$125/hr.
Designer	Provide assistance to project leaders through information gathering, design development and implementation and presentation support.	\$125/hr.
Production/Support	Provide assistance with file preparation, production, mockups etc.	\$100/hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.25.

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: BCER Engineering

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; QA/QC	\$210.00
Senior Consultant Engineer I	Project design; project management; QA/QC	\$180.00
Senior Engineer	Project design	\$165.00
Project Engineer/Senior Designer	Project design	\$140.00
Engineer III	Project design	\$125.00
Engineer II	Project design	\$105.00
Designer III	Project design	\$115.00
Designer II	Project design	\$100.00
CADD Operator II	Drawing and model production	\$90.00
CADD Operator I	Drawing and model production	\$80.00
Project Coordinator	Project coordination	\$80.00
Clerical	Administrative	\$75.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.38.

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

### SUB-CONSULTANT TEAM MEMBERS

Firm Name: WC & Partners, 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.
Executive Principal	Client Liaison, legal/administrative, conceptual design and systems development/creative design, quality and time control, project counsel.	\$300/hour
Principals	Schematic design development, overall team management/staffing, coordination between A/E Convention Center and WC&P teams, internal/external budget management.	\$225/hour
Sr. Associates	Day-to-day detailed project management, staff, budget and time control, production management Construction Administration coordination, site review, inspections, meeting attendance	\$150/hour
Associates	N/A	\$135/hour
Consultants	N/A	\$100/hour
Technicians	CADD and BIM design	\$90/hour
Administration	Administrative duties	\$75/hour

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0.

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: CPP, 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	Project Director	\$336
Project Engineer	Project Engineer	\$182
Project Manager	Project Manager	\$182
Senior Eng. Tech.		\$168
Engineer		\$168
Sr. CAD Designer		\$168
CAD Operator		\$122
Machinist		\$122
Clerical		\$90
Engineering Tech.		\$84
Model Const. Tech.		\$84
<b>Equipment Type</b>		
CFD Computing		\$400
Wind Tunnel		\$198
Pressure Measurement System		\$68
Flame Ionization Detection System		\$37
Flame Ionization Gas Chromatograph System		\$37
Data Acquisition and Processing System		\$37
Velocity Measurement System		\$37
Video System		\$50

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.86.

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

### SUB-CONSULTANT TEAM MEMBERS

Firm Name: enLighten Engineering, 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.
QAQC Engineer	Electrical Quality Control	\$204/Hr.
Senior Project Engineer	Electrical Engineering	\$120/Hr.
Designer/Drafter	Electrical Design/Drafting	\$70/Hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8 .

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Fortune Shepler Saling 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.
Project Manager	Analysis, specifications, oversight	\$175.00
Project Designer	VT drawings and design coordination	\$125.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2.

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



**ATTACHMENT 2**  
**CONSULTANT TEAM MEMBERS**

**PRIME CONSULTANT:** K2 Audio, LLC

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 Consultant	Administrative, general design input	\$170
Sr. Consultant	Project Management, detailed design	\$135
Consultant	Detailed design, and general support	\$120
Sr. Designer	Design support	\$95
Designer	Design support	\$85

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.06.

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

### SUB-CONSULTANT TEAM MEMBERS

Firm Name: MDP Engineering Group

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	Oversight and Approval for Peer Review & QC of MEP Drawings	\$225
Project Manager	Manage Peer Review & QC of MEP Drawings	\$135
Engineer II	Assist Management Team with Peer Review & QC of MEP Drawings	\$110

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

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name:     Martin/Martin, Inc.    

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Engineer-of-Record	\$185.00
Associate	Overall Project Management	\$160.00
Senior Project Engineer	Sub-Project Manager	\$150.00
Project Engineer	Design Engineering	\$130.00
Professional Engineer	Design Engineering	\$120.00
Engineer-in-Training II	Design Engineering Tasks	\$110.00
Engineer-in-Training I	Design Engineering Tasks	\$95.00
Senior Designer	Drawing Production	\$130.00
Designer	Revit Modeling	\$110.00
Technician III	Drafting and Modeling	\$100.00
Technician II	Drafting and Modeling	\$90.00
Technician I	Drafting	\$80.00
Administrative	Administrative Tasks	\$70.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:   3.00  .

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

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Harold Massop Associates Architects, P.C.

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.
Architect - 1	Principal - Project Manager	\$180.00 / hr
Architect - 2	Architectural V1 Production	\$140.00 / hr
Architectural Intern	Architectural Drafter III	\$100.00 /hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.78.

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

### SUB-CONSULTANT TEAM MEMBERS

Firm Name: ME Engineers, 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		\$204
Senior Associate		\$154
Associate		\$138
Senior Project Manager		\$138
Project Manager		\$121
Project Engineer		\$101
Designer		\$104
CAD Operator		\$ 83
Administrative Staff		\$ 70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.34.

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: MIG, 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	Project oversight and advisory	\$235
Director	Specialty practice area	\$190
Civil Engineer	Civil engineering	\$160
Urban Design	Urban planning, design, and graphics	\$100
Visualization Specialist	Visualization graphics	\$135
Associate	Project support and administration	\$85
Assistant	Administrative duties	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.7.

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Rider Levett Bucknall

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal-in-Charge/Lead Cost Estimator	\$210/Hr.
Associate	Senior Cost Manager	\$165/Hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:  3.11 .

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: San Engineering, 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.
Civil Engineering Mgr.	Design / Management	\$130.00
Struct. Engineering Mgr.	Design / Management	\$130.00
Sr. Project Engineer	Design / Management	\$120.00
Staff Engineer	Design / Production	\$115.00
Sr. CAD Drafter	Drafting / Design	\$105.00
Drafter	Drafting	\$95.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.53.

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



**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: SBSA, INC.

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

Title/Classification	Responsibilities	Rate/Hr.
SENIOR VICE PRESIDENT - ARCHITECTURE	OVERSEE ALL PEER REVIEW AND NEW DESIGN PROJECTS	\$200/HR
ARCHITECT	PERFORM PLAN AND SITE REVIEWS OF PROJECTS	\$170/HR
ADMINISTRATIVE ASSISTANT	EDIT REPORTS AND MANAGE INFORMATION ELECTRONICALLY	\$80/HR

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.44.

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

### SUB-CONSULTANT TEAM MEMBERS

Firm Name: Short Elliott Hendrickson Inc. (SEH®)

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	Quality Assurance, Contract Compliance, Resource Allocation	\$229
Project Engineer/Architect	Technical leadership for design tasks, lead discipline designs, prepare reports and estimates - Professional Engineer or Architect	\$149

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1.

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Thornton Tomasetti

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		\$200.00
Project Manager		\$175.00
Project Engineer		\$130.00
Senior Engineer		\$120.00
Engineer		\$95.00
Senior Modeler		\$125.00
Modeler		\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.24

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Wiss, Janney, Elstner Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Building Enclosure Design, CD's, CA	\$266.34
Associate Principal	Building Enclosure Design, CD's, CA	\$212.92
Senior Associate	Building Enclosure Design, CD's, CA	\$179.15
Associate III	Building Enclosure Design, CD's, CA	\$151.03
Specialist	Drafting, CA	\$119.46

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.4287 .

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

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Carol Wallace Associates

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Convention Center Operations review	\$150/HR

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.00 .

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

<b>CCC XP Reimbursable Expenses</b>					
Reimbursable expenses include:	Phase 1		Phase 2	Total	
Out of town transportation in connection with the project for travel authorized by the client (transportation lodging and meals); for Benchmarking, Building System Testing, Meeting Planner forums etc.	10 Man trips at \$2,000	\$ 20,000	14 Man trips at \$2,000	\$ 28,000	\$ 48,000
Shipping costs (courier, postage, dedicated web hosting, etc.);		\$ 1,000		\$ 6,600	\$ 7,600
Reproduction costs for plans, sketches, drawings, graphic representations and other documents specifically requested by the Client - Includes 3 sets of drawings at 9 major issuances		\$ 7,000		\$ 22,000	\$ 29,000
Certification costs for third party certification - Covers LEED registration ( LEED review fees not included)		\$ -		\$ 2,000	\$ 2,000
Fees for permits, licenses, or approvals from Authorities Having Jurisdiction;	Permit fees not Included	\$ -	Permit fees not Included	\$ -	\$ -
Miscellaneous direct expenses incurred by the architect's employees, engineering consultants and other consultants. - i.e. model materials, presentation boards, meals for work meetings with client etc.		\$ 8,000		\$ 20,000	\$ 28,000
Finish Architecture Model (1 finish model with base building as white block shapes and expansion with finishes represented - Scale 1" = 40')		\$ 40,000		\$ -	\$ 40,000
Finish Architectural Renderings (10 renderings at \$4000 each)		\$ 40,000		\$ -	\$ 40,000
<b>Total</b>		<b>\$ 116,000</b>		<b>\$ 78,600</b>	<b>\$ 194,600</b>

# Exhibit C

(Key Personnel)

## Curtis Fentress FAIA, RIBA Principal in Charge | Fentress Architects



Curtis Fentress is an internationally-acclaimed architect with a worldwide design portfolio of public landmarks. He is responsible for over \$30 billion in design work that has received more than 500 project awards and accolades. Curtis was Principal in Charge for Phase I and Phase II of the Colorado Convention Center.

In 2016, Curtis was inducted into the Colorado Business Hall of Fame for his enduring and innovative professional contributions to Colorado. In 2012, Curtis was honored as AIA Colorado's Architect of the Year. Curtis is the 2010 recipient of the American Institute of Architects' Thomas Jefferson Award, the highest honor in public architecture worldwide. He is a Fellow of the American Institute of Architects for notable contribution to the advancement of the profession of architecture (inducted 1996), and an elected member of the Royal Institute of British Architects (1994).

**Years of Experience** 43  
**Years with Firm** 37

### Education

Bachelor of Architecture  
North Carolina State University 1972

### Registrations

Registered Architect  
Colorado #301908  
plus 48 additional states

## Michael Winters FAIA, LEED AP BD+C Lead Designer | Fentress Architects



Michael's career has focused on convention centers. He finds design inspiration in natural environments and local culture, and pioneered the firm's "contextual regionalism" philosophy. Michael's desert projects were inspired by discovery walks where he collected local stones and native resources to define the colors, textures and materials that would root the buildings in their place. Michael has worked on all of Fentress' convention center designs for a total of more than 15 million square feet. Michael was the Lead Designer for both Phase I and Phase II of the Convention Center.

Michael has the inventive and dynamic ability to bring the design problems of large, complex projects down to a reachable human scale. Part of this process involves simplifying the project plan to allow for intuitive circulation which makes navigation easier for people in large scale convention centers.

**Years of Experience** 40  
**Years with Firm** 37

### Education

Master of Architecture  
University of Colorado 1980

Bachelor of Architecture  
University of Wisconsin 1977

### Registrations

Registered Architect  
Colorado #201891  
plus 6 additional states



**John Kudrycki** AIA, LEED AP BD+C  
Project Manager | Fentress Architects



John Kudrycki has managed over \$2 billion worth of construction during his 33-year architectural career. With 28 years at Fentress Architects, John has a strong background in public sector projects that includes convention centers. John worked as Project Architect for Phase I and Project Manager on Phase II of the Colorado Convention Center Expansion, giving him invaluable knowledge of the facility. John was the lead on-site architect during construction of both phases and knows the intricacies of the building's construction. This experience demonstrates John's expertise managing expansion and renovation projects that are constructed in and around operational facilities.

**Years of Experience** 35  
**Years with Firm** 29

**Education**

Bachelor of Architecture  
Lawrence Institute of Technology  
1977

**Registrations**

Registered Architect  
Colorado #305169  
plus 6 additional states

**Ned Kirschbaum** FAIA, LEED AP BD+C  
QA/QC | Fentress Architects



As Principal in Charge of Technical Design for Fentress Architects, Ned is responsible for quality assurance, quality control, design production, construction document standards, and implementation of innovative technologies. Ned has been a leader in the implementation of new technologies and materials since the beginning of his career. He believes technology should not be an end in itself but should serve to effectively and efficiently convey the design in the building environment..

Ned has worked with Mike, Curtis, John, Kelly, and Lauren for over 20 years.

**Years of Experience** 38  
**Years with Firm** 27

**Education**

Bachelor of Science, Architectural  
Engineering, University of Colorado  
1981

**Registrations**

Registered Architect  
Colorado #202131  
plus 9 additional states

**Tim Lack** PE  
Structural Engineer/Martin/Martin



**Years of Experience** 30  
**Years with Firm** 27  
**Education**  
BS, Civil Engineering  
University of Iowa 1986  
**Registrations**  
PE Colorado #27682

Tim has worked on numerous projects at the Colorado Convention Center, including structural design for the Phase I facility as well as the Phase II expansion and the 2017 Basis of Design.

**Stan Welton** PE SE  
Structural QA/QC/  
Thornton Tomasetti



**Years of Experience** 39  
**Years with Firm** 5  
**Education**  
BSCE University of Wisconsin 1978  
**Registrations**  
PE Colorado #20280

Stan was the structural engineer on the Colorado Convention Center Phase II. He provides specialty consulting for large and long-span structures.

**Mike Goldstein** PE  
Structural Engineer/Martin/Martin



**Years of Experience** 31  
**Years with Firm** 26  
**Education**  
BS, Civil Engineering  
University of Colorado 1986  
**Registrations**  
PE Colorado #27669

Mike was the project manager on the Phase 2 Colorado Convention Center Expansion project. He continues to provide similar services at the Convention Center.

**Mark Upton** PE  
Structural QA/QC PM/  
Thornton Tomasetti



**Years of Experience** 17  
**Years with Firm** 5  
**Education**  
MSCE University of Arizona 2002  
**Registrations**  
PE Colorado #38188

Mark provided structural engineering services on the Colorado Convention Center Phase II. His experience spans a variety of structural project types and sizes.

**Kelly Knowles** PE  
Structural Engineer/Martin/Martin



**Years of Experience** 18  
**Years with Firm** 13  
**Education**  
BS, Civil Engineering  
University of Wyoming 1999  
**Registrations**  
PE Colorado #38107

Kelly has extensive large project experience and specializes in long-span roof systems. He provides a wide range knowledge base in the ever-changing static and dynamic demands imposed on roof systems.

**Allen Thompson** PE  
Structural QA/QC/  
Thornton Tomasetti



**Years of Experience** 25  
**Years with Firm** 5  
**Education**  
ME Structural Engineering  
Stevens Institute of Technology 1998  
**Registrations**  
PE Colorado #38107

Allen has more than 25 years of experience in structural design, project management and coordination, connection design and detailing.

**Jeff Pedersen** AIA  
Architecture and Civil Manager/  
SEH, Inc.



**Years of Experience** 35  
**Years with Firm** 7  
**Education**  
Master of Architecture  
Cranbrook Academy of Art 1979  
**Registrations**  
Registered Architect  
Colorado #B1803

Jeff was SEH's Manager for the Basis of Design recently completed for the Colorado Convention Center Expansion.

### **Layne Webber**

PE LEED AP BD+C  
Electrical Engineer/  
enLighten Engineering



**Years of Experience** 23  
**Years with Firm** 3  
**Education**  
Bachelor of Science in Architectural  
Engineering  
University of Colorado 1984  
**Registrations**  
PE Colorado #35145  
Layne was the electrical engineer  
for the Colorado Convention Center  
Expansion Phase II project.

**Brian Unekis** PE  
Mech., Plumbing, Lighting  
Manager/ME Engineers, Inc.



**Years of Experience** 21  
**Years with Firm** 19  
**Education**  
Bachelor of Science, Architectural  
Engineering, Kansas State University  
1996  
**Registrations**  
PE, Colorado #0035816

Brian has a wide variety of experience including convention facilities and other long span facilities. He stresses building and maintaining client relationships while delivering successful, on time projects.

### **Stephen Rondinelli**

AIA  
Fire Protection, Life Safety QA/QC/  
BCER Group



**Years of Experience** 43  
**Years with Firm** 11  
**Education**  
Master of Architecture  
University of Colorado 1983  
**Registrations**  
Registered Architect  
Colorado #202547  
Steve provided fire protection,  
life safety QA/QC for the Colorado  
Convention Center Phase II project  
and the Basis of Design.

**Roger Loomis** PE  
Mechanical Engineer/  
ME Engineers, Inc.



**Years of Experience** 36  
**Years with Firm** 22  
**Education**  
Bachelor of Science, Mechanical  
Engineering, California Polytechnic  
State University 1981  
**Registrations**  
PE, Colorado #0030868

Roger was the mechanical engineer for the Phase II expansion and the recently completed Basis of Design for the Colorado Convention Center rooftop expansion.

### **Jay Renkens**

AICP  
Landscape Architect,  
Placemaking/MIG, Inc.



**Years of Experience** 14  
**Years with Firm** 12  
**Education**  
Master of Urban and Regional  
Planning, Portland State University  
**Registrations**  
American Institute of Certified  
Planners  
Jay led the recently completed Master  
Plan for the Colorado Convention  
Center with Fentress as a team  
member.

# Exhibit D

(ACORD Insurance Certificate)

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

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


<b>PRODUCER</b> USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood, CO 80155 800 873-8500		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>800 873-8500</b> FAX (A/C, No): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> Fentress Architects, Ltd. 421 Broadway Denver, CO 80203		INSURER A : Travelers Indemnity Co. of America <b>25666</b> INSURER B : Travelers Property Cas. Co. of America <b>25674</b> INSURER C : Charter Oak Fire Insurance Company <b>25615</b> INSURER D : XL Specialty Insurance Company <b>37885</b> INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6809H617484	04/29/2017	04/29/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA7B032901	04/29/2017	04/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	CUP7B048947	04/29/2017	04/29/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB4576T515	04/29/2017	04/29/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made			DPR9913463	04/29/2017	04/29/2018	\$5,000,000 per claim \$10,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Colorado Convention Center.**  
  
**As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.**

<b>CERTIFICATE HOLDER</b>  City and County of Denver Attn: Exec. Dir of Public Works 201 W. Colfax Ave., Dept. 601 Denver, CO 80202	<b>CANCELLATION</b> 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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# Exhibit E

(Draft Assignment and Assumption Agreement)

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Design Services Agreement – Colorado Convention Center Expansion)**

**THIS ASSIGNMENT AND ASSUMPTION OF DESIGN CONTRACT** (the “Assignment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (“Assignor”), and **DESIGN BUILDER, INC.**, a \_\_\_\_\_ corporation (“Assignee”), whose address is \_\_\_\_\_.

Prior to the Effective Date, Assignor entered into a design services contract with Fentress Architects, LTD. (the “Design Consultant”) dated \_\_\_\_\_ (the “Design Contract”), for the design of the Colorado Convention Center Expansion Project (the “Project”). The Design Contract includes Design Consultants consent to this assignment.

Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights, interests and responsibilities under the Design Contract.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment.** As of the Effective Date, Assignor hereby assigns, sells and transfers, without recourse or warranty, to Assignee all of Assignor’s rights, interests, obligations and liabilities under or arising out of the Design Contract.to the Assignee.
- 2. Acceptance.** As of the Effective Date, Assignee expressly accepts the assignment of the Design Contract and without recourse or warranty accepts all of Assignor’s rights, interests, obligations and liabilities under or arising out of the Design Contract. Any reference to Assignor in the Design Agreement shall be deemed to be a reference to the Assignee.
- 3. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
- 4. Applicable Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- 5. Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.
- 6. No Warranty.** With Respect to all matters transferred by this Assignment, whether tangible or intangible, personal or real, Assignor expressly disclaims a warranty of merchantability and warranty for fitness for a particular use or any other warranty expressed or implied that may arise by operation of law or under the Uniform Commercial Code for the State of Colorado (or any other State.)
- 7. Severability.** Except for the provisions of the Assignment requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction



finds any provision of the Assignment or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**[ELECTRONIC SIGNATURES FOLLOW]**

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

CITY AND COUNTY OF DENVER,

**ASSIGNEE:**

DESIGN BUILD ENTITY, INC.,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

# Exhibit F

(Appropriation and Encumbrance Form)



# Appropriation and Encumbrance Form

Department of Public Works  
201 W. Colfax Avenue, Dept 506, Denver, CO 80202

Contractor: \_\_\_\_\_  
Contract No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Vendor ID: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

It is hereby mutually agreed that when this APPROPRIATION AND ENCUMBRANCE FORM has been signed by the contracting parties, the following described work/services shall be executed by the Contractor without changing the terms of the Contract except as herein stipulated and agreed:

The sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the Contract.

THE CONTRACTOR AGREES to perform all work/services required to complete the above described work in accordance with requirements for similar work/services, except as otherwise stipulated herein, for the following considerations:

**Appropriation and Encumbrance Amount \$** \_\_\_\_\_

**Accepted for Contractor by** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

COST SUMMARY FOR CONTRACT NO.		
Original Work/Services Authorized:	\$ _____	Approved – Department of Finance, Chief Financial Officer or delegate <span style="float: right;">Date</span>
Previous Authorizations:	\$ _____	
Net Prior to this Authorization:	<u>\$0.00</u>	Approved – Public Works – City Engineer <span style="float: right;">Date</span>
Authorization Amount:	\$ _____	
Revised Authorization Amount:	<u>\$0.00</u>	Approved – Public Works Director, IMP <span style="float: right;">Date</span>
Maximum Contract Amount:	\$ _____	
Contract Amount Remaining:	<u>\$0.00</u>	Approved – Using Agency (If non PW) <span style="float: right;">Date</span>
		Approved – Project Manager <span style="float: right;">Date</span>