

## THIRD AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RIOS, INC.**, a California corporation formerly known as Rios Clementi Hale Studios, whose address is 3101 Exposition Place, Los Angeles, California 90018 (the “Design Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into a Design Services Agreement dated January 14, 2020, an Amendatory Agreement dated July 8, 2020 and Second Amendatory Agreement dated October 12, 2022 (collectively, the “Agreement”), to furnish professional design services.

**B.** The Parties wish to amend the Agreement to increase the Maximum Contract Amount, extend the Term and to make such other Amendments as are herein set forth.

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

1. All references to “...Exhibit A, A-1 and A-2” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2 and A-3...” as applicable. The Scope of Work marked as ‘**Exhibit A-3**’ is attached and incorporated to this Third Amendatory Agreement.

2. All references to “...Exhibit B, B-1, and B-2” in the existing Agreement shall be amended to read: “...Exhibits B, B-1, B-2 and B-3...” as applicable. The Schedule of Billing Rates marked as ‘**Exhibit B-3**’ is attached and incorporated to this Third Amendatory Agreement.

3. All references to “...Exhibit C, C-1, and C-2” in the existing Agreement shall be amended to read: “...Exhibits C, C-1, C-2 and C-3...” as applicable. The Key Personnel marked as ‘**Exhibit C-3**’ is attached and incorporated to this Third Amendatory Agreement.

4. Section 3.01 of the Agreement, entitled “**Fee for basic services.**”, is amended to read as follows:

**“3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **THREE MILLION FORTY-FOUR THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$3,044,650.00)**,

in accordance with the billing rates and project budget stated in **Exhibits A, A-1, A-2 and A-3**, and **Exhibits B, B-1, B-2, and B-3**. The amount budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or their designee, and subject to the Maximum Contract Amount stated in this Section 3.”

5. Section 3.02 of the Agreement, entitled “**Reimbursable Expenses.**” is deleted in its entirety and replaced with the following:

“**3.02 Reimbursable Expenses.** Unless expressly authorized by the City, the City will not compensate the Design Consultant for expenses such as postage, travel, mileage (if the project is within the City and County of Denver boundary), telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. Such costs are, in all such instances, included in the hourly rates paid by the City. The maximum amount to be paid for all reimbursable expenses under this Agreement is **TWO HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$265,150.00)** unless an additional amount is approved by the Director or his/her designee in writing, subject to the Maximum Contract Amount stated herein.”

6. Section 3.04 of the Agreement, entitled “**Maximum Contract Amount.**”, subparagraph (a) is amended to read as follows:

“**3.04 Maximum Contract Amount.**

(a) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED AND TWENTY-TWO DOLLARS AND NO CENTS (\$3,558,522.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A, A-1, A-2 and A-3**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under this Agreement.”

7. Section 3.05, entitled “**Additional Services.**”, is added to the Agreement as follows:

“**3.05 Additional Services.**

If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **TWO HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED AND TWENTY-TWO DOLLARS AND NO CENTS (\$248,722.00)**.

8. Section 4.01 of this Agreement, entitled “**Term.**”, is amended to read as follows:

“**4.01 Term.** The term of this Agreement will commence upon final execution of this Agreement by all Parties and expire on December 31, 2026, unless sooner terminated. The term of this Agreement may be extended by the City under the same terms and conditions for up to one additional twelve (12) month renewal term by written notice to Design Consultant.”

9. Section 5.04 of the Agreement entitled “**Design Consultant's Records.**” is hereby deleted in its entirety and replaced with the following:

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

10. Section 5.19 of the Agreement entitled “**No Employment of a Worker Without Authorization to Perform Work Under this Agreement.**” is hereby deleted in its entirety.

11. Section 5.29 of the Agreement entitled “**Compliance with Denver Wage Laws.**” is added to the Agreement as follows:

“**5.29 Compliance with Denver Wage Laws.** To the extent applicable to the Design Consultant’s provision of Services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City’s

Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

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

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

**Contract Control Number:** PARKS-202472487-03 / 201952628-03  
**Contractor Name:** Rios, Inc.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_


\_\_\_\_\_

By:

\_\_\_\_\_

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

PARKS-202472487-03 / 201952628-03  
Rios, Inc.

By:  \_\_\_\_\_  
7515B01510724FC...

Name: Nate Cormier  
(please print)

Title: Managing Studio Director  
(please print)

ATTEST: [if required]

By:  \_\_\_\_\_  
EB8EED6B7C6F41A...

Name: Mark Motonaga  
(please print)

Title: Creative Director, Partner  
(please print)

## **Exhibit A-3**

### **Skyline Park Improvements Project - Phase 1, Stage 2: Final Design**

#### **SCOPE OF WORK**

##### **PROJECT OVERVIEW**

This scope of work is intended to define Stage 2 design services and construction administration for the Phase 1 Implementation of the Skyline Park Improvements project as outlined in the Stage 1 Design Contract. Beginning in 2020, Denver Parks & Recreation, in consultation with the Elevate Denver Bond team, led an extensive public engagement and concept design process for all three blocks of the transformation of Skyline Park.

Skyline Park spans three blocks along Arapahoe Street between 15<sup>th</sup> Street and 18<sup>th</sup> Street. Phase 1 of the reconstruction work includes all of Block 2, located adjacent to Arapahoe Street between the 16<sup>th</sup> Street Mall and 17<sup>th</sup> Street. The site area will include improvements in the rights of way of Arapahoe St and 17<sup>th</sup> Street and coordination with the reconstruction of the 16<sup>th</sup> Street Mall. Additional coordination will be necessary with property owners on the west side of the park and with the owners of the D+F Tower. Skyline Park is located in a highly trafficked downtown area. The existing park consists of improvements from multiple eras including its initial construction in the 1970s and subsequent modifications during the early 2000's. The construction of phase 1 will consist of significant structural, drainage, utility, urban forestry, and right-of-way modifications. The Skyline Park design will be site specific and will include custom elements.

The "Phase 1 Final Design" will proceed from the concept design completed by RIOS in 2021 which gives guidance to the conceptual design of all three blocks including the form, layout, and programming that will be incorporated into the final design of Phase 1 (Block 2). The community supported concept plan includes a multiuse public plaza that hosts seasonal uses for skating and interactive water features, a shaded grove area that accommodates seating and small group gatherings, and a building hub that allows for food and beverage sales, skate and recreation rentals, public restrooms, mechanical equipment, and maintenance storage. The park will include durable and sustainable, low maintenance materials, appropriate for a high quality, high use park in a downtown urban environment. Existing materials should be considered for salvage and reused whenever feasible. The final design must consider flexibility for a variety of programming possibilities, lighting and communications for normal use, events and security, utilities to support park uses and maintenance access.

The consultant team shall consist of all necessary disciplines to fully integrate this one-of-a-kind park design into its urban landscape. The consultant team will develop, manage, coordinate, and maintain an overall project schedule to ensure the design is completed on schedule and comply with all applicable DPR, DOTI and City and County of Denver standards, regulations, and timelines. The project shall follow the Citywide Sustainability Policy, Executive Order 123 and utilize the Greenprint Denver Construction forms. The Skyline Park Improvement project will follow DOTI's ER and DPR's QA/QC Review process. Additionally, the Design Team will be responsible for working with the City's Development Services division to provide all required assistance necessary to obtain any and all land use, administrative,

and/or entitlement approvals needed by the project.

The following documents are referenced as resources and to provide guidance for the Skyline Park Phase 1 Final Design project. The below list of documents referenced should include but is not limited to:

- As built – original Halprin Design documents 1970s
- As built – Balsley redesign 2004
- As built – Fountain upgrades (2010?)
- Final Concept Design (RIOS - Fall 2021)
- Block 2 Survey (105 West – Spring 2021)
- The Outdoor Downtown plan
- DOTI “Yellow Book”--Standard Specifications for Construction General Contract Conditions 2011 Edition or most recent version
- Denver Parks & Recreation Specifications
- Office of City Forester’s Approved Street Tree List for Denver’s Public Rights-of-way
- Game Plan for a Healthy City (Denver Parks & Recreation 2019)
- Denver Moves: Downtown Final Report
- DOTI’s Ultra-Urban Green Infrastructure Guidelines
- DDPHE’s Limited Environmental Assessment, Skyline Park 1500-1800 Arapahoe

**DESIGN TEAM**

- |                              |                                                                                      |
|------------------------------|--------------------------------------------------------------------------------------|
| 1. RIOS                      | Project Management<br>Landscape Architecture<br>Architecture<br>Signage & Wayfinding |
| 2. Valerian (MWBE)           | Landscape Architecture (Planting), Irrigation Design                                 |
| 3. Modern Ruins              | Historic Architecture                                                                |
| 4. Nora Neureiter (MWBE)     | Public Outreach & Stakeholder Engagement                                             |
| 5. Ricca Design Studios      | Food Service Design & Consulting                                                     |
| 6. Clanton Associates (MWBE) | Lighting Design                                                                      |
| 7. Fluidity                  | Water Feature Design & Engineering                                                   |
| 8. Kimley Horn               | Civil Engineering                                                                    |
| 9. 105 West (MWBE)           | Survey                                                                               |
| 10. HCL Engineering (MWBE)   | Structural Engineering                                                               |
| 11. SynEnergy (MWBE)         | Mechanical, Electrical, Plumbing Design & Engineering                                |
| 12. RoofTech                 | Waterproofing Design & Consulting                                                    |
| 13. King Systems, LLC        | A/V, IT, Access Security                                                             |
| 14. TRIAX (MWBE)             | Geotechnical Engineer                                                                |
| 15. Code Unlimited (MWBE)    | Fire, Life-Safety, Code <i>Consulting</i>                                            |
| 16. Sunland (MWBE)           | Cost Estimation                                                                      |
| 17. Stantec                  | Seasonal Ice Rink Equipment and Coordination                                         |



- 18. Denver Botanic Gardens          Horticultural Consulting
- 19. Service First Permits      Permit Expediting

**ANTICIPATED BASELINE PROJECT SCHEDULE\***

**Q3 2021 | Concept Design Completed**

**Q3 2022 | Final Design Start**

**Q1 2025 | Procure Construction**

**Q2 2025 | Construction Start**

**Q3 2026 | Substantial Completion**

The consultant shall acknowledge that they can comply with the milestone dates listed above or propose a schedule indicating milestone dates for each required submittal. The schedule should include time for meetings, public engagement, City review of deliverables and cost estimates at 30%, 45% (updates to 30% based on program change), 60%, 90% and 100% review.

*\* Timeline is a tentative outline and subject to change based on project needs. Construction timeline shall be coordinated with Parks Permitting and adjacent property owners.*

**PROJECT BUDGET**

Phase 1 construction budget is \$16,000,000 including escalation assuming construction start in 2025. Consultant team is responsible for designing within this budget. 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 the City and in a manner acceptable to the City.

**WORK DESCRIPTION FOR FINAL DESIGN SERVICES**

**Project Management (applies to all tasks):**

The Consultant shall manage the team: staff and subconsultants, providing all necessary communications, scheduling, budgeting, and quality control. Consultant shall schedule, facilitate and record all project meetings and correspondence, prepare, and update the project schedule, prepare monthly invoices and status reports.

- Adherence to approved baseline schedule and meeting of deadlines and milestones
- Quality Assurance and Quality Control of design work products
- Value Engineering/Alternatives to stay within existing design and construction budgets and meet construction schedule requirements
- Proactive design risk management and reporting
- Sustainable design thinking and innovation, including the use and incorporation of site-generated materials in design, integration of water management and quality in landscaping and public realm
- Cost Estimating (estimates at the design milestones of 30%, 60%, and 90%,100%CD)

- Final plans should be permit ready
- Managing scope creep while fulfilling expectations of Client
- Effective coordination of regulatory permitting approvals to meet the above schedule
- Construction/Site Permitting, Respond to Building Department review comments

**Meetings:**

- It is anticipated that Project Management Team (PMT) meetings will be held online on a bi-weekly basis for the duration of the design process.
- Coordination and meetings with DPR and other City agencies as necessary.
- Includes project kickoff, design development reviews, and final design presentation.
- Assumes participation in (5) Executive Leadership Team (ELT) Meetings.

**Project Management Deliverables (applies to all tasks) –**

- Project schedule and monthly updates
- Meeting agendas and summary notes
- Monthly invoices and status updates
- Permit expediting for all city reviews

*\*\*\*Tasks 1A,1C, and portions of 1B (grayed out) relate to work already completed. Continuation of Task 1B and Tasks 1D-5 are covered by this amendment.*

**Task 1**

**Task 1A – Survey and Testing**

The consultant team shall obtain all necessary field data, tests and reports necessary to properly design the Project. The Consultant will be responsible for the accuracy, adequacy and content of such surveys, tests, and reports. In the case of testing, the Consultant shall review all test results and reports and follow their recommendations. A planimetric and topographic survey was completed for Block 2, but additional survey data will be required to map the entirety of the work limits and necessary detail. Any discrepancies in the existing survey should be brought to the attention of the Project Manager during the initial phases of design. Survey, testing, and reports shall include at a minimum the following items:

- Survey: SUE Level B and include all trees, their caliper size, species, Treekeeper data number and elevation at base. 1' Contours and spot elevations. Must include subsurface structure location and elevation and materials. Potholing will be required.
- Geotechnical Soils Testing on Block 2.
- Drainage Report: Hydrology of site and basis for required detention and water quality requirements. Refer to Kimley Horn subconsultant proposals for additional details.
- City (DDPHE) will provide soil testing to develop a profile for any potential contaminants.

**Task 1A Deliverables –**

- Geotechnical investigation and recommendations.
- Horticultural soil analysis.
- Drainage Report.
- Review and comment on Soil profile by DDPHE.
- Full survey that meets City and County of Denver Requirements for Phase 1 Improvements.

### **Task 1B – Public Engagement, Project Communications, and Fundraising**

The Public Engagement process shall be carried over from the Concept Design process to assist in the refinement of the plan to obtain ongoing support for the project and assist with fundraising. Key project stakeholders' group should be convened at least quarterly to review and provide input on relevant issues and choices. Design Consultant shall provide at a minimum the following services:

- Schedule and facilitate up to five (5) stakeholder meetings to gather and review data and discuss recommendations. Each meeting is assumed to be two (2) hours in length.
- Organize and host two (2) public workshops and associated engagement during the final design process to update the community on the evolution of the Concept Plan and obtain input on various components. It is suggested that we host these meetings at 30% and 60% milestones.
  - The two public engagement workshops should each include flyer, online, and paper survey creation and analysis, public meeting, and outreach summary.
  - Provide all meeting graphics, plans, flyers (printed and digital) including text translation and accessibility audit for online posting. All project communications will need to be ADA accessible documents. Meeting flyers shall be translated into Spanish. Design team should plan for a Spanish Language interpreter at both Public Workshops.
- Conduct small group or one-on-one follow-ups with key stakeholders or community groups at up to (10) meetings. More meetings can be provided as a supplemental service. Participation of subconsultant Modern Ruins in Stakeholder Advocacy for Conservation Plan; and interfacing with SHPO, Historic Denver, Landmark Preservation, and City of Denver can be provided as a supplemental service.
- Develop and submit project updates to be utilized by DPR in social media outreach and website project updates at 45%, 60%, 90% and 100% milestones.
- Updated project 1 pager describing the next phase of work.

### **Task 1B – Deliverables**

- Public and Stakeholder engagement plan (as part of design schedule).
- Agendas for stakeholder and public meetings.
- Updated graphic content after 30%, 45%, & 60% milestones (updated illustrative plan at each milestone and up to 6 renderings) for full size printing and website updates.
- Written Content for project updates at 30%, 45%, 60%, 90% and 100% to be included in Constant Contact updates.
- All project material shall be ADA Accessible.
- Meeting flyers shall be translated to Spanish.
- Consultant team shall provide Spanish Language interpreter at the two public workshops.
- Updated Skyline Park 1 pager explaining the process and final design work translated to Spanish.
- Additional donor recognition and corporate sponsor renderings are included in the 6 above

### **Task 1C – 30% Construction Documents**

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

- Synthesis of selected elements to finalize a preferred park plan from the final concept plan and any necessary modifications.

- Plans, sections, elevations, and details as outlined in “Deliverables” sufficient for agency and stakeholder review
- 30% estimate of probable cost
- Coordination and meetings with DPR and other City agencies and stakeholders as necessary (see “Agencies, Partners & Stakeholders list below).

**Task 1C Deliverables –**

- 30% Construction Documents (see DPR and DOTI ER checklists)
- Develop 30% CD package for Phase 1 Design:
  - COVER SHEET / GENERAL NOTES
  - EXISTING CONDITIONS PLAN
  - STORMWATER MGMT PLAN & DETAILS
  - CONSTRUCTION ACCESS PLAN(S)
  - DEMOLITION PLAN(S)
  - UTILITIES PLAN
  - TREE PROTECTION PLAN
  - CONTEXT/KEY PLAN (Blocks 1-3)
  - OVERALL SITE PLAN (Block 2)
  - HARDSCAPE SCHEDULE
    - i. Paving
    - ii. Walls
    - iii. Fences/Gates
    - iv. Site Furnishings
    - v. Custom Site Features
  - HARDSCAPE PLAN(S)
  - ICE RINK, EQUIPMENT, STORAGE AND EXPERIENCE LAYOUT PLAN
  - SITE SECTIONS
  - SCHEMATIC DETAILS
  - HALPRIN SCULPTURE DRAWINGS
  - WATER FEATURE PLAN
  - WATER FEATURE SECTIONS/DETAILS
  - IRRIGATION MAINLINE PLAN(S)
  - PLANTING SCHEDULE
  - PLANTING PLANS(S)
  - PRELIMINARY CODE ANALYSIS (AMENITY BLDG)
  - AMENITY BLDG SITE PLAN
  - AMENITY BLDG ROOF
  - AMENITY BLDG RCP
  - AMENITY BLDG ENLARGED PLANS (4ct.)
  - AMENITY BLDG ELEVATIONS
  - AMENITY BLDG ENLARGED ELEVATIONS
  - AMENITY BLDG SECTIONS
  - WATERPROOFING SYSTEM NARRATIVE
  - PRELIMINARY LIGHTING CONCEPT & PLANS

- i. BUILDING
    - ii. SITE LANDSCAPE
    - iii. WATER FEATURE (SPECIALTY)
    - iv. HALPRIN FOUNTAIN (SPECIALTY)
  - PRELIMINARY FIXTURE SCHEDULE
  - STRUCTURAL DRAWINGS
    - i. AMENITY BUILDINGS
    - ii. SITE
    - iii. HALPRIN SCULPTURE
  - PRELIMINARY MECHANICAL PLANS (SCHEMATIC)
  - PRELIMINARY ELECTRICAL PLANS (SCHEMATIC)
  - PRELIMINARY PLUMBING PLANS (SCHEMATIC)
  - A/V SYSTEM DESCRIPTION NARRATIVE
  - IT SYSTEM DESCRIPTION NARRATIVE
  - ACCESS/SECURITY SYSTEM DESCRIPTION NARRATIVE
  - 30% ER Submittal and DPR QAQC Review (must meet the requirements of DOTI and DPR checklists)
- Outline Specifications
- 30% Opinion of Probable Cost
  - Itemized opinion of cost broken down into major categories. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials:
  - Sign Family Perspective/Renderings
  - Sign Family Elevations/Details
  - Key Experiential Element Perspective
  - Sign Location Plan

### **Task 1D – 45% Design Update**

RIOS will consider all input generated from the public and stakeholder engagement efforts after the 30% Design Phase as well as the Opinion of Probable Cost generated from the 30% Construction Documents. RIOS will work closely with DPR to update the park design based on removing the permanent ice rink/trail and associated infrastructure from the park program. RIOS will revise the park design to accommodate a temporary seasonal rink and amenities and necessary plug and play infrastructure. RIOS will present refined plans & diagrams at weekly meetings with DPR until a preferred park plan is approved to move forward into the 60% Construction Documents. Deliverables and services for the 45% Design Update phase will include the following:

- Prepare geotechnical soil investigation report
- 45% DESIGN PRICING PACKAGE
  - ILLUSTRATIVE SITE PLAN FROM MOST RECENT PRESENTATION
  - SUPPORTIVE DIAGRAMS OR VIEWS FROM MOST RECENT PRESENTATION
  - STORMWATER MGMT PLAN & DETAILS
  - DEMOLITION PLAN(S)
  - UTILITIES PLAN

- HARDSCAPE SCHEDULE
  - i. Paving
  - ii. Walls
  - iii. Fences/Gates
  - iv. Site Furnishings
  - v. Custom Site Features
- HARDSCAPE PLAN(S)
- PLANTING PLANS(S) (updates to layout)
- SEASONAL ICE RINK & BAR
  - i. TEMPORARY RINK AND SUPPORT DIAGRAM
  - ii. LOGISTICS NARRATIVE
- SCHEMATIC DETAILS OF KEY SITE FEATURES
- WATER FEATURE PLAN
- WATER FEATURE SECTIONS/DETAILS
- AMENITY BLDGS SITE PLANS
  - i. F&B/RESTROOM BLDG, APPROX 1500 SF WITH 1500 SF ATTACHED CANOPY
  - ii. STANDALONE CANOPY WITH POTENTIAL ENCLOSURE, APPROX 1500 SF
- AMENITY BLDGS ENLARGED PLANS (AS NEEDED, UP TO 2)
- AMENITY BLDGS ELEVATIONS
- PRELIMINARY LIGHTING CONCEPT & PLANS
  - i. BUILDINGS/CANOPIES
  - ii. SITE LANDSCAPE
  - iii. WATER FEATURE (SPECIALTY)
  - iv. HALPRIN FOUNTAIN (SPECIALTY)
- PRELIMINARY FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
  - i. F&B/RESTROOM BLDG
  - ii. SHADE CANOPIES (ATTACHED AND STANDALONE)
- PRELIMINARY MECHANICAL PLANS (SCHEMATIC)
- PRELIMINARY ELECTRICAL PLANS (SCHEMATIC)
- PRELIMINARY PLUMBING PLANS (SCHEMATIC)
- PERSPECTIVE RENDERINGS OF KEY SITE AND BUILDING AREAS OR FEATURES (RIOS to art direct external rendering firm for up to 6 views; RIOS fee included here and rendering firm is covered in reimbursable expenses)
- SIGNAGE & WAYFINDING DESIGN MATERIALS:
  - SIGN LOCATION PLAN
  - UPDATED SIGN FAMILY GRAPHIC DETAILS (AS NEEDED)
  - DONOR RECOGNITION SYSTEM CONCEPT
  - CORPORATE SPONSOR RECOGNITION

\*\*\*THE 45% DESIGN DELIVERABLES ABOVE ARE INTENDED TO CAPTURE ALL SCOPE AREAS THAT ARE EXPECTED TO BE REVISED IN THE 45% DESIGN PHASE. FOR ALL OTHER SCOPE AREAS NOT LISTED ABOVE, THE 30% DESIGN DELIVERABLES WILL BE INCLUDED UNALTERED FOR THE PURPOSES OF PRICING.\*\*\*

- Updated outline specifications will be submitted on an as-needed basis to support cost estimating.
- Public outreach will not be part of the 45% Design Update. It will resume with 60% Construction Documents as outlined in Task 1B.
- 45% Opinion of Probable Cost by Sunland Group (to be compared with CMGC pricing)
  - Itemized opinion of cost broken down into major categories. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
  - This document will be based on a combined package of 30% Design drawings for scope areas that have been largely unchanged, and 45% Design Update drawings for scope areas that have undergone substantial revisions.

### **Task 2 – 60% Construction Documents**

- Synthesis of selected elements to finalize a preferred park concept from the 30% and 45% plans and the City’s ER Review and DPR’s QAQC Review.
- Coordination and meetings with DPR and other City agencies (ie. Engineering and Regulatory) and stakeholders as necessary (see “Agencies, Partners & Stakeholders list below).
- 60% estimate of probable cost
- Prepare 60% design plans, details and specifications per Deliverables below.

### **Task 2 – Deliverables**

- 60% Design Development Documents (must meet the requirements of DOTI and DPR checklists)
- Develop 60% CD package for Phase 1 Design:
  - COVER SHEET / GENERAL NOTES
  - EXISTING CONDITIONS PLAN
  - CONSTRUCTION ACCESS PLAN(S)
  - DEMOLITION PLAN(S)
  - EROSION CONTROL PLANS
  - GRADING & DRAINAGE PLANS
  - UTILITIES PLAN
  - STORMWATER MGMT PLAN & DETAILS
  - TREE PROTECTION PLAN
  - CONTEXT/KEY PLAN (Blocks 1-3)
  - OVERALL SITE PLAN (Block 2)
  - HARDSCAPE SCHEDULE
    - i. Paving
    - ii. Walls
    - iii. Fences/Gates
    - iv. Site Furnishings
    - v. Site Amenities/Features
  - HARDSCAPE PLAN(S)
  - SEASONAL ICE RINK & BAR
    - i. MELT PIT AND PERMANENT INFRASTRUCTURE PLANS AND DETAILS
  - CUSTOM FEATURE ENLARGEMENTS

- SITE SECTIONS
- SCHEMATIC DETAILS
- HALPRIN SCULPTURE DRAWINGS
- WATER FEATURE PLAN
- WATER FEATURE SECTIONS/DETAILS
- IRRIGATION MAINLINE PLAN(S)
- PLANTING SCHEDULE
- PLANTING PLANS(S)
- CODE ANALYSIS (AMENITY BLDG)
- AMENITY S SITE PLAN
- AMENITY BLDGS ROOF
- AMENITY BLDGS RCP
- AMENITY BLDGS ENLARGED PLANS (4ct.)
- AMENITY BLDGS ENLARGED RCP
- AMENITY BLDGS ELEVATIONS
- AMENITY BLDGS ENLARGED ELEVATIONS
- AMENITY BLDGS SECTIONS
- AMENITY BLDGS WALL SECTIONS
- AMENITY BLDGS INTERIOR ELEVATIONS
- WATERPROOFING DRAWINGS
- WATERPROOFING TYP. DETAILS
- LIGHTING PLANS
  - i. BUILDING
  - ii. SITE LANDSCAPE
  - iii. WATER FEATURE (SPECIALTY)
  - iv. HALPRIN FOUNTAIN (SPECIALTY)
- LIGHTING FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
  - i. AMENITY BUILDINGS
  - ii. SITE
  - iii. HALPRIN SCULPTURE
- MECHANICAL PLANS
- ELECTRICAL PLANS
- PLUMBING PLANS
- A/V SYSTEM DRAWINGS & DETAILS
- IT SYSTEM DRAWINGS & DETAILS
- ACCESS/SECURITY SYSTEM DRAWINGS & DETAILS
- SIGNAGE & WAYFINDING DESIGN MATERIALS:
  - SIGN LOCATION PLAN
  - UPDATED SIGN FAMILY GRAPHIC DETAILS (AS NEEDED)
  - DONOR RECOGNITION SYSTEM CONCEPT
  - CORPORATE SPONSOR RECOGNITION
- 60% ER Submittal and DPR QAQC Review including 30% Comment Responses
- 60% Draft Specifications: Outline specs by RIOS/others



- 60% Opinion of Probable Cost
  - Itemized opinion of cost. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.

### **Task 3 – 90% Construction Documents**

- Synthesis of selected elements to finalize a preferred park concept from the 60% plans and the City's ER Review and DPR's QAQC Review.
- Coordination and meetings with DPR and other City agencies and stakeholders as necessary (see "Agencies, Partners & Stakeholders list below).
- Concurrent submittal for review of building, right of way and other packages required for permit-ready final documents.
- 90% Estimate of probable cost by Sunland Group (to be compared with CMGC pricing)
- Prepare 90% design plans, details and specifications per Deliverables below

### **Task 3 – Deliverables**

- 90% Construction Documents (must meet the requirements of DOTI and DPR checklists)
- Develop 90% CD package for Phase 1 Design:
  - COVER SHEET / GENERAL NOTES
  - EXISTING CONDITIONS PLAN
  - CONSTRUCTION ACCESS PLAN(S)
  - DEMOLITION PLAN(S)
  - EROSION CONTROL PLANS
  - GRADING & DRAINAGE PLANS
  - UTILITIES PLAN
  - STORMWATER MGMT PLAN & DETAILS
  - TREE PROTECTION PLAN
  - CONTEXT/KEY PLAN (Blocks 1-3)
  - OVERALL SITE PLAN (Block 2)
  - HARDSCAPE SCHEDULE
  - HARDSCAPE PLAN(S)
  - SEASONAL ICE RINK & BAR
    - i. MELT PIT AND PERMANENT INFRASTRUCTURE PLANS AND DETAILS
  - CUSTOM FEATURE ENLARGEMENTS
  - SITE SECTIONS
  - HARDSCAPE DETAILS
  - HALPRIN SCULPTURE DRAWINGS
  - WATER FEATURE PLAN
  - WATER FEATURE SECTIONS/DETAILS
  - IRRIGATION SCHEDULE
  - IRRIGATION PLAN(S)
  - IRRIGATION DETAILS
  - PLANTING SCHEDULE
  - PLANTING PLANS(S)

- CODE PLAN (AMENITY BLDG)
- AMENITY BLDGS SITE PLAN
- AMENITY BLDGS ROOF
- AMENITY BLDGS RCP
- AMENITY BLDGS ENLARGED PLANS (4ct.)
- AMENITY BLDGS ENLARGED RCPv
- AMENITY BLDGS ELEVATIONS
- AMENITY BLDGS ENLARGED ELEVATIONS
- AMENITY BLDGS SECTIONS
- AMENITY BLDGS WALL SECTIONS
- AMENITY BLDGS SCHEDULES – DOOR & WINDOW
- AMENITY BLDGS SCHEDULES – FINISHES
- AMENITY BLDGS ENLARGED FINISH PLANS
- AMENITY BLDGS INTERIOR ELEVATIONS
- AMENITY BLDGS EXTERIOR DETAILS
- AMENITY BLDGS INTERIOR DETAILS
- WATERPROOFING DRAWINGS
- WATERPROOFING DETAILS
- LIGHTING PLANS
  - i. BUILDING
  - ii. SITE LANDSCAPE
  - iii. WATER FEATURE (SPECIALTY)
  - iv. HALPRIN FOUNTAIN (SPECIALTY)
- LIGHTING FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
  - i. AMENITY BUILDINGS
  - ii. SITE
  - iii. HALPRIN SCULPTURE
- MECHANICAL PLANS
- ELECTRICAL PLANS
- PLUMBING PLANS
- A/V SYSTEM DRAWINGS & DETAILS
- IT SYSTEM DRAWINGS & DETAILS
- ACCESS/SECURITY SYSTEM DRAWINGS & DETAILS
- 90% ER Submittal and DPR QAQC Review Checklist including 60% Comment Responses
- 90% Architectural Plan Review / SUDP/Building Permit Set
- 90% Specifications
- 90% Opinion of Probable Cost
  - Itemized opinion of cost. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials (minor updates to 60% documents)

#### **Task 4 – 100% Construction Documents / Bidding**

- Synthesis of selected elements to finalize park design from the 90% plans and the City's ER Review and DPR's QAQC Review. Incorporate and resolve all review comments received.
- Coordination and meetings with DPR and other City agencies as necessary.
  - Includes project update meetings.
  - Site visits with selected CCD staff (includes Natural Resources, Trails, Forestry, District Operations, Facilities, Department of Transportation and Infrastructure (DOTI)).
  - Coordination with select CCD staff, including Parks Permitting and Denver Development Services.
  - Coordinate with utility providers as needed for necessary relocation or improvements.
  - Any additional internal meetings as needed.
- Review CCD supplied Limited Subsurface Investigation and coordinate with Denver Department of Public Health and Environment (DDPHE) on project requirements for soil use.
- Assume ER submittals at 30%, 60%, 90%, and 100% milestones. Design Consultant will be responsible for any additional submittals needed to clear ER comments for completed Bid Set.
- Bid Set shall include:
  - Final approved plans, technical specs, cost estimate for Denver Department of Transportation and Infrastructure (DOTI) Bid Form, and utility clearance record.
- The construction documents shall include, but not be limited to, complete drawings and specifications, compliant with the City's Construction General Contract conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable, and final detail.
- The Design Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing applications(s) and paying any permit or other fees.
- Acceptance of the Construction Documents shall not relieve the Design Consultant of any responsibility for design deficiencies, omissions, or errors.
- All final plans and specifications shall bear the signature(s) and seal(s) of Design Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all plans and specifications, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer, architect and/or design professional in responsible charge of the preparation of such plans and specifications or parts thereof. The Design Consultant shall be ultimately responsible for all design work provided under the Agreement.
- Design team shall assist the City in implementing the Public Art Program. This may include coordinating the placement or the structural foundation of the art.

#### **Task 4 – Deliverables**

- Bidding Documents
- Bid Tab
- Issue Bidding Documents
- Finalize comment log from all ER and QAQC Comments
- 100% Construction Documents (must meet the requirements of DOTI and DPR checklists)
- Develop 100% CD package for Phase 1 Design:

- COVER SHEET / GENERAL NOTES
- EXISTING CONDITIONS PLAN
- CONSTRUCTION ACCESS PLAN(S)
- DEMOLITION PLAN(S)
- EROSION CONTROL PLANS
- GRADING & DRAINAGE PLANS
- UTILITIES PLAN
- STORMWATER MGMT PLAN & DETAILS
- TREE PROTECTION PLAN
- CONTEXT/KEY PLAN (Blocks 1-3)
- OVERALL SITE PLAN (Block 2)
- HARDSCAPE SCHEDULE
- HARDSCAPE PLAN(S)
- SEASONAL ICE RINK
  - i. MELT PIT AND PERMANENT INFRASTRUCTURE PLANS AND DETAILS
- CUSTOM FEATURE ENLARGEMENTS
- SITE SECTIONS
- HARDSCAPE DETAILS
- HALPRIN SCULPTURE DRAWINGS
- WATER FEATURE PLAN
- WATER FEATURE SECTIONS/DETAILS
- IRRIGATION SCHEDULE
- IRRIGATION PLAN(S)
- IRRIGATION DETAILS
- PLANTING SCHEDULE
- PLANTING PLANS(S)
- CODE PLAN (AMENITY BLDG)
- AMENITY BLDGS SITE PLAN
- AMENITY BLDGS ROOF
- AMENITY BLDGS RCP
- AMENITY BLDGS ENLARGED PLANS (4ct.)
- AMENITY BLDGS ENLARGED RCP
- AMENITY BLDGS ELEVATIONS
- AMENITY BLDGS ENLARGED ELEVATIONS
- AMENITY BLDGS SECTIONS
- AMENITY BLDGS WALL SECTIONS
- AMENITY BLDGS SCHEDULES – DOOR & WINDOW
- AMENITY BLDGS SCHEDULES – FINISHES
- AMENITY BLDGS ENLARGED FINISH PLANS
- AMENITY BLDGS INTERIOR ELEVATIONS
- AMENITY BLDGS EXTERIOR DETAILS
- AMENITY BLDGS INTERIOR DETAILS
- WATERPROOFING DRAWINGS
- WATERPROOFING DETAILS

- LIGHTING PLANS
  - i. BUILDINGS
  - ii. SITE LANDSCAPE
  - iii. WATER FEATURE (SPECIALTY)
  - iv. HALPRIN FOUNTAIN (SPECIALTY)
- LIGHTING FIXTURE SCHEDULE
- STRUCTURAL DRAWINGS
  - i. AMENITY BUILDINGS
  - ii. SITE
  - iii. HALPRIN SCULPTURE
- MECHANICAL PLANS
- ELECTRICAL PLANS
- PLUMBING PLANS
- A/V SYSTEM DRAWINGS & DETAILS
- IT SYSTEM DRAWINGS & DETAILS
- ACCESS/SECURITY SYSTEM DRAWINGS & DETAILS
- 100% ER Submittal and DPR QAQC Review Checklist including 90% Comment Responses
- 100% Specifications
- 100% Opinion of Probable Cost
  - Itemized opinion of cost. If the cost exceeds the construction budget, provide an itemized list of deletions and/or modifications recommended to enable the project to be constructed within budget.
- Signage & wayfinding design materials (minor updates to 90% documents)
- Assist the City in implementing the Public Art Program. This may include coordinating the placement of the structural foundation of the art.

**Task 5 – Construction Administration and Warranty Services**

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

- Attend pre-bid meeting and provide administrative services during the bidding process including addenda responses and clarifications to questions as necessary. Verify if in-person or virtual
- Attend pre-construction meeting. Verify if in-person or virtual
- The time schedule for Design Consultant’s work under this phase shall be set and governed by the approved project GMP construction schedule. However, the Design Consultant’s schedule for this phase may be changed due to project change orders or due to time extensions to such schedule and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid.
- Weekly Owner, Architects, Contractor (OAC) meetings when requested by the Project Manager. The Design Consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- Review and respond to submittals, RFIs, approve mock-ups, provide ASIs, etc. as necessary.
  - The Design Consultant will assist the Project Manager with interpreting the requirements of the Project Plans and Specifications. The Design Consultant will render written

interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.

- Observe and systematically review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Design Consultant shall immediately make an oral report of such nonconformance to the Project Manager, followed by a written report of such nonconformance to both the nonconforming Contractor and the City. The Design Consultant, however, does not assume and is not responsible for any of the Contractor's construction means, methods, techniques, or safety programs in constructing the project. The on-site visits by the Design Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the Project Manager considers necessary to safeguard the interests of the City through a determination that the work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- Assist with reviewing and clarifying change orders.
- Attend Punchlist/Substantial Completion walk.
  - Once the Contractor has notified the Design Consultant that the entire work or a designated portion thereof has been completed according to the Contract Documents, the Design consultant shall arrange a punchlist site walk to ensure that all parts of the work have been completed per the Contract Documents. In coordination with the Contractor, the Design consultant will create a list of any omissions in the work or deficiencies in the quality of the work. The Contractor will be responsible for correcting any such errors that do not conform to the Contract Documents before the Design Consultant can recommend issuance of a Certificate of Substantial Completion.
  - Upon the completion of the entire work or a designated portion thereof, the Design Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- Attend Final Acceptance walk.
- Attend Warranty Walk site review and issue updated punch lists.
- Review Construction As-built record drawings prepared by the Contractor. Preparation of formal record drawings is excluded but can be added via supplemental services.

#### **Supplemental Services**

- 10% Supplemental Services Reserve Fund.

#### **AGENCIES, PARTNERS, STAKEHOLDERS**

The following is a list of agencies and stakeholders the Design Team shall consider when estimating number of meetings per phase and the necessary touch points to accurately and efficiently accomplish the scope of work described herein. Stakeholders will be invited to appropriate project review opportunities, but additional individual outreach sessions beyond those outlined in the scope of work would require supplemental services. This list includes suggested stakeholder but is by no means

exhaustive. The below list can be modified as deemed necessary based upon the scope of work for the project.

- Executive Leadership Team (ELT)
- Denver Department of Public Health and Environment (DDPHE)
- Denver Water (DW)
- Xcel Energy
- ER Reviewers
- Denver Parks & Recreation QA/QC Reviewers
- 16th Street Mall Project Team
- Downtown Denver Partnership (DDP)
- Metro Sewer
- Arts & Venues and Selected Artist for 1% Public Art (AVD)
- Historic Denver
- Community Planning and Development (CPD)
- CPD Landmark Representatives
- Office of the City Forester (OCF)
- Downtown Parks Operations (DPO)
- Denver Parks & Recreation Permitting Office
- Stakeholder Advisory Committee (SAC)
- Council District 9
- Denver Development Services
- DPR's Natural Resources
- Division of Disabilities Rights / ADA Compliance
- Elevate Denver Bond
- Adjacent Property Owners
- Department of Transportation and Infrastructure (DOTI)
  - DOTI Wastewater
  - DOTI Green Infrastructure
  - DOTI ROW Permitting
  - DOTI Planning

#### **ASSUMPTIONS AND EXCLUSIONS**

- Engineering of artwork or artwork foundation and infrastructure is not in scope.
- Preparation of multiple packages for separately phased construction mobilizations within Block 2 is excluded.
- Signage & wayfinding services do not include interpretive signage design. Also excluded are wayfinding signs that describe all three blocks of the park since the designs of blocks 1 and 3 are NIC. This will allow for development of overall (3-block) project signs to follow design of the remaining blocks.
- Permitting and engineering for signage & wayfinding is assumed by fabricator, and reviewed by designer as shop drawings, and not included.
- Tree survey assessment or arborist services not included.

- Any planning or landscape requirements to mitigate hazardous materials or to mitigate/adjust flood plain and/or wetlands not included.
- LEED/SITES documents/coordination not included.
- Record drawings not included.
- Traffic analysis and traffic signal design not included.
- Lighting mockups, art lighting, or custom luminaries are excluded.
- Design of an “elevated” or “structured” first floor not included. Slab-on-grade is assumed.
- The success of GPR is variable due to soil types in Colorado and to the unusual and irregular configuration of this site. Quality Level B results cannot be guaranteed. Client will be invoiced at-costs for ground penetrating radar services to supplement traditional geophysical equipment.
- The SUE Plan set is valid only at the time of sealing. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to collect updated existing subsurface utility conditions.
- It is the responsibility of the RIOS team to perform due diligence with regards to records research (QLD level of effort) and acquisition of available utility records. Utilities that are not identified through these efforts will be here forth referred to as “unidentified” utilities. The RIOS team is not responsible for designating “unidentified” utilities that were not detected through due diligence and scanning the work area.
- Geotech borings are limited to Block 2 project area.
- Architectural interiors are core and shell only.
- Operation and maintenance manuals and redlined record drawings will be provided by the Contractor.
- Commissioning services will be provided by the Contractor.
- Owner-requested scope changes that fall outside of the pre-established itemized list of recommended deletions and/or modifications (as outlined in the “Project Budget” section above), and which require redesign of utility infrastructure systems established at the conclusion of 45% design phase will require supplemental services.
- Up to (6) perspective renderings prepared after 45% phase and updated after 60% phase. These will be created by an outside renderer and paid out of reimbursable expenses. RIOS time for art direction is included in the fees described above.
- The following site visits by out-of-town team members are included in the scope of work and expense assumptions. Additional meetings will be web-based meetings or will require supplemental services and expenses. (Teams/Zoom)
  - RIOS (Design: 40 person/trips; CA: 60 person/trips)
  - Modern Ruins (Design: 2 person/trips; CA: 3 person/trips)
  - Fluidity (Design: 2 person/trips; CA: 2 person/trips)
  - Stantec (CA: 6 person/trips)



## Exhibit B-3 Schedule of Billing Rates

**Consultant:** Denver Botanic Gardens

PERSONNEL CLASSIFICATION

BILLING RATE PER HOUR

Kevin Williams, Assistant Curator

\$ 200.00 \_\_\_\_\_

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## Exhibit B-3 Schedule of Billing Rates

**Consultant:** CPP Wind Engineering Consultants

PERSONNEL CLASSIFICATION

BILLING RATE PER HOUR

Analytical Modeling Tools \_\_\_\_\_

\$ 400/ hour \_\_\_\_\_

Associate Principal Hourly Rate \_\_\_\_\_

\$ 400/ hour \_\_\_\_\_

Project Engineer Hourly Rate \_\_\_\_\_

\$ 260/ hour \_\_\_\_\_

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# Exhibit B-3 Schedule of Billing Rates

Consultant: **Service First Permits**

PERSONNEL CLASSIFICATION	BILLING RATE PER HOUR
Principal _____	\$ <u>225.00</u> _____
Sr. Permit Manager _____	\$ <u>200.00</u> _____
Permit Manager _____	\$ <u>150.00</u> _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SKYLINE PARK, Block 2  
Design Fee Proposal Tabulation Form *(based on DOTI format)*  
Fee & Percentage Detail

Additional Service Proposal #3:

**EXHIBIT B-3**

Consultant Name	Task 1D – 45% Design Update	Task 2 – 60% Construction Documents	Task 3 – 90% Construction Docs	Task 4 – 100% Construction Docs / Bidding	Task 5 – CA and Warranty Services	Total Fee per Consultant (45%-CA)	Consultant % of Total Fee	M/WBE (Y/N)	M/WBE %
<u>Prime consultant (RIOS)</u>									
Project Management	\$ 11,000	\$ 22,000	\$ 11,000	\$ 5,500	\$ 5,500	\$ 55,000	2.5%	N	
Landscape Architecture	\$ 66,000	\$ 132,000	\$ 132,000	\$ 66,000	\$ 176,000	\$ 572,000	25.9%	N	
Architecture	\$ 30,938	\$ 61,875	\$ 61,875	\$ 30,938	\$ 80,438	\$ 266,063	12.1%	N	
Park Signage & Wayfinding	\$ 8,250	\$ 16,500	\$ -	\$ -	\$ 11,000	\$ 35,750	1.6%	N	
Donor Recognition and Corporate Sponsor Signage	\$ 8,250	\$ 16,500	\$ -	\$ -	\$ 11,000	\$ 35,750	1.6%	N	
<u>Subconsultant Team Members</u>									
Valerian (Landscape Architecture, Irrigation)		\$ 20,790	\$ 28,875	\$ 14,438	\$ 28,875	\$ 92,978	4.2%	Y	4.2%
Modern Ruins (Historic Architecture)		\$ 33,000	\$ 30,800	\$ 8,800	\$ 58,080	\$ 130,680	5.9%	N	
Fluidity (Water Feature Design/Engineering)	\$ 30,250	\$ 60,500	\$ 71,500	\$ 11,000	\$ 55,000	\$ 228,250	10.4%	N	
Sunland (Cost Estimating)	\$ 14,487	\$ 14,487	\$ 14,487	\$ 3,141	\$ -	\$ 46,602	2.1%	Y	2.1%
Kimley Horn (Civil Engineering)	\$ 39,600	\$ 79,200	\$ 46,750	\$ 28,050	\$ 19,800	\$ 213,400	9.7%	N	
SYN Energy (M/E/P Engineering)	\$ 10,625	\$ 21,250	\$ 20,000	\$ 7,500	\$ 10,000	\$ 69,375	3.1%	Y	3.1%
Clanton (Lighting Design)	\$ 9,900	\$ 19,800	\$ 12,100	\$ 8,800	\$ 16,500	\$ 67,100	3.0%	Y	3.0%
HCL (Structural Engineering)	\$ 16,500	\$ 33,000	\$ 55,000	\$ 2,750	\$ 33,000	\$ 140,250	6.4%	Y	6.4%
King Systems (A/V, IT, Access Security)		\$ 13,200	\$ 15,400	\$ 14,300	\$ 5,500	\$ 48,400	2.2%	Y	2.2%
TRIAx (Geotechnical Consulting)		\$ 3,465	\$ -	\$ -	\$ -	\$ 3,465	0.2%	Y	0.2%
Goodbee (SUE)		\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	Y	0.0%
105 West (Survey)		\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	Y	0.0%
Nora Neureiter (Public Outreach)		\$ 12,100	\$ -	\$ -	\$ -	\$ 12,100	0.5%	Y	0.5%
Rooftech (Waterproofing Consulting)		\$ 15,400	\$ 15,400	\$ 2,750	\$ 16,500	\$ 50,050	2.3%	N	
Code Unlimited (Fire, Life Safety, Code)		\$ 2,310	\$ 3,850	\$ 6,380	\$ 792	\$ 13,332	0.6%	N	
Ricca Design (Food Service Consulting)	\$ 2,200	\$ 4,400	\$ 4,400	\$ -	\$ -	\$ 11,000	0.5%	N	
Stantec (Ice Rink Design)	\$ 8,250	\$ 16,500	\$ 17,875	\$ 6,875	\$ 17,875	\$ 67,375	3.1%	N	
Denver Botanic Garden (Horticulture)		\$ 9,900				\$ 9,900	0.4%	N	
Service First Permits		\$ 6,000	\$ 12,000	\$ 18,000		\$ 36,000	1.6%	N	
<b>Subtotal (Basic Services)</b>	<b>\$ 256,250</b>	<b>\$ 614,177</b>	<b>\$ 553,312</b>	<b>\$ 235,221</b>	<b>\$ 545,860</b>	<b>\$ 2,204,819</b>	<b>100.0%</b>		<b>21.8%</b>
Basic Services	\$ 256,250	\$ 614,177	\$ 553,312	\$ 235,221	\$ 545,860	\$ 2,204,819			
Reimbursables Prime (incl. 6 renderings)	\$ 30,000	\$ 40,000	\$ 30,000	\$ 5,000	\$ 65,000	\$ 170,000			
Reimbursables Subs	\$ 1,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 24,000	\$ 31,000			
<b>Subtotal (Basic Services+Reimbursables)</b>						<b>\$ 2,405,819</b>			
Additional Services Reserve (10%)						\$ 220,482			
<b>Grand Total</b>	<b>\$ 287,250</b>	<b>\$ 656,177</b>	<b>\$ 585,312</b>	<b>\$ 242,221</b>	<b>\$ 634,860</b>	<b>\$ 2,626,300</b>			



## Exhibit C-3 Key Personnel

**Consultant:** CPP Wind Engineering Consultants

PERSONNEL NAME & CLASSIFICATION

RESPONSIBILITIES

Anke Beyer Lout; Associate Principal

Project Director

Adam Christman; Project Engineer

Project Engineer

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## Exhibit C-3 Key Personnel

Consultant: Service First Permits

PERSONNEL NAME & CLASSIFICATION

RESPONSIBILITIES

Principal

Contract management and permit strategy

Sr. Permit Manager

Permit Strategy and delivery oversight

Permit Manager

Permit management activities

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