

## **ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT**

**[Loretto Heights Theater Campus Project - Contract Number 202263338]**

**THIS ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT** (the "Agreement") is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **PERKINS EASTMAN ARCHITECTS, D.P.C.**, a New York entity (the "Design Consultant"), whose address is 115 5<sup>th</sup> Avenue, FL 3, New York, NY 10003-1004 (the Design Consultant and the City are sometimes referred to herein collectively as the "Parties" or each individually as a "Party").

### **RECITALS:**

1. The City, through its Department of Transportation and Infrastructure ("DOTI"), seeks "readily available" professional architectural and engineering design services and related technical services to support the Loretto Heights Theater Campus Project at 3001 South Federal Boulevard, Denver, CO 80236 (the "Project").

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

3. In response to the City's Request for Qualifications, dated July 6, 2022 (the "RFQ"), the Design Consultant has provided a responsive submittal (the "Submittal") for such services to the City. The Design Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

### **SECTION 1 – ENGAGEMENT**

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

**1.02 Incorporation.** The Parties each hereby acknowledge the accuracy of the Recitals set forth above and incorporate the same into the operative provisions of this Agreement.

**1.03 Line of Authority for Contract Administration.** The City's Executive Director of the Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his or her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

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

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

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

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

### **2.02 Professional Responsibility.**

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each element of the Project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that element of the Project.
- (f) The Design Consultant shall prepare the plans, specifications and other materials for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form

other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Director and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the Project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the Project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

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

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the Project scope or Project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost has been provided to the Design Consultant.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal

received for the Project work provided for in the design exceed such cost by an amount equal to or greater than fifteen percent (15%) of the total Project Construction 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 the Project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Mayor's Office of the National Western Center, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific aspect of the Project. The Design Consultant shall document all such conferences and distribute notes to the City.

#### **2.05 Personnel Assignments.**

- (a) The key professional personnel identified in **Exhibit B** will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibit B**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the work being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in

writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.

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

## **2.06 Basic Services – General.**

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

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

**2.07 Basic Services - Phase Specific.** In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each element of the Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in **Exhibit A**.

**2.08 Additional Services.**

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

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

**2.09 Surveying and Testing.**

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

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

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

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

- (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 §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is twenty percent (20%).
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:
  - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
  - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
  - (3) If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
  - (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in



accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

### **Section 3 – Compensation, Payment, And Funding.**

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

**3.01 Fee for Basic Services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **EIGHT MILLION THREE HUNDRED THREE THOUSAND THREE HUNDRED FOUR AND NO/100 Dollars (\$8,303,304.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in **Exhibit A** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **FOUR HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$426,500.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **FIVE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$550,000.00)**.

**3.04 Invoicing and Payment.** The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant's monthly invoices.

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

### **3.05 Maximum Contract Amount.**

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE MILLION TWO HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED FOUR AND NO/100 Dollars (\$9,279,804.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Director at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made 10 available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement and amounts which remain available for payment to the Design Consultant.

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

**4.01 Term.** The term of this Agreement shall commence on the Effective Date (as hereinafter defined) and expire on the third (3<sup>rd</sup>) anniversary of the Effective Date, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her

sole discretion, to extend the term of this Agreement by written agreement signed by the Director and the Design Consultant.

#### **4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the Project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

### **SECTION 5 – GENERAL PROVISIONS**

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

- (a) The City shall provide available information regarding its requirements for the Project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the Project.

- (b) If the City observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

## **5.02 Ownership of Documents.**

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

**5.03 Taxes and Licenses.** The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and

obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

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

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

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

**5.07 Insurance.**

- (a) **General Conditions:** Contractor 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. Contractor 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, contractor 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 Contractor. Contractor 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 Contractor. The Contractor 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:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor'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), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor'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:** Contractor 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:** Contractor 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):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- (j) **Additional Provisions:**
  - (a) For Commercial General Liability, the policy must provide the following:
    - (i) That this Agreement is an Insured Contract under the policy;
    - (ii) Defense costs are outside the limits of liability;
    - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
    - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
  - (b) For claims-made coverage:
    - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
  - (c) Contractor 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 Contractor 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 items, which are incorporated herein and made a part hereof by reference:

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

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

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

**5.11 When Rights and Remedies Not Waived.** In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of



the Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

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

**5.13 Conflict of Interest.**

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

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

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

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

**5.17 Proprietary or Confidential Information.**

- (a) **City Information:** The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the

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

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

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

**5.19 No Employment of Workers Without Authorization.**

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

**b.** The Consultant certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.

**(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.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with 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.

c. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision set forth in this Section 19 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 Mayor's Office of the National Western Center 201 West Colfax Avenue, Dept. 205 Denver, Colorado 80202
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to the Design Consultant:	Perkins Eastman Architects, D.P.C. 115 5 <sup>th</sup> Avenue, FL 3 New York, NY 10003-1004
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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, Electronic Records and Effective Date.** 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. As used herein, the term "Effective Date" shall mean the date appearing on the signature page for the City.

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

DOTI-202266192-00  
PERKINS EASTMAN ARCHITECTS DPC

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

**SEAL****CITY AND COUNTY OF DENVER:**

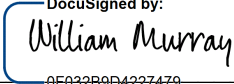
**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

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

DOTI-202266192-00  
PERKINS EASTMAN ARCHITECTS DPC

By:  DocuSigned by:  
William Murray  
0F032B9D4227479...

Name: william Murray  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A



November 30, 2022

### SCOPE OF SERVICES

The primary focus of the Loretto Heights Theater Campus Project includes renovation of the existing Theater to meet current ADA requirements, replacement and reconfiguration of theater seating, replacement and renovation of theater equipment to meet current code and functionality standards, renovation of restrooms throughout, renovation of public lobby/reception spaces for modern functionality and access, upgrade HVAC systems, new parking structure, exterior access improvements, and site circulation design. This includes building system upgrades, new interior finishes, data and technology upgrades, FFE, as well as environmental abatement as necessary. This project will include the master planning and conceptual design phases for the Theater, adjacent existing Library building, new Parking Structure, and landscape design adjacent and in between impacted building.

Master planning, Programming, Conceptual Design, Site Design, and Community Engagement will be provided for the Loretto Theater, Parking Garage, and Library within Task 1 basic services for this project. The design for the renovation of the Theater (inclusive of interior/exterior improvements, impacted site design and circulation) from Schematic Design through Contract Administration (construction phases) will be provided within Task 2a basic services for this project. The design of the Parking Garage (inclusive of impacted site design and circulation) from Schematic Design through Contract Administration (construction phases) will be provided within Task 2b basic services for this project. The design for the renovation of the Library (inclusive of interior/exterior improvements, impacted site design and circulation) from Schematic Design through Contract Administration (construction phases) will be provided within Task 3 "Add Alternate", as a potential additional service as funding and property acquisition is finalized. Construction will likely be phased with construction delivery method to either be CM/GC.

Exterior scope items include: site and landscape refurbishment, façade repairs, entry/access improvements, parking structure, and landscape design and improvements to exterior entry sequences to all impacted buildings. All improvements will meet current code requirements, Landmark requirements (as/if applicable) as well as LEED Gold, per Executive Order 123.

### PREDESIGN

This project entails building programming work for renovation and expansion of the theater and library complex, a new parking garage, and surrounding site area. The program will be validated and tested through a series of workshops with the City and DAV, creating a program as the basis of design moving forward, creating a rich new cultural hub on the hill. A variety of options and impacts will be studied to determine the best use of the potential site area as indicated in the overall scope documents of the RFQ. In addition, a study will be completed which will create a micro master plan for this quadrant of the campus and its relationship to the overall planning developments currently underway by others, including the adjacent High School and future housing developments.

700 south flower street suite 1150 los angeles, california 90017 t 213.624.775

115 fifth avenue new york, new york 10013 t 212.625.3911

[www.pfeifferpartners.com](http://www.pfeifferpartners.com)



### *Project Administration and Verification of Existing Facilities*

In our initial meeting, Pfeiffer will meet with the City to establish goals, programming, site, and budget parameters, and discuss an overview of the schedule requirements. Pfeiffer will tour the existing facilities with representatives and make recommendations on planning and programming priorities within the overall schedule.

### *Detailed As-Built Drawings*

It will be very important to create usable As-Built drawings for the theater and the library as a foundation to move forward into concept planning. This will include:

- Detailed measurement and verification of existing pdf documentation provided by the City;
- Full 3D Scanning of the existing structures for conversion to BIM modeling levels;
- Verification of Site conditions and adjacent structures;
- Complete system analysis for MEP systems and other items.

### *Functional Programming*

We have outlined three (3) workshops with the City to discuss programming and concepts in addition to design review board presentations. We have also assumed multiple Zoom meetings in between workshops as the programming and concept effort develops. Pfeiffer will organize the workshops, establishing required timelines and personnel necessary to get the information required. We anticipate working with the City and DAV to define the renovation scope, potential additional program spaces, parking, and site development. We will also analyze and create a workplan for the restoration of the mid-century modern building facades and architecture. Paying much attention to the design character and functional relationships, adjacency requirements, and overall building system functional aspects, we will work with our special consultants including, Acoustics, Theatrical, and AV, and others to determine the best solutions for all renovated and new spaces including the new parking garage. We will also evaluate and analyze all aspects of the existing Library building for future reprogrammed use as part of the concept design phase work. While not currently in the construction funding, we believe it is necessary to define all aspects of the restoration of this building and create a plan for reprogramming the space for future support of the overall arts complex.

### *Community Outreach*

As part of this process, Pfeiffer and our consultant team will engage the local and regional communities through a series of public workshops, online meetings, and a community forum for public comment. We anticipate this will entail three (3) major meetings during this predesign phase to solicit input in a timely manner. We anticipate that this process will continue through the early phases of Basic Services as well

as needed to make sure the process is an open and collaborative one. We have outlined fees for these meetings in our scopes.

### *Concepts and Feasibility*

Pfeiffer will test renovation and program concepts for the existing theater building renovation and expansion. In conjunction with overall master plan goals. Working with you, we will analyze and evaluate alternate development scenarios for renovation, minor demolition, and expansion of these existing buildings and how best to integrate the new program components. Site development evaluation and study will be an ongoing effort. It is anticipated that this will begin shortly after the first building programming workshop, allowing a concurrent effort of site development options and programming to occur, facilitating a good foundation for concept design.

The effort will include preparing building concepts and layouts, evaluating a variety of adjacencies, and looking at the existing building and alternative connections as necessary. We will prepare concept options and massing diagrams for each. This will be an iterative process and will require input on a regular basis from the City and DAV. Once consensus has been reached on a preferred scheme, we will finalize its development and proceed to the costing exercise with our cost estimator and the City's CMGC should they be on board at that point. In addition, conceptual renderings will be completed as required to convey the design intent.

### *Micro Master Plan*

Concurrent with the programming and concept design phases, we have defined a scope to work collaboratively with the City and other Developers to define and refine a scope that incorporates the theater and parking garage as well as the library building into a much larger overall context for the wonderful hilltop site. A Micro master plan will look at the surrounding area around these buildings and should evaluate the impact of the project on the High School and vice versa. We have allocated fees for this work in our attachments. We anticipate this effort can be ongoing as part of the scheduled work effort for programming and concept work.

### *Cost Estimating Input*

A total project cost model will be developed including costs for construction, demolition, renovation, site improvements, theatre and AV equipment, acoustical requirements, building FF & E, fees, contingencies, escalation and owner costs. Pfeiffer will coordinate with the City, DAV, and the CMGC to provide a cost for the building and total project.

## **WORKING METHODOLOGY**

Pfeiffer will serve as Architect of Record for the entire project. We will complete the work as outlined in the schedule pending your approval. The design process will be led from our Los Angeles office.

We will meet with you and the consultant team on a regular basis in Denver and in Los Angeles.

- Our office will lead and coordinate the design and construction through all phases for the Theater campus renovation and expansion. During each phase of service, we will work with our consultant team to prepare and coordinate all design and construction documents for the project. This will include the overall site work, building exterior and interior, including all program elements, public lobbies, support space, circulation elements, and interface with the existing building and landscape development. We will work directly with the City's CMGC and in-house staff to coordinate the scope of work and documents.
- We will design and implement all interior layout, design and documentation work for all programmed and renovated spaces. This will include all architectural development, interior design, and finish surfaces for the all interior and exterior space.
- We will lead all coordination meetings with all engineering disciplines including structural, MEP, Life Safety, Lighting, Theatrical, Acoustical, AV, and other engineering and special consultant disciplines as required for the successful completion of the work.
- We will meet with the City, Denver Arts and Venues (DAV) representatives, and other entities as required during the course of the work.
- We will provide general administration services during the Construction phase of the work. We will visit the site on a regular basis and manage the RFI and Submittal process.

**Meetings and Reviews**

It is anticipated that Pfeiffer and the consultant team will meet at intervals appropriate through the course of the work. We anticipate that this will occur regularly once coordinated with the City. We anticipate these meetings will occur in Denver and via Zoom meetings.

**Schedule**

This proposal is based on recent discussions with you and Mark. We have outlined a two-month effort for predesign services. Upon acceptance of this work, we anticipate the following durations for the basic services for the project:

Predesign	2 Months
Schematic Design	3 months
Design Development	4 months
Construction Documents	6 months
Biding/Award	2 Months
Construction Admin.	Assume 24 Months

The successful completion of this schedule will depend on the complete collaboration and cooperation of all parties involved.

## SCOPE OF WORK DETAILED BREAKDOWN

### EXHIBIT A: SCOPE OF WORK

#### PREDESIGN: THE FIRST TWO MONTHS

##### Month 1: Project Start-Up

1. Attend kick-off meeting with the City, DAV, adjacent developers, and other appropriate representatives to:
  - Discuss goals and objectives of project
  - Confirm future users and uses of the facility
  - Review/confirm project schedule, scope, deliverables and key meeting dates
  - Discuss work completed to date and areas identified for review/update
  - Discuss Community/public outreach approach and schedule
  - Discuss fundraising strategies as necessary
  - Establish methods for communication and information exchange
2. Visit the site, conduct walk-through of the existing buildings, tour neighboring buildings, site, and other relevant areas. Document the findings in notes and photographs.
3. Gather and review background information including the following, some of which has already been provided and/or compiled:
  - Program study, including cost estimates
  - Aerial photographs
  - Topographic maps
  - Existing as-built drawings of the buildings
  - Adjacent Master Plan
  - City planning and zoning requirements
  - Local and State building codes and regulatory requirements
4. Establish project FTP site as well as a Project Office at DIG Offices
5. Public Engagement
  - Stakeholder Working Group (SWG)  
In collaboration with Denver Arts & Venue and City staff, identify the key stakeholders to provide oversight throughout the design process and confirm project vision, expectations, communication protocol as well as roles and responsibilities
  - Facilitate and manage logistics for Stakeholder Working Group (SWG) meetings
  - Provide translation services as necessary for all SWG activities and materials

6. Public Involvement
  - Develop a detailed public involvement plan that ensures representative participation from the local communities, project partners, and decision makers
  - Facilitate and manage logistics for any public engagement
  - Provide complete translation services as necessary for all public engagement
7. Master planning
  - Master planning will include the scope related to Theater building, the Library building, and the parking structure in the base scope of this project.
  - Coordinate and develop site access strategy, circulation and site design based on previously completed "Mobility and Parking Study".

**Month 1: Program Refinement and the Site**

1. Prepare opportunities and limitations map that documents the physical parameters that should be considered in the planning of the site. This will include but not be limited to:
  - Views and visual considerations, to and from the buildings
  - Location of parking and how visitors will likely arrive at the building including pedestrian routes
  - Loading and service including opportunities for their relocation
  - Existing improvement plans that may affect planning of the site
  - Relationship to the central campus core
  - Utilities and easements
  - Building setbacks
2. Prepare an opportunities and limitations drawing for the buildings that document physical parameters that should be considered in the renovation/reinvigoration of the existing structures, including but not limited to:
  - Requirements for improvements to existing buildings
  - Existing structural/MEP framework/Associated cost options
  - Key features of the buildings to be maintained
  - Building cross-section illustrating key dimensions and volumes of available space
  - Create Acoustical and Theatrical Considerations narratives
3. Prepare contextual diagrams illustrating how any potential additions fits into the larger physical and cultural context of the existing building, including:
  - Location of other existing and planned development destinations
  - Major vehicular and pedestrian circulation routes

- Location of parking and public spaces
  - Location of near-by transit and parking if applicable
  - Location of underground utilities
4. Prepare preliminary diagrams illustrating options for accommodating the program on the site, including:
- Potential Areas for building expansion
  - Accessibility, including to the front door of the building
  - Accessibility to the existing building
  - Loading and service to existing and new/both
  - Pedestrian and vehicular circulation
  - Campus wide Connections
  - Site adjacencies
5. Finalize the space program.
6. Work with the City and our Cost Consultant, Acoustician and Theater Consultant to prepare a Total Project Cost Model validating initial cost information provided in the programming study.

***Conduct Workshop 1 and 2: Program Verification and Site Walk***

Topics: Confirmation of previous program documents and potential refinements  
Confirmation of seat count  
Understanding the context  
Understanding the Master Plan  
Program and Site Options  
Acoustic and Theatrical  
SMEP

**Month 2: Preliminary Concept Design and Program**

1. Prepare conceptual floor plan options illustrating how the program could be accommodated both in the existing structure as well as in building additions.
2. Prepare conceptual site plan options illustrating pedestrian access, service and public spaces, including connections to the campus and new parking structure.
3. Working with the acoustician and theater consultant, prepare conceptual floor plans and cross sections for the proposed program and performance spaces.
4. Prepare 3 dimensional study models and computer models illustrating the massing of building additions and their relationship to the existing building and site.

5. Prepare 3 dimensional study models and computer models illustrating how new program and theater renovations might be accommodated within the walls of the existing structure.
6. Prepare sketches that convey the basic design intent of each of the options, including how they respond architecturally to the existing campus context.

**Conduct Workshop 2: *Preliminary Design Exploring Options***

Topics: Options for accommodating the program on the site  
Site and building options  
Massing options  
Final Program  
The renovated theater and new performance venues  
Architectural approaches and strategies

**Month 2: *Preliminary Concept Design***

1. Prepare conceptual site plan that illustrates building renovation and additions, new construction, loading, service, pedestrian connections, public plazas, open space and landscape.
2. Identify mechanical, electrical, plumbing, fire protection and structural systems that will likely be required to support the building and its activities. Prepare initial building system narratives that can be used to assist in refining the project cost data.
3. Identify both on and off-site improvements, including drainage and/or water retention requirements.
4. Prepare conceptual diagrammatic floor plans illustrating size and configuration of spaces and their adjacencies.
5. Prepare a final space program.
6. Prepare preliminary building and site sections.
7. Prepare study models illustrating general massing and configuration of the facility
8. Prepare diagrams illustrating design intent.
9. Cost estimate and Total Project Costs to reflect proposed concept design.

**Conduct Workshop 3 and 4: *Preliminary Design Presentation***

Topics: Concept design  
Site design  
Massing

Architectural approach

Building systems approach

## **SCHEMATIC DESIGN THROUGH CONSTRUCTION ADMINISTRATION**

Pfeiffer prides itself on being able to maintain the design integrity of a project, while simultaneously assuring that the project schedule and budget are maintained throughout the course of the project – from Preliminary Design to Construction. The following outlines intended deliverables for the Loretto Theater Campus:

### **Meetings and Communication**

- Our design team will maintain weekly internal team meetings to assess the progress of the project. These provide an opportunity identify outstanding information or actions affecting team progress as well as potential issues before they develop. These meetings are also used to review the allocation of staffing resources and responsibilities for maintaining the project schedule. Design review will also be a part of these meetings, making sure that the team is current on all aspects of the design development and equally sharing information across all levels.
- We will maintain bi-weekly A/E design team meetings to coordinate the progress of the project's key components, identify outstanding information, and identify critical action items for project advancement.
- We will maintain effective communication with the City and DAV agencies including monthly management meetings to assess the progress and development of the design, and review outstanding issues or actions impacting the progress of the project.
- We will produce clear and concise documentation related to meetings, including the preparation of specific agendas, meeting minutes and monthly status reports, so that all key team members and client representatives are always up to date.
- We will identify major milestones and specific deliverables by phase, to allow an incremental approach to monitoring the schedule and measuring progress, thereby allowing mid-course corrections without major schedule impacts.
- We will maintain periodic design/documentation reviews by all disciplines to assess progress relative to the anticipated deliverables and due dates. Internal and consultant reviews will take place throughout the course of the project to maintain effective quality control and ensure constructability.
- We will conduct detailed budget and schedule reviews to assure that the budget and schedules are being met. Critical decision time frames are also regularly reviewed and compared against the schedule of deliverables. City and other agency needed approvals are tracked and maintained within the overall project schedule.

We will also be conducting As-Built building verification and measurements for accurate backgrounds. We will utilize consultant to three dimensionally model the existing building.



## **Schematic Design**

Based on an approved Predesign effort, we will begin the Schematic Design (SD) phase for the Loretto Theater Campus project. Materials in this phase will be documented in both written and visual form and will be prepared in AutoCAD utilizing Revit, a Building Information Modeling (BIM) program. Plans, sections, and a variety of drawings will describe the development of the design and systems for the project, including sophisticated technical solutions. Models, sketches and renderings will address exterior and interior design issues, conveying all design parameters to the City and DAV. These documents will be presented in enough detail to serve as the basis for preparing realistic cost estimates. In addition, they will answer all major concerns regarding planning, imagery, recommended materials, massing and scale for the building renovation and any building additions, including any other construction that is included in the scope. Presentations of the design will be made to the City and DAV, any Board that may require a presentation, and the State if required.

Because Pfeiffer believes interiors of buildings are integral in creating an overall environment and experience for performers and the patrons attending the performance, we will provide all interior design services with our experienced in-house interior design team. Interior design concepts will therefore be developed concurrently with the development of the exterior of the building. Initial concepts for lighting and landscape, including sidewalk interface, will be incorporated into the schematic design drawings upon direction by the City and DAV. In addition, concepts for providing all mechanical and structural systems, as well as data/communications, security, fire and life safety, audio/visual and acoustical needs will all be studied and documented. Tasks included in the Schematic Design phase are:

- Conduct Coordination Meetings with the City PM, DAV, and other regulatory agencies as necessary to complete the coordination effort. This will include any meetings necessary to satisfy the requirements of the City.
- Establish project Design Concept including Site Plan development.
- Develop preliminary Landscape Concepts and palette of materials.
- Establish preliminary Materials Palette for Interior and Exterior renovation and development.
- Include normal structural, mechanical and electrical engineering.
- Prepare a list of Technical Coordination and Theatre Equipment Items (Review with Cost Consultants).
- Establish final technical and theatre equipment requirements (Review with theater and acoustical/av consultants).
- Assist Owner in developing and validating the Project Cost Model including all related costs to the project.
- Prepare Narrative Description of Building Systems and Finishes.

- Provide a Preliminary Statement of Probable Construction Cost Estimate.
- Prepare Presentation Media
- Update Project Schedule on a regular basis.
- Prepare a workplan related to architectural development.
- Have LEED Eco-Charrette with full consultant team and representatives.
- Establish initial LEED checklist and priorities for further investigation.

#### Projected SD Deliverables:

Pfeiffer believes that a thorough SD package will result in realistic cost input. Therefore, we strive to maximize effectiveness of the SD drawings for the cost estimator. Given the complexity of a performing arts building, the following is a minimum we expect to provide for this effort:

- Schematic Design Plans based on the mutually agreed-upon program and concept design including the following:
- SD level site plan indicating all major site treatments including water elements, hardscape/landscape, site lighting, etc.
- Schematic building plans, sections and elevations.
- Typical wall sections and key design details to convey design intent and cost impact.
- Preliminary room finish schedules and overall building design information.
- Schematic design of major building systems including civil, structural, HVAC, electrical, lighting, theatrical systems, etc.
- Interior and exterior SD level models conveying scope of design and materiality of the project.
- Schematic Design narratives and project manual including all SD level information required to complete the cost estimate.
- Additional materials such as presentation plans, renderings models, physical scaled models, engineering design calculations, project schedules, project budget, building systems and finish descriptions.
- Overall budget for the cost of construction.
- Outline specification of construction materials noted on drawings and described in writing.

#### Design Development

Based upon approval of the Schematic Design phase, we will proceed with Design Development (DD). This phase will refine the building plans and project information developed in SD and will include further refinement and accuracy of the documentation. Detailed concerns about construction and all related site and landscape work will also be addressed in order to satisfy programmatic, technical and aesthetic concerns. Structural, mechanical, electrical, civil, acoustical, theater, lighting, telecommunications and life safety concepts and drawings will be sufficiently developed to form the basis for a more detailed cost estimate. Based on our recommended quantity survey approach, the DD level cost estimate will enable design and technical refinements to be made avoiding potentially serious cost overruns. In conjunction

with the City PM, Value engineering (VE) analyses will also be performed at this stage if necessary. Both exterior and interior materials and finishes will be further developed with tasks including:

- Begin DD based on the approved SD documents.
- Review, validate and establish final decisions based on approved SD documents and cost estimates.
- Establish final design decisions for all site, architectural, engineering and special consultants.
- Continue to conduct Coordination Meetings with the PM, DAV, and other regulatory agencies. This will include any meetings necessary to satisfy all requirements
- Continue to conduct Coordination and Review Meetings with the City and all disciplines.
- Discuss and validate final Construction Delivery Method and Schedule Requirements.
- Verify and update all engineering design calculations.
- Update Specifications manual for all technical requirements.
- Update the construction Cost Estimate.
- Assist College in validating the Project Cost Model.
- Update Project Schedules.
- Update the LEED Checklist.
- Provide interior and exterior DD level models conveying scope of design and materiality of the project.
- Project Schedule Updates.
- Prepare Theater models conveying design intent of the major spaces.
- Prepare Building and Site Model to convey design intent.

Presentations of the design will be made to the City and DAV as required.

Projected DD Deliverables:

- Design Development Plans for all disciplines will be prepared at 50% and 100% to illustrate and describe in the documents refinement of the design establishing the scope, relationships, forms, sizes, appearance, of the project by means of plans, sections, elevations, typical design details, and equipment layouts including:

Design Development level site plan indicating all major site treatments including water elements, hardscape/landscape, site lighting, etc.

Design Development level building plans, reflected ceiling plans, sections and elevations. In addition, we will include larger scale drawings depicting more developed design of the theater space itself, including all relevant drawings.

Typical exterior and interior wall sections and exterior elevations, and key design details to convey design intent and cost impact.

Refined room finish schedules and overall building design information.

Design Development documentation of all major building systems including but not limited to civil, structural, HVAC, electrical, lighting, theater, acoustics, and AV.

- Refined outline specification of construction materials noted on drawings and described in writing – identifying major materials and system and establishing general quality levels.

- Design Development narratives and project manual including all DD level information required to complete the cost estimate
- Updated overall budget for the cost of construction
- Final design engineering calculations

## **Construction Documents**

Based upon approval of the Design Development documents and the project construction cost estimate, we will proceed with the final Construction Documents. A list of all unresolved issues will be prepared along with the recommendations for their resolution. These will be reviewed in detail. All final decisions will be incorporated into the construction documents. During this phase we will prepare all detailed technical specifications. Throughout the preparation of Construction Documents, we will assist in obtaining all necessary local, state and federal level governmental approvals.

- Review and validate approved design development documents.
- Continue to conduct coordination and review meetings as needed with the PM, DAV, and all disciplines. This will include any meetings necessary to satisfy the requirements of the City.
- Update project cost estimate.
- Assist City in validating the Project Cost Model.
- Finalize Construction delivery method with owner.
- Finalize LEED checklist.
- Provide complete project manuals and specifications including Division 1 with guidance from the City PM.
- Specifications will identify major materials and systems required for the project.
- Update project schedule.

Presentations of the design will be made to the City and DAV as required.

Projected CD Deliverables:

- Interim deliverable for the CD phase at 50%.
- Final Construction Bid Plans and Specifications at 100%.
- Refinement of the design of the project, establishing the scope, relationships, forms, sizes, appearance, of the project by means of plans, sections, elevations, typical construction details, special construction details dealing specifically with theater and acoustical issues and equipment layouts.
- CD level site and civil plan indicating all major site treatments including water elements (if any), hardscape/landscape, site lighting, etc.
- Bid documents
- Final probable construction cost estimate
- Updated project schedule

## **Bidding and Negotiation**

Pfeiffer will make recommendations regarding appropriate bid packages and bidding procedures for the work. We will prepare all necessary bidding documents and assist in the evaluation of bids received. Numerous documents regarding invitations and instructions to bidders, sample forms for bidding and agreement, general conditions and bonds will be developed prior to bidding. Prequalification of contractors, if one isn't already on board, may be done.

- Assist the City in the preparation of bidding and procurement information. Describes time and place and conditions of bidding.
- Assist the City in the preparation of bidding forms.
- Assist the City in the preparation of the conditions of the contract for construction (general, supplementary and other conditions).
- Review and evaluation of contractors bid proposals
- Attend and participate in Pre-Bid Meeting.
- Respond to contractor's inquiries and prepare addenda.
- Participate in construction contract negotiations.

### **Construction Administration**

During construction, we will provide supplementary drawings, where required, to elaborate on contract documents and will check shop drawings and samples to verify that the accuracy of the proposed work meets the design intent. Site visits will be made by our team members allowing continuity throughout the duration of the construction. Our consultants will also inspect the construction work process and insure that the expected quality is achieved. The continuity of our staff from the earliest stages of design through construction documents affords us the opportunity to insure the project proceeds in conformance with initial design concepts and intentions.

- Periodic reviews by other consultants to insure quality and design intent.
- Conduct and participate in bi-weekly construction meetings.
- Respond to RFI's (request for information).
- Prepare ASI's (architects' supplemental information).
- Review shop drawings and submittals.
- Prepare change orders as needed.
- Review certificates of payment to the contractor on behalf of the owner.
- Site observation visits (as needed) for architectural staff and consultants.
- Prepare field observation reports for each site visit
- Review Mock Ups.
- Attend and participate in substantial completion walk-through (as required).
- Attend and participate in final acceptance walk-through (as required).

- Prepare punch list(s) in cooperation with the owner, the contractor and other project team members.  
Projected CA Deliverables:
- Reports and meeting notes and correspondence as required

### **Post Construction Services**

After construction has been completed, Pfeiffer will provide services related to project closeout. Pfeiffer will coordinate efforts with all the engineers to perform their commissioning and systems reviews of the newly renovated Loretto Theater campus project. We will also spearhead the commissioning efforts with any outside organization brought in by the City, as well as the LEED agent.

**PROFESSIONAL SERVICES- FEE PROPOSAL: SUMMARY**

<b>Project Name</b>	Loretto Heights Theater Campus Project	<b>Date:</b>	11/6/2022
<b>Firm Name</b>	Perkins Eastman	<b>Revised:</b>	12/19/2022
<b>City Project Manager</b>	Gabrielle Schuller- Sr. Architect DOTI-IA	<b>% Complete Invoicing Approved?</b>	no

**A. DESIGN FEE PROPOSAL**

Project Component	Estimated Cost	Notes
Task 1 - Masterplanning , Programming, Concepts, Community Outreach (Theater, Parking, Library)	0	Included below
Task 2a - Theater Renovation - SD DD CD BID CA	26,000,000	Est Const. Cost includes all sitework
Task 2b - Parking Garage - SD DD CD BID CA	24,000,000	Assumes \$60k/space
Task 3 - Add Alternate: Library Renovation SD DD CD BID CA	15,000,000	Est Const. Cost includes all sitework

**B. ESTIMATED DESIGN FEES TOTAL PROJECT****PREDESIGN PHASE:**

Task 1. Masterplanning , Programming, Concepts, Community Outreach (Theater, Parking, Library)		
Basic Service Consultants:	\$ 256,615	Architecture, MEP/FP, Struct, Civil
Specialty Consultants:	\$203,688	as listed below:
Audio Visual	9,650	Threshold Acoustics
Acoustics	20,200	Threshold Acoustics
Landscape Architecture	81,096	Dig Studio, Inc.
Theater Consulting	22,685	Theatre Projects
Sustainability	3,525	Group 14
Lighting	2,225	Clanton & Associates
Cost Consulting	20,972	Rider Levett Bucknall
Transportation Planning	23,590	Fehr & Peers
Historic Exterior Enclosure, roofing & waterproofing	6,646	Lerch Bates
Vertical Transportation	4,740	Lerch Bates
Parking Garage	8,360	Walker Consultants
P.E. Specialty Consult Admin./Coord @ 5%	10,185	Perkins Eastman
<b>SUBTOTAL FEE Masterplanning , Programming, Concepts, Community Outreach</b>	<b>\$ 470,488</b>	basic and specialty consultants

**BASIC SERVICES PHASE:**

Task 2. Basic A/E Services - Theater Renovation & Parking Garage SD DD CD BID CA		Architecture, MEP/FP, Struct, Civil
Theater Renovation - Basic Services Fee @ 10.25% of Construction Cost	2,665,000	
New Parking Garage - Basic Services Fee @ 6% of Construction Cost	1,440,000	
<b>SUBTOTAL FEE TASK 2 BASIC SERVICES @ 8.2% of Construction Cost</b>	<b>\$4,105,000</b>	
Task 2 - Basic A/E Services Fee Breakdown by Phase:		Phase Allocations
Schematic Design	615,750	SD @15%
Design Development	821,000	DD @20%
Construction Documents	1,436,750	CD @35%
Bidding Phase	205,250	Plan Check/Bid @ 5%
Construction Administration/Closeout	1,026,250	CA @25%
<b>SUBTOTAL TASK 2 A/E BASIC SERVICES BY PHASE</b>	<b>\$4,105,000</b>	

Task 2. Additional Special Consultants - Theater Renovation & Parking Garage SD DD CD BID CA		Special Consultant
Audio Visual	109,400	Threshold Acoustics
Acoustics	209,925	Threshold Acoustics
Landscape Architecture	286,351	Dig Studio, Inc.
Theater Consulting	370,773	Theatre Projects
Sustainability	81,035	Group 14
Lighting	94,235	Clanton & Associates
Cost Consulting	109,316	Rider Levett Bucknall
Transportation Planning	7,170	Fehr & Peers
ADA/Accessibilty	26,684	Jensen Hughes
Fire Protection/Code	18,500	Terp Consulting Inc.
Historic Exterior Enclosure, roofing & waterproofing	14,070	Lerch Bates
Vertical Transportation	24,310	Lerch Bates
Signage & Wayfinding	100,650	Studio SC
Parking Garage	43,390	Walker Consultants
<b>Sub-total Specialty Consultants</b>	<b>1,495,809</b>	
P.E. Specialty Consult Admin./Coord @ 5%	74,790.00	Perkins Eastman
P.E. FF&E Services	59,868	Perkins Eastman
<b>SUBTOTAL TASK 2 SPECIAL CONSULTANTS and FF&amp;E</b>	<b>\$1,630,467</b>	

<b>TOTAL FEE: TASKS 1 &amp; 2 Theater Renovation &amp; Parking Garage</b>	<b>\$6,205,955</b>	total includes Task 1 predesign
<b>TASKS 1 &amp; 2 REIMBURSABLE EXPENSES</b>	<b>\$283,300</b>	Estimated (see note next page)

Task 3 Add Alternate: Basic A/E Services - Library Renovation SD DD CD BID CA		Architecture, MEP/FP, Struct, Civil
Library Renovation - Basic Services Fee @ 10.25% of Const. Cost	1,537,500	
Task 3 Add Alt - Basic A/E Services Fee Breakdown by Phase		Phase Allocations
Schematic Design	230,625	SD @15%
Design Development	307,500	DD @20%
Construction Documents	538,125	CD @35%
Bidding Phase	76,875	Plan Check/Bid @ 5%
Construction Administration/Closeout	384,375	CA @25%
SUBTOTAL TASK 3 ADD ALT BASIC A/E SERVICES BY PHASE	\$1,537,500	
Task 3 Add Alternate. Additional Special Consultants - Library Renovation SD DD CD BID CA		Special Consultant
Audio Visual	34,050	Threshold Acoustics
Acoustics	35,950	Threshold Acoustics
Landscape Architecture	107,500	Dig Studio, Inc.
Theater Consulting	25,000	Theatre Projects
Sustainability	59,175	Group 14
Lighting	39,830	Clanton & Associates
Cost Consulting	61,858	Rider Levett Bucknall
ADA/Accessibility	17,904	Jensen Hughes
Fire Protection/Code	14,530	Terp Consulting Inc.
Historic Exterior Enclosure, roofing & waterproofing	11,130	Lerch Bates
Signage & Wayfinding	50,160	Studio SC
Sub-total Specialty Consultants	457,087	
P.E. Specialty Consult Admin./Coord @ 5%	22,854.00	Perkins Eastman
FF&E	79,908	Perkins Eastman
SUBTOTAL TASK 3 ADD ALT SPECIAL CONSULTANTS and FF&E	\$559,849	Task 3 only
TOTAL FEE TASK 3 ADD ALT Library Renovation		\$2,097,349 basic and specialty consultants
TASK 3 ADD ALT REIMBURSABLE EXPENSES		\$143,200 Estimated

Reimbursable expenses are in addition to compensation for the Architect's basic services and include expenses incurred by the Architect and Architect's consultants directly related to the project, including: transportation in connection with the project, authorized out-of-town travel and subsistence; electronic communications, reproductions, plots, postage, handling and delivery of instruments of service. If actual reimbursables invoiced exceed 75% of stated estimate, client will be notified accordingly. Reimbursable expenses and supplemental consultant services are invoiced at 1.0x markup percentage.



## EXHIBIT B

### CONSULTANT TEAM MEMBERS

Prime Consultant: Pfeiffer, a Perkins Eastman Studio

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-In-Charge	Design/Management	\$445.00
Resource Principal	Design/Management	\$362.00
Design Principal	Design/Management	\$362.00
Project Manager	Design/Management	\$238.00
Senior Architect	Drafting/Design/Production	\$238.00
Intermediate Architect	Drafting/Design/Production	\$170.00
Junior Architect	Drafting/Design/Production	\$132.00
Senior Interior Designer	Drafting/Design/Production	\$204.00
Administrative Support	Administration / Coordination	\$83.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.77.

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

## REIMBURSABLE EXPENSES

Prime Consultant: Pfeiffer, a Perkins Eastman Studio

Additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City as part of the design process.
2. Travel/transportation costs including airfare, transportation to and from airport, rental car, hotel, and three meals per day.
3. Shipping costs associated with design tasks including USPS, FED EX, UPS, or other shipping companies required to transport physical models and drawings for the development of the work.
4. Creation of As Built drawings including building scanning services and as built base drawing document creation.
5. Creation of Topographic Survey, Boundary, and Plotting of Un-Platted Easements drawings.

The Consultant will be required to submit a complete list of pricing reimbursable items.

### **Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Color Digital Copy/Print 8.5 x 11	\$0.65/page
Color Digital Copy/Print 8.5 x 14	\$0.80/page
Color Digital Copy/Print 11 x 17	\$1.31/page
BW Digital Copy/Print 8.5 x 11	\$0.12/page
BW Digital Copy/Print 8.5 x 14	\$0.17/page
BW Digital Copy/Print 11 x 17	\$0.29/page
CAD Color Plotting	\$1.31/sq.ft.
Graphics Color Plotting	\$3.26/sq.ft.
Plotting onto Bond	\$0.41/sq.ft.
Plotting onto Bond (Additional)	\$0.41/sq.ft.
DPrint onto Bond	\$0.41/sq.ft.
 Topographic Survey, Boundary, Easements	 \$27,000
 As-Built Scan/Drawings – Theater Building	 \$12,000
 As-Built Scan/Drawings – Library Building	 \$11,000

## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: KLOK 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.

[illegible]

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.75 .

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

REIMBURSABLE EXPENSES

Sub-Consultant: KLOK Group

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.62</u> / each
Copies (8 1/2 x 14")	\$ <u>0.78</u> / each
Red-line copies	\$ <u>7.5</u> / S.F.
Reproducibles	\$ <u>0.80</u> / page

## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: M-E 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.
Senior Principal	Oversight of project and client relations including contract issues, staffing availability and other resources	\$260
Principal	Oversight of project and client relations including contract issues, staffing availability and other resources	\$215
Associate Principal	Oversight of project and client relations and responsible for management of the project similar to Project Managers	\$200
Senior Associate	Senior staff positioned as design team leaders, responsible for management of the project similar to Project Managers	\$160
Associate	Often positioned as design team leaders, responsible for management of the project similar to Project Managers	\$150
Senior Project Manager	Senior management of all aspects of a project, including technical correctness, schedule and budget requirements	\$150
Project Manager	Management of all aspects of a project, including technical correctness, schedule and budget requirements	\$130
Project Engineer	Project productions, technical responsibility for projects during design and construction, and mechanical/electrical coordination.	\$110
Designer	Project production as directed by engineers.	\$105
Senior BIM Coordinator	Production of project drawings as directed by technical staff.	\$105
BIM Coordinator	Production of project drawings as directed by technical staff.	\$85
CAD Technician	Production of project drawings as directed by technical staff.	\$70
Administrative Staff	Project support as directed, including specification production, and construction administration coordination.	\$90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.14 .

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

**REIMBURSABLE EXPENSES**

Sub-Consultant: M-E Engineers, Inc.

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.36</u> / each
Copies (8 1/2 x 14")	\$ <u>.48</u> / each
Red-line copies	\$ <u>.32</u> / S.F.
Reproducibles	\$ <u>.5.20</u> / page

Sub-Consultant: 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	Overall Contract Management. Principal-in-charge, engineer-of-record, quality assurance, scheduling staff	\$235.00
Associate	Project manager for individual task orders: manage subconsultants and internal survey crews	\$205.00
Senior Project Engineer	Structural or civil engineering investigation, design, consultation, and detailing for construction documents	\$185.00
Project Engineer	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration services	\$155.00
Professional Engineer	Structural or civil engineering investigation, design, preparation of construction documents, and construction administration services	\$145.00
Engineer-in-Training II	Structural or civil engineering investigation, design, preparation of construction documents, and construction	\$125.00
Engineer-in-Training I	Structural or civil engineering investigation, design, and construction administration support	\$115.00
Senior Designer	Designer position, supervises, directs, schedules, and manages Technician and Designer staff.	\$155.00
Designer	Assists engineers as a para-Design Professional working with the model and developing drawings.	\$135.00
Technician III	Computer-aided drafting and modeling	\$120.00
Technician II	Computer-aided drafting and modeling	\$110.00
Technician I	Computer-aided drafting and modeling	\$100.00
Administrative Assistant	Clerical duties, administrative requests, organize meetings, taking minutes, assistance in substantiation documentation.	\$75.00

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

REIMBURSABLE EXPENSES

Sub-Consultant: Martin/Martin

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.04</u> / each
Copies (8 1/2 x 14")	\$ <u>NA</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>NA</u> / page

TRAVEL AND TRANSPORTATION EXPENSES

- 1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.
- 2. Fifty-eight and one half cents (\$0.585) per mile for use of vehicles.

OUTSIDE SERVICES

Invoice cost of services and expenses charged to Martin/Martin by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin.

PLOTTING/PRINTING COSTS

- Photo copies at \$0.04/sheet
- Color photo copies \$0.25/sheet
- Bond Sheets \$0.10/SF
- Mylars at \$3.40/SF
- Color plots \$6.00/SF

MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin from outside sources, at a multiple of 1.1 times cost to Martin/Martin. All out of pocket expenses not included above will be included in this category.



**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).

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Mgr.	Design / Management	\$165.00
Structural Engineering Mgr.	Design / Management	\$165.00
Sr. Project Engineer	Design / Coordination	\$145.00
Staff Engineer	Design / Production	\$135.00
Sr. CAD/BIM Drafter	Drafting / Design / Production	\$130.00
Drafter	Drafting	\$115.00

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 reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

**REIMBURSABLE EXPENSES**

Consultant: San Engineering, LLC

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

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

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

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.05</u> / each
Copies (8 1/2 x 14")	\$ <u>0.10</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>30.00</u> / page

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Dig Studio

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.
Sr. Principal	Project oversight, client collaboration, design direction & team leader.	\$215
Principal 3	Project oversight, client collaboration, design direction & team leader.	\$185
Principal 2	Project oversight, client collaboration, design direction & team leader.	\$173
Principal 1	Project oversight, client collaboration, design direction & team leader.	\$165
Landscape Designer 5	Day to day coordination, project collaboration, design implementation	\$135
Landscape Designer 4	Day to day coordination, project collaboration, design implementation	\$128
Landscape Designer 3	Day to day coordination, project collaboration, design implementation	\$117
Landscape Designer 2	Day to day production & design implementation	\$106
Landscape Designer 1	Day to day production & design implementation	\$ 95
Intern	Day to day production	\$ 60

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 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.

## REIMBURSABLE EXPENSES

Sub-Consultant: Dig Stdio

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

### Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11" - color)	\$ _____ .50/ each
Copies (8 1/2 x 14" - color)	\$ _____ 1.00/ each
Red-line copies Reproducibles	\$ _____ 1.50_ / S.F.
Reproducibles (Mylars)	\$15/ page (\$2.20/sf)

## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Theatre Projects Consultants 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	Coordination, oversight, delegation	\$78/hr
Theatre Designer	Room design, planning, seating, coordination	\$87/hr
Associate Theatre Designer	Room design, planning,	\$72/hr
BIM Manager	BIM Coordination	\$72/hr
Equipment Designer	Equipment design, specification, planning, coordination	\$72/hr
Associate Equipment Designer	Equipment design, specification, planning, coordination	\$57/hr
Theatre Lighting Designer	Equipment design, specification, planning, coordination	\$72/hr
Associate Theatre Lighting Designer	Equipment drafting, coordination	\$57/hr
Model Manager	BIM Coordination	\$46/hr
Theatre Equipment Drafter	Equipment drafting, coordination	\$36/hr
AV Designer	Audiovisual equipment .infrastructure design/planning	\$72/hr
Associate AV Designer	Audiovisual equipment .infrastructure design/planning	\$57/hr
Project Coordinator	Deliverable oversight, support and coordination	\$30/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.841.

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

REIMBURSABLE EXPENSES

Sub-Consultant: Theatre Projects Consultants Inc.

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

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

## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Threshold Acoustics, 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.

[illegible]

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.23 .

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

REIMBURSABLE EXPENSES

Sub-Consultant: Threshold Acoustics, LLC

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

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



## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Group14 Engineering, PBC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal, Service Director	Oversight and quality control	\$209
Team Leader, Sr Engineer III	Oversight and quality control, technical leadership	\$192
Sr. Project Manager II, Sr. Engineer II	Project management - general project oversight	\$183
Sr. Project Manager I, Sr. Engineer I	Project management - general project oversight	\$165
Project Manager II, Engineer III	Project management - general project oversight	\$148
Project Manager I, Consultant III, Job Captain II	Project management - general project oversight	\$139
Engineer II, Consultant II, Job Captain	Consulting and technical support tasks	\$130
Engineer I, Consultant I	Consulting and technical support tasks	\$119
Tech Support	Technical support	\$96
Admin Support	Admin Support	\$83

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

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

**REIMBURSABLE EXPENSES**

Sub-Consultant: Group14 Engineering, PBC

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

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

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton & 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.
Chief Executive Officer	Visioning, Project Approach, Quality Control	\$325
President	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$310
Principal	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$235
Associate	Contracts, Staffing, Project Oversight, Professional Engineering, Quality Control	\$220
Business Development Manager	Business Development	\$210
Senior Engineer II	Project Management, Electrical Engineering, Quality Control	\$210
Senior Engineer I	Project Management, Electrical Engineering, Quality Control	\$175
Engineer II	Lighting Design, Electrical Engineering, Project Support	\$145
Engineer I	Lighting Design, Electrical Engineering, Project Support	\$130
Senior Designer II	Project Management, Lighting Design, Quality Control	\$200
Senior Designer I	Project Management, Lighting Design, Quality Control	\$155
Designer II	Lighting Design, Project Support	\$135
Designer I	Lighting Design, Project Support	\$125
Intern	Lighting Design, Electrical Engineering, Project Support	\$100
Production Manager	CADD Production, Deliverables Management, Quality Control	\$195
Senior CADD Technician	CADD Production	\$130
CADD Technician	CADD Production	\$100
Marketing Manager	Marketing, Proposal Development, Contract Review	\$95
Office Manager	Invoicing, Office Administration	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.5.

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

REIMBURSABLE EXPENSES

Sub-Consultant: Clanton & Associates

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ _____.07/ each
Copies (8 1/2 x 14")	\$ _____.075/ each
Red-line copies	\$ _____.125/ S.F.
Reproducibles	\$ _____.125/ page

## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: 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.
Executive Vice Principal	Oversees the entire project, determines the appropriate resources needed & allocates project assignments	\$243
Associate Principal	Has expertise in project management and/or cost estimating functions	\$211
Senior Project Manager	Project overseer & determines the appropriate resources needed & allocates assignments	\$207
Associate	Makes recommendations on the most effective use of funds, provides optimal project/program scheduling options	\$188
Senior Cost Manager	Provides supervision to Cost Estimators on all matters pertaining to the development of cost plans and estimates.	\$156
Cost Manager	Under close supervision, prepares cost plans in order to estimate, plan and control construction costs	\$149
Administrative Support	Performs various administrative functions including preparation of reports, maintains files, and produces correspondence	\$73

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

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

REIMBURSABLE EXPENSES

Sub-Consultant: Rider Levett Bucknall

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

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

**Rider Levett Bucknall does not require any reimbursable expenses at this time.**

## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Fehr & Peers

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 5	Project oversight, report review, QA/QC of deliverables	\$350
Principal 4	Project oversight, project management, report review, QA/QC of deliverables	\$325
Principal 3	Project oversight, project management, report review, QA/QC of technical analysis and deliverables	\$300
Principal 2	Project oversight, project management, report preparation and review, QA/QC of deliverables	\$270
Principal 1	Project oversight, project management, report preparation and review, QA/QC of technical analysis and deliverables	\$255
Senior Associate 2	Project management, report preparation, QA/QC of technical analysis and deliverables	\$245
Senior Associate 1	Project management, QA/QC of technical analysis, deliverable preparation	\$225
Associate 2	Project management, report preparation, QA/QC of technical analysis and deliverable preparation	\$210
Associate 1	Project management, report preparation, analysis and deliverable preparation	\$200
Senior Engineer/Planner 3	Project management, technical memorandum preparation, analysis and deliverable preparation	\$185
Senior Engineer/Planner 2	Project management, technical memorandum preparation, analysis and deliverable preparation	\$175
Senior Engineer/Planner 1	Project management, technical memorandum preparation, data collection and analysis, analysis and deliverable preparation	\$165
Engineer/Planner 3	Project management, data collection and analysis and deliverable preparation	\$160
Engineer/Planner 2	Project management, data collection, analysis and deliverable preparation	\$150
Engineer/Planner 1	Data collection, analysis and deliverable preparation	\$140
Technician 3	Analysis, CAD/GIS, design preparation	\$170
Technician 2	Analysis, CAD/GIS, design preparation	\$155
Technician 1	Analysis, CAD/GIS, design preparation	\$120

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

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

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: Fehr & Peers

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 Technician 5	Analysis, CAD/GIS, design preparation, design review	\$205
Senior Technician 4	Analysis, CAD/GIS, design preparation, design review	\$185
Senior Technician 3	Analysis, CAD/GIS, design preparation, design review	\$175
Senior Technician 2	Analysis, CAD/GIS, design preparation, design review	\$165
Senior Technician 1	Analysis, CAD/GIS, design preparation, design review	\$155
Senior Administrative Assistant 5	Subconsultant/vendor management, project setup, project accounting, graphics	\$175
Senior Administrative Assistant 4	Subconsultant/vendor management, project setup, project accounting, graphics	\$165
Senior Administrative Assistant 3	Subconsultant/vendor management, project setup, project accounting, graphics	\$155
Senior Administrative Assistant 2	Subconsultant/vendor management, project setup, project accounting, graphics	\$145
Senior Administrative Assistant 1	Subconsultant/vendor management, project setup, project accounting, graphics	\$135
Administrative Assistant 3	Project setup, project accounting	\$150
Administrative Assistant 2	Project setup, project accounting	\$125
Administrative Assistant 1	Project setup, project accounting	\$140
Intern	Data collection and analysis	\$110

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

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



## **REIMBURSABLE EXPENSES**

Sub-Consultant: Fehr & Peers

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

### **Actual Costs**

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

## SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Jensen Hughes, 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.
Administrative	Administrative duties	\$98
Technician	Technical assistance and support	\$98
Senior Technician	Technical assistance and support	\$132
Associate 1	Professional consulting services and support	\$112
Associate 2	Professional consulting services and support	\$144
Associate 3	Professional consulting services and support	\$165
Associate 4	Professional consulting services and support	\$179
Consultant 1	Professional consulting svcs, project management, supervision	\$189
Consultant 2	Professional consulting svcs, project management, supervision	\$198
Consultant 3	Professional consulting svcs, project management, supervision	\$215
Consultant 4	Professional consulting svcs, project management, supervision	\$236
Senior Consultant 1	Professional consulting svcs, project management, supervision	\$256
Senior Consultant 2	Professional consulting svcs, project management, supervision	\$274
Senior Consultant 3	Professional consulting svcs, project management, supervision	\$289
Senior Consultant 4	Professional consulting svcs, project management, supervision	\$298

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

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

REIMBURSABLE EXPENSES

Sub-Consultant: Jensen Hughes, Inc.

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

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

## CONSULTANT TEAM MEMBERS

Prime Consultant: \_\_\_\_\_

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.

### Walker Consultants

Title/Classification	Responsibilities	Rate/Hr.
Senior Vice President	QA/QC Contracting	320
Vice President	QA/QC Contracting/Technical Guidance	300
Principal/Director	QA/QC Contracting/Technical Guidance	280
Senior Project Manager	Technical, client and staff coordination	260
Senior Consultant	Technical	260
Project Manager/Consultant	Technical, client and staff coordination	225
Sr. Engr/Sr. Arch	Technical, QA/QC	220
Project Engineer	Technical	205
Engineer/ Architect	Technical	195
Analyst/Planner/Specialist	Technical	185
Designer	Technical / Production	190
Senior Technician	Technical/Production	155
Sr. Admin Asst/Bus. Mgr	Administration / Production	130
Admin Asst	Administration / Production	110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **3.75.**

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

REIMBURSABLE EXPENSES

N/A for Walker Consultants

Prime Consultant: \_\_\_\_\_

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultant.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

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

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: TERPconsulting

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	Oversees the project, reviews for technical accuracy.	\$200
Senior Engineer	Provides fire protection engineering and code consulting.	\$185
Senior Consultant	Provides fire protection engineering and code consulting.	\$175
Senior Technician	Assists team with FPE and Code Consulting.	\$155
Engineer	Assists Sr. Engineer with FPE and Code Consulting.	\$145
Consultant	Assists team with FPE and Code Consulting.	\$135
CAD Operator	Prepares technical drawings to project specs.	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.75.

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

**REIMBURSABLE EXPENSES**Sub-Consultant: TERPconsulting

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

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

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

CONSULTANT TEAM MEMBERS

Prime Consultant: LB Pie, LLC (performing Building Envelope services under the Lerch Bates brand)

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.
Director	Internal project management and review, budget oversight	\$257.00
Project Manager	On-site assessment services, reporting, report review, budget tracking – Design consultation and quality assurance	\$210.00
Specialist	On-site assessment services and reporting	\$188.00
Administrator	Internal report review, project coordination, contract admin	\$123.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0.

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

REIMBURSABLE EXPENSES



Prime Consultant: LB Pie, LLC (performing building envelope services under the Lerch Bates brand)

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultant.

The Consultant will be required to submit a complete list of pricing reimbursable items.

**Actual Costs**

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

***\*Lerch Bates' proposed fees include all reimbursable expenses.***

CONSULTANT TEAM MEMBERS

Prime Consultant: Studio SC

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.
Design Director	Design/Management	\$165/hr
Project Director	Primary client contact/Management	\$165/hr
Project Manager	Coordination, oversight, delegation	\$165/hr
Senior Designer	Concepts, Design, Production	\$165/hr
Designer	Design development and detailing	\$165/hr

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

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

REIMBURSABLE EXPENSES

Prime Consultant: Studio SC

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

- 1. Actual cost of reproduction of drawings and specifications requested by the City.
- 2. Travel/transportation costs shall not be reimbursable by the City for Prime Consultant.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

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



# EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

3/28/2023

DATE (MM/DD/YYYY)

12/19/2022

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>
	<b>FAX</b> (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>NAIC #</b>
	<b>INSURER A:</b> The Cincinnati Insurance Company 10677
	<b>INSURER B:</b> Continental Casualty Company 20443
	<b>INSURER C:</b>  
	<b>INSURER D:</b>  
	<b>INSURER E:</b>  
	<b>INSURER F:</b>  

**COVERAGES** **CERTIFICATE NUMBER:** 19203532 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECO0633020	12/1/2022	12/1/2024	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 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0672169	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ECO0633020	12/1/2022	12/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	EWC0560093	12/1/2022	12/1/2023	<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
B	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591918272	3/28/2022	3/28/2023	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

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

RE: PROJECT NAME: LORETTO THEATER CAMPUS PROJECT. UPON AWARD OF CONTRACT, CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. UPON AWARD OF CONTRACT, WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION****19203532**
 CITY AND COUNTY OF DENVER  
 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
 DENVER CO 80236

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