

## DESIGN SERVICES AGREEMENT

**THIS AGREEMENT** is entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **PERKINS & WILL, INC.** (the "Design Consultant"), a Delaware Corporation authorized to conduct business in the State of Colorado, with an address of 475 Lincoln Street, Suite 100, Denver, Colorado 80203.

### **SECTION 1 – ENGAGEMENT**

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

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

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

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

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

**2.01 General.** The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's basic services shall consist of all of those services described in this Agreement and in **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 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 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, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

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

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

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

- (a) The key professional personnel identified in **Exhibit 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 project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Director in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design

Consultant and give the Design Consultant the time which the Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Director's notice.

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

## **2.06 Basic Services – General.**

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.

- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

**2.07 Basic Services - Phase Specific.** 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 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 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (f) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

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

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **24%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 100%.
- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:
  - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
  - (2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease

in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

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

**Section 3 – Compensation, Payment, And Funding.** 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 **SIX HUNDRED THIRTY-SEVEN THOUSAND EIGHTY-NINE DOLLARS AND ZERO CENTS (\$637,089.00)**, 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 **ELEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$11,300.00)**, 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.

**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 **SIX HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND ZERO CENTS (\$648,389.00)** (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 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 the this Agreement, and amounts which remain available for payment to the Design Consultant.

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

### **4.01 Term.**

The Agreement will commence on July 1, 2019 and expire June 30, 2022, unless sooner terminated, or unless final completion of the Project occurs prior to the expiration date. The Project Manager may authorize work to continue after expiration if Design Consultant has not completed the required scope of work under this Agreement. In such case the City is not obligated to pay additional compensation in excess of the Maximum Contract Amount unless otherwise agreed upon by duly executed amendment to this Agreement or duly executed separate agreement.

### **4.02 Termination.**

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Director.



- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

## **SECTION 5 – GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

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

**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 attachment, which is incorporated herein and made a part hereof by reference:

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

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

Sections 1 through 5  
Exhibit A  
Exhibit B  
Exhibit C

**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 Illegal Aliens to Perform Work Under the Agreement.**

- (a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- (b) The Design Consultant certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Design Consultant also agrees and represents that:
  - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant that fails to certify to the Design Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Design Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant and the City within three (3) days. The Design Consultant will also then terminate such subconsultant if within three (3) days after such notice the subconsultant does not stop employing or

contracting with the illegal alien, unless during such three-day period the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

The Design Consultant is liable for any violations as provided in the Certification Ordinance. If Design Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Design 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 Design Consultant from submitting bids or proposals for future contracts with the City.

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

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

**5.22 Survival of Certain Contract Provisions.** The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

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

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

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

to the City:

Executive Director of Public Works



201 West Colfax Avenue, Dept. 601  
Denver, Colorado 80202

to the Design Consultant:

Perkins + Will  
475 Lincoln St. Suite 100  
Denver, Colorado 80203

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

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

**5.27 Agreement as Complete Integration-Amendments.** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

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

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**Contract Control Number:** PWADM-201950352-00  
**Contractor Name:** PERKINS & WILL, INC.

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

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

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

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

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

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

PWADM-201950352-00  
PERKINS & WILL, INC.

By:  8F998A9004F84B4...

Holly Jeannelle  
Name: \_\_\_\_\_  
(please print)  
Holly Jeannelle  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A

### CONGRESS PARK POOL RENOVATION SCHEDULE 1 SCOPE OF WORK

#### General Meetings

- Conduct bi-weekly meetings with City Staff with meeting minutes published by Perkins+Will within (5) five business days following each meeting.
- Lead public meetings during the Design, number and format described below.
- Meet with City review agencies, including Planning and Zoning, development review, Building department, Fire Department and Public Works, to review design progress
- Bi-weekly meetings with the architect and consulting engineers for project coordination and quality control
- Provide a minimum of 2-week period for owner review of drawings at each design phase, and conduct follow up meeting to discuss concepts.

#### PROGRAM VERIFICATION, CONCEPT DESIGN AND PUBLIC OUTREACH

##### Public Participation Plan

- Conduct up to (3) public meetings with the purpose of gathering program and activity feedback from residents, and to present the development of the design through the process (specific timing within the schedule established with the project planning committee).
- Prepare and provide materials for the public meetings.
- Conduct focus group meetings with interest groups and stakeholders; up to eight (8) meetings included in the base scope,
- Prepare summary documents and present findings to the project planning committee for each of the public meetings and focus group meetings

##### Program Development

- Evaluate the feasibility study and program plan and compare to survey and community meeting input.
- Meet with the project planning team, present findings, and develop program of spaces.
- Develop concepts for the building components and connection to the existing building.
- Create building concept floor plans diagrams
- Generate preliminary site and building renderings for internal review and public meetings.
- Conduct initial sustainable design goalsetting meeting.
- Lead aquatic focused programming and design charrette.
- Prepare preliminary Basis of Design Report (BODR) describing details of design not provided in drawings. This should include information on concept design from each design discipline required to complete the project.

##### Site Analysis and Preliminary Concepts

- Conduct a site analysis of the subject property and develop a conditional assessment.
  - Information gathering, and on-site review of the property and existing buildings.
  - Review of project record drawings provided by the City.
  - Identify any site conditions relevant to the proposed expansion area.
- Develop preliminary site test-fits of program elements, expansion options, and site utilities analysis. A concept design of building and site will be developed which includes initial program and budget elements.
- Evaluate the parking demand impacted by the building expansion, and the potential for increasing capacity of the existing parking lot. Traffic and parking consultation and report is not included in the base scope of work.

## EXHIBIT A

### SCHEMATIC DESIGN

#### Architectural Services

- Architectural Plans, elevations, and building sections showing components reflecting the established program and support building systems.
- All design and production drawings will be produced in Revit Building Information Modeling (BIM format).
- Exterior renderings of the proposed design in computer Illustrative format, up to (3) exterior views, one of which will be an aerial view.
- Interior renderings of the proposed design in computer Illustrative format, up to (1) interior view.
- Preliminary documents necessary for site pre- application including exterior elevations and footprint.
- Meet and document preliminary review of project with City Building Department and Denver Fire Department.
- A Basis of Design Report (BODR) describing details of design not provided in drawings such as the following:
  - Comparison of design area to program area
  - Building Code review
  - Outline Specifications of materials, systems and equipment
  - Fixture, Furnishings and Equipment Draft List
- Conduct Quality Control documentation and verification
- Conduct preliminary LEED meeting to discuss goals and preliminary LEED checklist
- Schematic design cost estimate by Dave Hoffman Consulting.
- Provide geotechnical boring locations for soils investigation, contracted by Owner.

#### Landscape

- Meeting with City staff to determine the limits of work and project area, confirm the level of documentation needed, and establish a preliminary schedule.
- Develop conceptual site design based on the building location scenario developed by the architect.
- Illustrate schematic site grading and drainage concepts for all areas outside the building(s) including land contouring, landscape berms, swales, walls, and drainage in hardscape areas.
- Prepare a lighting design strategy and develop a schematic landscape lighting scheme for all major landscape areas on the property.
- Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.
- Attend up to (3) three meetings with the Client and/or other consultants.

#### Site Design Civil

- Prepare schematic grading plans.
- Generate schematic site utility plans and calculations
- Coordinate with schematic Landscape plan and concept sketches

#### Structural Design

- Outline preliminary design criteria, code information, and basic systems description.
- Prepare conceptual foundation design with system description based on findings in geotechnical investigation.
- Generate preliminary floor and roof framing plans.

#### Mechanical, Plumbing and

- Provide HVAC and Plumbing system narrative stipulating design criteria, controls, calculations and system explanation coordinated to 5' outside of building perimeter

## EXHIBIT A

- Prepare base mechanical and plumbing design to include anticipated LEED gold design measures required. Design calculations and submittal requirements for LEED certification will be an add service, stipulated in the detailed fee breakdown.
- Calculations of plumbing fixture service requirements for domestic water and sewer.
- HVAC and Plumbing system plan diagrams and equipment locations

### Electrical Design

- Compile electrical narrative stipulating design criteria, calculations, and system explanation.
- Generate electrical system plan diagrams and one-line schematics.
- Recommend preliminary lighting plan and fixture types.
- Prepare descriptive narrative of low voltage systems including Information technology (IT), Audio/Video (A/V), and security.

### Energy modeling – Ambient Energy

- Meet with Client to determine goals, inputs, and strategies.
- Issue an energy model summary memo documenting goals, inputs, and strategies.
- Model the initial proposed design.
- Model Baseline Building per ASHRAE 90.1-2010 per LEED-NC version 4.
- Model up to (3) three design options for architectural, mechanical, electrical, or renewable energy systems.
- Prepare Energy Report via softcopy summarizing options and LEED performance.
- Meet with the Client to review the Energy Report.
- Use Energy Report to document the LEED-NV version 4 Optimize Energy Performance requirement to “analyze energy efficiency measures during the design process and account for the result in decision making.”

### Aquatic Design

- Coordinate pool design meeting to identify design concepts and features.
- Develop swimming pool program.
- Prepare swimming pool schematic plans and description of pool features.
- Compile preliminary estimate of probable cost for pool and pool mechanical features.

### Accessibility

- Meet with Project Team and client to establish goals
- Review the City's accessibility issues report for the existing facility and propose recommended solutions/actions.
- Review Design Team solutions for addressing/remediating existing issues that fall within the project's area of influence.

### SD Level Cost Estimate – Dave Hoffman Consulting

- Prepare a schematic design level cost estimate of the site and building.
- Design team and consultants will review and provide feedback to the cost estimate draft.
- Issue a revised version of the estimate incorporating the design team feedback

## DESIGN DEVELOPMENT

### Architectural Services

- Architectural Drawings include:
  - Floor plans, roof plan
  - Exterior elevations and building sections
  - Interior elevations
  - Enlarged plans

## EXHIBIT A

- Typical wall sections
- Partition types
- Ceiling plans and details
- Preliminary Door, window, and hardware schedules
- Preliminary building details
- Provide updates to exterior renderings depicting any changes to the design.
- Provide updates to interior renderings depicting any changes to the design.
- Prepare site approval submittal package.
- Meet and document review of project with City Building Department and local Fire Department.
- Prepare and submit initial site plan application to City of Denver Zoning.
- Update Code Analysis.
- Review Quality Control documentation and verification.
- Track accepted LEED design measures and document systems.
- Conduct interior design workshop; present material, color, and finish selections; and incorporate decisions into the design documents. Includes interior and exterior graphics concepts.
- Discuss process for selection and purchase of public art.
  - Participation in the public selection process is not included in base of scope of services.
- Update furnishings, fixtures, and equipment schedule. Select fitness equipment, office furnishings, building furniture, and other major purchases.
- Write CSI technical specifications.

### Site Design Civil

- Update civil grading plans with cut/fill calculations.
- Develop drainage design and plan.
- Outline a BMP plan.
- Create site utility plans and calculations.
- Coordinate civil utility details.
- Civil Engineer will provide preliminary sizing criteria for onsite BMPs that will be required for the project.
- Civil Engineer will consult with local utility companies to determine utility connection requirements for water and sewer connections.
- Prepare final submittal to Denver Zoning for site plan approval.

### Site Design Landscape

- Develop tree removal and protection plans illustrating existing trees and other plant materials to be protected during the construction and identify the quantity of existing trees to be removed.
- Prepare a plan that illustrates site improvements for areas outside the building (excluding parking and roads). This will include paving, pathways, outdoor gathering areas, planting areas, and site furnishings.
- Develop site grading and drainage for all areas outside the building footprint including contouring, retaining structures, swales, flow lines, and drainage devices. Indicate alignments, elevations, dimensions, materials, and details for retaining or freestanding walls, steps, ramps, etc. Ensure that the grade transition between architectural floor elevations and exterior elevations is compatible.
- Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations, and sizes of major planting features.

### Traffic Engineering – (Optional service, not included in base scope and fee)

- Review plans and existing conditions.
- Evaluate Trip generation, distribution, and assignment
- Assess shared parking and recommended parking count.

## EXHIBIT A

### Structural Design

- Review Geotechnical Report and recommendations and incorporate into the foundation design.
- Describe preliminary design criteria, code information, and basic systems.
- Recommend conceptual foundation design system based on findings in geotechnical investigation.
- Provide preliminary floor and roof framing plans.
- Compose full CSI specifications for steel, concrete, and structural masonry design.

### Mechanical and Plumbing

- Produce HVAC and Plumbing system design criteria and mechanical equipment schedules.
- Generate HVAC and Plumbing system plans depicting equipment locations, duct size and routing, and devices.
- Run energy usage calculations.
- Coordinate Mechanical and plumbing details.
- Provide fire sprinkler performance design specification, including equipment selection, required details, and specification. Final design, calculation, and code submittal are the responsibility of the successful fire protection contractor.
- Full mechanical, plumbing specifications
- Coordinate LEED mechanical and plumbing design with energy model. Provide system recommendations for calculations to be used in life-cycle cost analysis and energy efficiency measures.

### Electrical Design

- Explain electrical design criteria, calculations, and system through narrative.
- Create electrical system power plans for all levels.
- Lighting design with fixture locations and specifications cut sheets.
- Plans of low voltage systems including Information technology (IT), Communications, Audio/Video (A/V) and security devices and systems.
- Provide full electrical specifications.
- Design the building emergency generator system; include load calculations, equipment, and details.
- Recommend LEED energy design for power, lighting, and controls.

### Aquatic Design

- Provide renditions of Pool Plan and feature drawings.
- Determine Pool cross-sections, gutter, and rail details.
- Plan Pool equipment room with filters, pumps, chemical controllers, and other pool equipment.
- Provide coordination drawings, including equipment room sizing, water, sewer, gas and electrical requirements, and points of connection.
- Pool CSI specifications.
- Update pool estimate of probable cost.
- Pool Consultant assumes four (4) client meetings during the design phase.

### Accessibility

- Participate in coordination reviews and help identify areas to be addressed.

### Design Development Level Cost Estimate – Dave Hoffman Consulting

- Prepare a detailed level cost estimate of the site and building from Design Development drawings and specifications.
- Design team and consultants will review and provide feedback to the cost estimate draft.
- Issue a revised version of the estimate incorporating the feedback.

### CONSTRUCTION DOCUMENTS (BID DOCUMENTS)



## EXHIBIT A

### Architectural Services

- All drawings prepared in the Design Development phase are finalized.
- Finalize site approval, respond to planning comments, and approved site.
- Incorporate all comments from review of project with City Building Department and Fire Department.
- Issue final Code Plans and Analysis.
- Allocate time for Quality Control documentation and verification.
- Finalize LEED tracking of accepted design measures and documentation of systems.
- Finalize interior design selection of materials, colors, and other products.
- Finalize furnishings, fixtures, and equipment schedule. Select fitness equipment, office furnishings, building furniture, and other major purchases.
- Finalize CSI technical specifications.
- Issue drawings to the building department for building permit.
- Issue all Contract Documents (drawings and specifications) for Bidding.

### Site Design Civil

- Horizontal Control Plan: Inserted after site plan sheets depicting line and curve information for all alignments and civil surface improvements.
- Final Civil grading plans with cut/fill calculations and drainage design
- Final Site utility plans and calculations, horizontal control
- Final Civil utility and site construction details
- Water and Sewer System Analysis Reports by Civil Engineer. The purpose of these reports is to ensure that the existing water and sewer systems have sufficient capacity to meet the service required by the new addition.
- Two copies of the above letters, stamped and signed by a Colorado licensed civil engineer, will be provided for submittal to the City of Denver

### Site Design Landscape

- Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
- Tree Protection Plan
- Layout (Horizontal Control) Plan locating vehicular and pedestrian pavements, landscape walls, site furnishings, and other site elements.
- Materials Plan showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
- Grading and Drainage Plan indicating vertical control and drainage for the site.
- Planting Plans showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
- Irrigation Plans showing identification, location, and sizing of irrigation systems and their component parts
- Site lighting Plans showing type, location. Mounting details for landscape site lighting fixtures and circuitry to be provided by site electrical engineer.
- Details and reference sections of the above-described landscape materials with information required for construction, installation, and finishing of landscape components of the project.
- Assist in developing the Construction Document level opinion of probable construction cost, and participate in value engineering efforts if required.
- Technical specifications in standard CSI format.

### Structural Engineering

- Finalize all structural design
- Final foundation design plan and details

## EXHIBIT A

- Final floor and roof framing plans and details.
- Building lateral design including braced frames, structural stud design.
- Final building calculation for code submittal
- Full CSI specifications for steel, concrete and structural masonry design.
- Concrete mix design criteria
- Review specification testing requirements

### **Mechanical and Plumbing Engineering**

- HVAC and Plumbing system design criteria and mechanical equipment schedules.
- HVAC and Plumbing system plans depicting equipment locations, duct size and routing, and devices.
- Energy usage calculations
- Mechanical and plumbing details.
- Fire sprinkler performance design specification
- Pool heater and boiler final drawings and pool coordination.
- LEED design updates, calculations and system design coordination with the energy model.

### **Electrical Engineering**

- Finalize all electrical design
- Electrical system power plans for all levels, one-line diagrams, system schedules
- Site lighting design including layout, controls, fixture specifications and photometric analysis
- Final Lighting design with fixture locations and specifications cut sheets.
- Final Plans of low voltage systems including Information technology (IT), Communications, Audio/Video (A/V) and security devices and systems
- Electrical system Com Check for code approval
- Final electrical specifications

### **Energy Modeling**

- Model the proposed building per 1005 Construction Documents
- Model Baseline Building per ASHRAE 90.1-2010 per LEED-NC version 4
- Submit LEED-online Optimize Energy Performance and Renewable Energy Credits.
- Revise model per GBCI review comments.

### **Commissioning**

- Coordinate with City-hired Commissioning Agent to ensure documents are in compliance with LEED 4.0 Gold Standards.

### **Aquatic Design**

- Final Pool Plan and feature drawings and details
- Final Pool cross-sections and gutter and rail details.
- Final Pool equipment room layout of filters, pumps, chemical controllers, and other pool equipment
- Pool piping plan, equipment piping plan
- Final Pool structural drawings including surge tank structural design, details & calculations.
- Final Pool CSI specifications

### **Accessibility**

- Final review of Construction Documents at the 50% level for compliance with ADA.
- Review hardware specifications and other relevant information provided in the specification as it relates to compliance with ADA.

## EXHIBIT A

### Final Cost Estimate at 50% Construction Documents

- Prepare a detailed level cost estimate of the site and building. From 50% Construction Documents
- Design team and consultants will review and provide feedback to the cost estimate draft.
- Issue a revised version of the estimate incorporating the feedback and make necessary adjustments to the drawings to align with cost estimate prior to bidding.

### CONSTRUCTION ADMINISTRATION SERVICES

- Digital drawing and model files will be provided to the selected Contractor and subcontractors for use in preparing shop drawing submittals
- Review Contractor Schedule of Values
- Review and comment on Contractors Critical path Schedule
- Review and Approve all construction shop drawing submittals in a timely manner within the duration stipulated in the Contract for Design Services, typically 10 business days.
- Respond to Contractor Requests for Information (RFIs) in a timely manner within the duration stipulated in the Contract for Design Services.
- Issue Bulletins for supplemental information or construction change directives for necessary modifications to the contract documents (drawings and specifications)
- Conduct regular on-site observation for consistency with the intent of the Contract Documents and issuance of field reports to document the findings.
- Issuance of a letter of substantial completion
- Punch-list job walk to identify repairs and quality control necessary for final sign-off of the work, in compliance with the contract documents. Pre-punch walks are acceptable to the Architect in an effort to mitigate later repairs, particularly for systems that may be covered, or may be difficult to remedy once finishes are complete.
- **Prior to Substantial Completion, Meeting the Challenge (Accessibility) will conduct an on-site field observation walk, measuring all elements covered by the 2010 American's With Disabilities Act Standards for Accessible Design for compliance. All finding will be provided in a punch-list.**
- 11 Month warranty walk to identify items that need remedied under the implied 1 year warranty by the Contractor.

### LEED CERTIFICATION DOCUMENTATION AND SUBMITTAL PREPARATION

- Register the project with the USGBC, fill out registration.
  - **City of Denver is responsible for registration and submittal fees.**
- Provide engineering calculations and required calculation forms.
- Prepare the submittal binders containing calculations, drawings, and descriptions chapter for each point sought for Gold level certification
- Coordinate LEED tracking items related to work provided by the contractor including material data sheets, recycled material tracking, material source certifications.

## EXHIBIT A

### SCHEDULE 2 ADDITIONAL AND EXCLUDED SERVICES

#### Services specifically excluded from our services

- Zoning variance procedures.
- Geotechnical soils investigation.
- Survey and abatement of hazardous materials of any existing structures on subject properties.
- Wetlands permitting, environmental studies and floodplain studies
- Brownfield site analysis, testing or mitigation
- Land Survey
- Design of public utilities beyond the boundaries of the subject property
- Special inspection, and review of contractor's means and methods
- Creating As-Built Drawings of existing conditions through field measurements & observation.
- Commissioning.
- Public Art Selection.
- Printing and distribution of drawing and specification sets are excluded.

## FEE PROPOSAL - BASELINE

**Project:** *Congress Park*

**Prime Consultant:** Perkins+Will, Inc.

**Instructions:**

- 1) Please input the Prime Consultant firm's name in the space above the worksheet. The firm's name will auto populate on the first line of the tabulation form.
- 2) Proposing firms are to include all subconsultants on this sheet. Any item left blank should be noted in a manner that shows it was intentionally not included (for example, N/A)
- 3) "Consultant Name" - please provide the name of the firm that will be providing the designated service or covering the specific scope.
- 4) "Fee" - please provide the fee that is associated with the project phase identified in the respective column for that specific firm.
- 5) "Percentage" - percentages will auto populate based upon the inserted fee. Each Consultant's Percentage of Total Fee will be calculated by dividing their respective fee by the Grand Total Fee; the cumulative percentage should add up to 100% of the Grand Total Fee.
- 6) "M/WBE" - please indicate whether the team member firm is a M/WBE by indicating "Y" or "N" in that column. The M/WBE percentage will auto transfer and the cumulative percentage for the entire team (in the "Totals" row) will auto sum.
- 7) "Fee Notes/ Clarifications" - please provide any necessary explanation of the information provided in the lines above in order to clarify your fee and any assumptions made in its generation.

## EXHIBIT A

## ATTACHMENT 2

## CONSULTANT TEAM MEMBERS

**PRIME CONSULTANT:** Perkins+Will

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	Overall team and Design Lead	\$300
Sr. Project Manager	Schedule and Consultant Coordination	\$190
Technical Coordinator	Coordination of drawings and Construction Administration	\$125
Design 1	Interior Design	\$90

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

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.

## EXHIBIT A

**REIMBURSABLE EXPENSES**

Prime Consultant: Perkins+Will

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 for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

**Actual Costs****Item****Charge Rate**

Copies (8 1/2 x 11")

\$ .10 / each

Copies (8 1/2 x 14")

\$ .15 / each

Red-line copies

\$ .25 / S.F.

Reproducibles

\$ market ratepage

Firm Name: **MUNDUS BISHOP DESIGN, INC.**

[illegible]

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.



## EXHIBIT A

**REIMBURSABLE EXPENSES**Consultant: **MUNDUS BISHOP DESIGN, INC.**

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")	\$ 0.25 / each
Copies (8 1/2 x 14")	\$ 0.50 / each
Red-line copies	\$ 1.00 / S.F.
Reproducibles	\$ <u>0.50</u> / page

## CONSULTANT TEAM MEMBERS

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.

[illegible]

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

Firm Name: The Ballard Group, Inc.

[illegible]

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.

## EXHIBIT A

**REIMBURSABLE EXPENSES**Consultant: The Ballard Group, Inc.

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") Black/White	\$ 0.05 / each
Copies (8 1/2 x 14") Black/White	\$ 0.08 / each
Copies (11 x 17") Black/White	\$ 0.11 / each
Copies (8 1/2 x 11") Color	\$ 0.70 / each
Copies (8 1/2 x 14") Color	\$ 0.90 / each
Copies (11 x 17") Color	\$ 0.90 / each
Plot (18 x 24")	\$ 1.35 / each
Plot (24 x 36")	\$ 2.70 / each
Plot (30 x 42")	\$ <u>3.19</u> / each

## EXHIBIT A

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

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Manager	Design/Management	\$140.00
Structural Engineering Manager	Design/Management	\$140.00
Senior Project Engineer	Design	\$130.00
Staff Engineer	Design/Production	\$120.00
Sr. CAD Drafter	Drafting/Design	\$105.00
Drafter	Drafting	\$95.00

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

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

## EXHIBIT A

**REIMBURSABLE EXPENSES**Consultant: San Engineering, LLC

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****Item****Charge Rate**

Copies (8 1/2 x 11")

\$ 0.1 / each

Copies (8 1/2 x 14")

\$ 0.25 / each

Red-line copies

\$ 1.00 / S.F.

Reproducibles

\$ 5 / page

Firm Name: Innovative Electrical Systems, Inc

[illegible]

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

## EXHIBIT A

**REIMBURSABLE EXPENSES**Consultant: Innovative Electrical Systems, Inc.

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****Item****Charge Rate**

Copies (8 1/2 x 11")

\$ 0.10 / each

Copies (8 1/2 x 14")

\$ 0.20 / each

Red-line copies

\$ 0.30 / S.F.

Reproducibles

\$ 2.63 / page



## EXHIBIT A

**SUB-CONSULTANT TEAM MEMBERS**Firm Name: DFH Consulting, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Cost Estimator	Prepare Preliminary Construction Cost Estimates	\$120.00 / Hour

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.0.

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

## EXHIBIT A

**REIMBURSABLE EXPENSES**Consultant: DFH Consulting, LLC

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****Item****Charge Rate**

Copies (8 1/2 x 11")

\$ 0.30 / each

Copies (8 1/2 x 14")

\$ 0.32 / each

Red-line copies

\$ 1.00 / S.F.

Reproducibles

\$ N/A / page

## KEY INDIVIDUAL QUALIFICATIONS / Organizational Chart



# DENVER

## THE MILE HIGH CITY

### PERKINS+WILL

**Chris Kastelic, AIA, LEED AP®**  
Principal-In-Charge, Sustainability Designer

**Jamie Benallo**  
Job Captain/Technical Designer

**Lee Sterrett, AIA, LEED AP®**  
Project Manager

**Miranda Dooley**  
Interior Designer

### SUBCONSULTANTS

#### LANDSCAPE ARCHITECT

Mundus Bishop  
**W/MBE Certified**

Tina Bishop  
Landscape Architect Principal

Rachel Scarborough  
Senior Landscape Architect

#### AQUATIC DESIGNER

Counsillman Hunsaker

Doug Cook, PE, LEED AP  
Aquatic Design Principal

Connor Riley  
Aquatic Design Project Manager

#### MECHANICAL + PLUMBING ENGINEER

The Ballard Group

Peter Failla, PE, LEED AP  
Mechanical Principal

Tim Harris, LEED AP  
Plumbing Principal

#### STRUCTURAL + CIVIL ENGINEER

San Engineering  
**W/MBE Certified**

John Migliaccio, PE, LEED AP  
Structural Principal

Eduardo San, PE  
Civil Principal

#### ELECTRICAL ENGINEER

Innovative Electrical Systems

Les Yingling  
Electrical Project Principal

Kevin Yingling, PE, LEED AP  
Electrical Project Manager

#### COST ESTIMATOR

DFH Consulting

Dave Hoffman  
Cost Estimator

KEY INDIVIDUAL QUALIFICATIONS / Perkins+Will Resumes

CHRIS KASTELIC, AIA, LEED AP®

Principal-In-Charge, Sustainability Designer | Perkins+Will



Chris’ outstanding design and planning skills will be a valuable asset to the project team. He has spent his career working on a variety of recreation, athletic and event facility projects across the nation. Chris has been the recipient of numerous design awards for sport and recreation projects. He has been a part of many Denver metro area recreation studies and projects including the succesful Green Valley Ranch Recreation Center.

TIME COMMITMENT: 30%

Chris’ anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

EDUCATION

Bachelor of Architecture,  
University of Arizona, 1994

REGISTRATIONS

Registered Architect: Colorado

PROFESSIONAL AFFILIATIONS

American Institute of  
Architects

National Council of  
Architectural Registration  
Boards

LEED Accredited Professional

SPEAKING ENGAGEMENTS

Speaks annually at sport  
and recreation conferences  
including NIRSA, Athletic  
Business, NRPA and CPRA.

AWARDS & HONORS

AIA Denver Young Architect of  
the Year Award 2010

RELEVANT EXPERIENCE

City of Denver  
Green Valley Ranch Recreation  
Center  
Denver, Colorado

City of Westminster  
Swim + Fit Center  
Westminster, Colorado

City of Denver  
Central Park Recreation Center  
Denver, Colorado - **LEED GOLD**

City of Louisville  
Recreation Center Expansion  
& Memory Square Pool  
Improvements  
Louisville, Colorado

City of Commerce City  
Bison Ridge Recreation Center  
Commerce City, Colorado

City of Grand Junction  
Recreation Center Feasibility  
Study  
Grand Junction, Colorado

Estes Valley Recreation and  
Park District  
Community Recreation Center  
Study  
Estes Park, Colorado

Town of Johnstown  
Recreation Center  
Johnstown, Colorado

City of South Lake Tahoe  
Recreation Center  
South Lake Tahoe, California

City of Greeley  
Family Fun Plex  
Greeley, Colorado

City of Fruita  
Community Recreation Center &  
Feasibility Study  
Fruita, Colorado

Town of Parker  
Fieldhouse & Fitness Center  
Parker, Colorado

Town of Fort Lupton  
Recreation & Aquatic Center  
Addition  
Fort Lupton, Colorado

Town of Fraser  
Grand Park Recreation Center  
Fraser, Colorado

City of Williston  
Area Recreation Center  
Williston, North Dakota

Teton County  
Jackson Recreation Center  
Study  
Jackson Hole, Wyoming

City of Douglas  
Recreation Center Study  
Douglas, Wyoming

KEY INDIVIDUAL QUALIFICATIONS / Perkins+Will Resumes

LEE STERRETT, AIA, LEED AP®

Project Manager | Perkins+Will



Lee’s project experience and outstanding design skills will prove valuable to the project team. He understands the importance of interpreting and communicating the needs of the client and user groups into a successful facility. Lee’s experience as a project manager/project architect emphasizes strong communication and collaboration.

TIME COMMITMENT: 75%

Lee’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

EDUCATION

Bachelor of Architecture  
Kent State University, 1994

\*Awarded President’s  
Scholarship, 1989

REGISTRATIONS

Registered Architect: Colorado

PROFESSIONAL AFFILIATIONS

American Institute of  
Architects

National Council of  
Architectural Registration  
Boards

LEED Accredited Professional

RELEVANT EXPERIENCE

City of Denver  
Green Valley Ranch Recreation  
Center  
Denver, Colorado

City of Lakewood  
Charles Whitlock Recreation  
Center  
Lakewood, Colorado

Town of Windsor  
Community Recreation Center  
Windsor, Colorado

City of Greeley  
Family FunPlex  
Greeley, Colorado

Fort Lewis College  
Student Life Center  
Durango, Colorado

Brookdale Community College  
Collins Arena Renovation &  
Recreation Center  
Lincroft, New Jersey

City Allentown  
PPL Center at Allentown Arena  
& Block Projects  
Allentown, Pennsylvania

Erie County Convention Center  
Authority  
Erie Insurance Arena Renovation  
Erie, Pennsylvania

Cumberland County  
Civic Center Renovation  
Portland, Maine

True North Sports +  
Entertainment  
MTS Centre  
Winnipeg, Manitoba, Canada

Texas State University  
Event Center Expansion  
San Marcos, Texas

University of New Mexico  
Pit Arena Renovation  
Albuquerque, New Mexico

University of Oklahoma  
Lloyd Noble Center Renovation  
Norman, Oklahoma

University of Wyoming  
Arena-Auditorium Renovation  
Laramie, Wyoming

Hutchinson Community College  
Sports Arena Renovation  
Hutchinson, Kansas

University of Denver  
Magness Arena Renovation  
Denver, Colorado

University of Colorado Boulder  
Coors Event Center Renovation  
& Scoreboard  
Boulder, Colorado

KEY INDIVIDUAL QUALIFICATIONS / Perkins+Will Resumes



JAMIE BENALLO  
Job Captain/Technical Designer I Perkins+Will

**TIME COMMITMENT:** 100%

Jamie’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**  
Master of Architecture,  
CU Denver, 2011  
  
Bachelor of Environmental  
Design, CU Boulder, 2006

**RELEVANT EXPERIENCE**  
City of Commerce City  
Commerce City Recreation  
Center  
Commerce City, Colorado  
  
Town of Parker  
Recreation Center Expansion  
Parker, Colorado  
  
Highlands Ranch Community  
Association  
Eastridge Recreation Center  
Expansion  
Highlands Ranch, Colorado  
  
Town of Dillon  
Amphitheater Improvements  
Study  
Dillon, Colorado  
  
University of Mississippi  
Gillom Sports Center Renovation  
Oxford, Mississippi  
  
City of Allentown  
PPL Center and Mixed-Use  
Development  
Allentown, Pennsylvania



MIRANDA DOOLEY  
Interior Designer I Perkins+Will

**TIME COMMITMENT:** 25%

Miranda’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**  
B.S. in Interior Design, CIDA  
Accredited  
South Dakota State University,  
2016

**RELEVANT EXPERIENCE**  
City of Commerce City  
Bison Ridge Recreation Center  
Commerce City, Colorado  
  
Town of Breckenridge  
Recreation Center  
Renovation and Expansion  
Breckenridge, Colorado  
  
City of Louisville  
Recreation and Senior Center  
Renovation and Expansion  
Louisville, Colorado  
  
Town of Sheridan  
YMCA  
Sheridan, Wyoming  
  
Town of Dillon  
Amphitheater Renovation  
Dillon, Colorado  
  
City of Merriam  
Recreation Center  
Shawnee Mission, Kansas  
  
Rutgers University  
Athletic Facility  
New Brunswick, New Jersey

KEY INDIVIDUAL QUALIFICATIONS / Sub Consultant Resumes



**TINA BISHOP**  
Principal, Landscape Architect | Mundus Bishop

Tina Bishop, a landscape architect with more than 30 years of experience, brings extensive experience in urban park design and historic preservation. She is recognized nationally as an expert in creative place-making, thoughtful rehabilitation of significant historic places, and creation of engaging urban spaces.

**TIME COMMITMENT:** 10%

Tina’s anticipated work load during the contractual period of this project will allow her to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**  
Master of Landscape Architecture, University of Colorado  
  
B.S.in Landscape Architecture, Colorado State University

<b>RELEVANT EXPERIENCE</b>	
Auraria Library, Auraria Campus Denver, CO	Chautauqua Park National Historic Landmark Boulder, CO
Babi Yar Park Denver, CO	Cheesman Park Denver, CO
Boulder Parks Rehabilitation Boulder, CO	City Park Aurora, CO
CASE Building Boulder, CO	City Park Master Plan Update Denver, CO
Center For The Arts and Town Park Crested Butte, CO	CU Visual Arts Complex Boulder, CO



**RACHEL SCARBOROUGH**  
Senior Landscape Architect | Mundus Bishop

Rachel is an award-winning landscape architect with more than 15 years experience. Her expertise in urban design, urban planning, and site design has created many engaging and memorable places in the region and nationally. She has led design for many largescale urban projects including educational campuses, government complexes, and mixed-use town center sites.

**TIME COMMITMENT:** 20%

Rachel’s anticipated work load during the contractual period of this project will allow her to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**  
Master of Landscape Architecture,  
University of Colorado Denver  
  
B.A. in Art History,  
University of Vermont

<b>RELEVANT EXPERIENCE</b>	
Aspen Pedestrian Mall Aspen, CO	City Park Master Plan Denver, CO
Babi Yar Park Denver, CO	Colorado School of Mines Golden, CO
Boulder Parks Rehabilitation Boulder, CO	Denver Art Museum Campus Denver, CO
Center For The Arts and Town Park Crested Butte, CO	Denver Botanic Gardens Campus and Welcome Center Denver, CO
Chautauqua Park Boulder, CO	Denver Central Library Acoma Plaza Denver, CO



KEY INDIVIDUAL QUALIFICATIONS / Sub Consultant Resumes



DOUG COOK, P.E. LEED AP

Aquatic Design Principal | Counsilman Hunsaker

Doug Cook is responsible for managing and monitoring the performance of the firm, thus leading multiple studios within the Counsilman-Hunsaker team that design, engineer, and operate aquatic facilities across the country and abroad. Doug’s most prominent project experience is in K-12, Higher Education, and municipal recreation aquatic facilities.

TIME COMMITMENT: 10%

Doug’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

EDUCATION

MBA, St. Louis University, 1998  
B.S. in Civil Engineering,  
University of Iowa, 1994

RELEVANT EXPERIENCE

Arizona State University  
Tempe, AZ

Cheyenne Mountain High School  
Colorado Springs, CO

Clinton High School  
Clinton, IA

Colorado Mesa University  
Mesa, CO

Colorado School of Mines  
Golden, CO

Colorado State University  
Fort Collins, CO

Fruita Recreation Center  
Fruita, CO

Grinnell College  
Grinnell, IA

Heritage Park Aquatic Center  
Henderson, NV

Iowa State University  
Ames, IA

Ketchikan Aquatic Center  
Ketchikan, AK



CONNOR RILEY

Aquatic Design Project Manager | Counsilman Hunsaker

Connor Riley is an experienced aquatic designer who prides himself with practical, cost effective and efficient design solutions. He possesses a wealth of experience in designing aquatic facilities to serve a variety of user groups for municipalities, universities, YMCAs, school districts, and hospitality establishments.

TIME COMMITMENT: 25%

Connor’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

EDUCATION

B.S. in Mechanical Engineering,  
Colorado School of Mines, 2014

RELEVANT EXPERIENCE

Ames High School - IA

Artesia Aquatic Center - NM

Brigham Young University - ID

Butte Silver Bow Pool - MT

Commerce City Recreation  
Center - CO

Frasier Meadows Senior Center  
- CO

George Washington High School  
- CO

Gordon Van Tine Lofts - IA

Great Outdoors Waterpark - CO

Hempstead School - IA

Horace Mann Park - SD

Jicarilla Apache Nation - NM

Kelly Walsh High School - WY

Kuehn Park - SD

Marriott Pools (audit) - AL

Maverick Hotel - CO



KEY INDIVIDUAL QUALIFICATIONS / Sub Consultant Resumes



**TIME COMMITMENT:** 25%

Peter’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**

B.S. in Mechanical Engineering, Colorado School of Mines, 2003

**PETER W. FAILLA, P.E., LEED® AP**

Principal I The Ballard Group, Inc.

Peter Failla serves as Principal-In-Charge of Mechanical Engineering, Project Manager & Lead HVAC Engineer. He has been with The Ballard Group, Inc. since 2006 and has 15 years of engineering experience. Peter is a licensed Professional Engineer and a LEED Accredited Professional.

**RELEVANT EXPERIENCE**

Carla Madison Recreation Center Denver, Colorado	Apex Secrest Recreation Center, Renovation Arvada, Colorado
Indian Peaks Golf Course Clubhouse Lafayette, Colorado	Apex Park & Recreation, Tennis Arvada, Colorado
Parker Tennis Parker, Colorado	Breckenridge Recreation Center & Tennis, Assessment & Renovation Breckenridge, Colorado
Trail Winds Recreation Center Thornton, Colorado	Apex Park & Recreation District, Splash Pad Arvada, Colorado
Apex Fitzmorris Park & Pool Renovation Arvada, Colorado	



**TIME COMMITMENT:** 15%

Tim’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**

B.S. in Construction Technology, University of South Dakota, Springfield, 1981

**TIMOTHY R. HARRIS, LEED® AP**

Vice-President I The Ballard Group, Inc.

Tim Harris serves as Principal-In-Charge of Plumbing, Fire Protection and Medical Gas Engineering. Tim has been with The Ballard Group, Inc. since 1981 and has a total of 37 years of engineering experience. He is Certified in Plumbing Design by ASPE and is a LEED® Accredited Professional.

**RELEVANT EXPERIENCE**

Apex Secrest Recreation Center, Renovation Arvada, Colorado	Ken Caryl Ranch Metropolitan District, Renovations to Dakota Lodge Littleton, Colorado
Apex Park & Recreation, Tennis Arvada, Colorado	Buffalo Ridge Recreation Center Commerce City, Colorado
Northridge Recreation Center, Renovation Highlands Ranch, Colorado	Aurora Central Recreation Center Aurora, Colorado
Montrose Community Recreation Center & Indoor Turf Field House, Phase I & II Montrose, Colorado	South Suburban Parks & Recreation, Woodland Aquatic Center Woodland Park, Colorado

KEY INDIVIDUAL QUALIFICATIONS / Sub Consultant Resumes



**JOHN MIGLIACCIO, PE, LEED AP**  
Principal, Structural Engineering Manager I  
San Engineering LLC

John is a design structural engineer and project manager who has performed structural design of buildings, bridges, water and wastewater treatment facilities, steel-framed towers, and retaining walls. He is proficient in modeling, analysis, and design of various structural systems. On his past projects, John has interfaced and closely coordinated with many state and municipal government agencies including the City of Denver.

**TIME COMMITMENT:** 20%

John’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**  
M.S. in Civil Engineering  
University of Colorado, 1998  
B.S. in Civil Engineering  
Univ. of Colorado, 1996

- RELEVANT EXPERIENCE**  
Denver Union Station Public Realm Structural Engineering  
Denver, Colorado  
Denver International Airport  
Denver, Colorado  
Center of Disease Control Facility Modifications  
Fort Collins, CO
- Isis Theatre Renovation  
Aspen, Colorado  
Cooling Tower Sump Separation Project  
Denver International Airport  
Maaco Building  
Denver, Colorado



**EDUARDO SAN, PE**  
Civil Engineering Manager I San Engineering LLC

Eduardo has served a range of public and private clients across the Front Range and the western United States. These clients include City and County of Denver, Denver Public Schools, and Commerce City to name a few. His experience in the site development field have broadened his capabilities in grading of playgrounds, parking lot design, drainage, sanitary sewer design, storm sewer design, and water-line design. Eduardo is highly skilled in AutoCAD, Civil3D and Microstation.

**TIME COMMITMENT:** 35%

Eduardo’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**  
B.S. in Civil Engineering,  
Montana State University, 1998

- RELEVANT EXPERIENCE**  
Barnum Park Splash Pads  
Denver, Colorado  
Benedict Park, Denver  
Denver, Colorado  
Ruby Hill Park  
Denver, Colorado  
Johnson Habitat Park  
Denver, Colorado
- Bible Park  
Denver, Colorado  
Marrama, McGlone, Barney Ford, Godsman and McKinley Elementary Schools  
Denver, Colorado  
Blue River Trail  
Silverthorne, Colorado

KEY INDIVIDUAL QUALIFICATIONS / Sub Consultant Resumes



**TIME COMMITMENT:** 20%

Les' anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**

Art Institute of Pittsburgh,  
1964  
Catonsville Community College,  
Baltimore Maryland, 1961

**LES E. YINGLING**

Project Principal / Quality Control I  
Innovative Electrical Systems, Inc.

Mr. Yingling has notable accomplishments in many aspects of commercial construction. He has designed projects locally, nationally as well as multiple projects in Queensland, Australia. Over the span of his 48 year career he has designed or been responsible for the design of more than 5,000 construction projects. His portfolio includes over 5.0 million square feet of university, sports wellness/community centers including 2.5 million square feet of public recreation, community, and golf facilities. His expertise extends to all aspects of commercial and residential electrical design.

**RELEVANT EXPERIENCE**

Breckenridge Recreation Center  
Breckenridge, Colorado  
  
Breckenridge Tennis Center  
Breckenridge, College  
  
Bison Ridge Recreation Center  
Commerce City, Colorado

Louisville Recreation Center  
Louisville, Colorado  
  
Aurora Recreation Center  
Aurora, Colorado  
  
Johnstown Recreation Center  
Johnstown, Colorado



**TIME COMMITMENT:** 25%

Kevin's anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**

B.S. in Architectural  
Engineering, University of  
Colorado, Boulder, 2005

**KEVIN L. YINGLING P.E., LEED AP®**

Project Principal/Project Manager/Project Engineer I  
Innovative Electrical Systems, Inc.

Mr. Yingling's studies in the Architectural Engineering program at the University of Colorado centered in the study of building systems integration with an emphasis in the design of electrical and lighting systems for commercial, residential, and institutional facilities. He has worked on over 1.0 million square feet of university and public sports recreation buildings, 95% of which were part of the Perkins+Will team.

**RELEVANT EXPERIENCE**

Southern Oregon University  
McNeal Pavilion & Student  
Center  
Ashland, Oregon  
  
Parker Recreation Center  
Parker, Colorado  
  
Northridge Recreation Center  
Highlands Ranch, Colorado  
  
Apex Tennis Center  
Aurora, Colorado

Central Park Recreation Center  
Denver, Colorado  
  
Schlessman YMCA  
Denver, Colorado  
  
Beck Recreation Center  
Aurora, Colorado  
  
Grand Park Community  
Recreation Center  
Fraser, Colorado



KEY INDIVIDUAL QUALIFICATIONS / Sub Consultant Resumes



**DAVE HOFFMAN**  
Cost Estimator | DFH Consulting, LLC.

Dave has a long track record of providing accurate, easy to follow cost estimates that deliver useful information on construction costs and alternatives for Owners and Designers to use in their decision making. He has a longstanding relationship with Sink Combs Dethlefs (now Perkins+Will), and has worked on multiple projects with them over many years.

**TIME COMMITMENT:** 25%

Dave’s anticipated work load during the contractual period of this project will allow him to devote all of the necessary time to complete the project within the allotted time frame.

**EDUCATION**

MBA, Colorado State University, 1978  
B.S. in Civil Engineering, Colorado State University, 1976  
A.A.S. in Engineering & Mathematics, University of Southern Colorado, 1974

**RELEVANT EXPERIENCE**

University of Colorado, Colorado Springs Student Recreation and Wellness Expansion  
Colorado Springs, Colorado  
Auraria Higher Education Center PE Events Center Improvements  
Denver, Colorado  
Denver Broncos Conditioning Center  
Englewood, Colorado  
Denver Broncos Indoor Practice Facility  
Englewood, Colorado

Denver Broncos Headquarters Expansion  
Englewood, Colorado  
South Suburban Family Sports Center / Avalanche Training Facility  
Littleton, Colorado  
Louisville Recreation and Senior Center Addition and Remodel  
Louisville, Colorado  
Foothills Indoor Sports Facility  
Denver, Colorado



EXHIBIT B



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY)

5/22/2019

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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td><b>INSURER B:</b> Lloyds of London Co.</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> LM Insurance Corporation	33600	<b>INSURER B:</b> Lloyds of London Co.		<b>INSURER C:</b> Liberty Mutual Fire Insurance Company	23035	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b> 1075410 PERKINS+WILL, INC. ATTN: RICHARD NEMETH 2 BRYANT STREET SAN FRANCISCO CA 94105 DENVER																					

**COVERAGES \*\*\***      **CERTIFICATE NUMBER:** 16102522      **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																
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y	Y	TB2661066787028	7/1/2018	7/1/2019	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	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 - COM/OP AGG	\$ 2,000,000		\$
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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	Y	WC5661066787038	7/1/2018	7/1/2019	<table border="0" style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<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				
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B	<b>PROFESSIONAL LIABILITY</b>	N	N	LDUSA1801441	7/1/2018	7/1/2019	<table border="0" style="width: 100%;"> <tr><td>\$1,000,000 PER CLAIM/\$1,000,000 AGGREGATE</td><td></td></tr> </table>	\$1,000,000 PER CLAIM/\$1,000,000 AGGREGATE															
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 221916.000 - ARCHITECTURAL/DESIGN SERVICES FOR CONGRESS PARK POOL RENOVATION & GREEN VALLEY RANCH RECREATION CENTER EXPANSION, DENVER, CO. SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**16102522**
 CITY AND COUNTY OF DENVER  
 ATTN: DANI ABBOTT, PROCUREMENT  
 201 WEST COLFAX AVENUE, DEPT. 611  
 DENVER CO 80202

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

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, IF REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY PERKINS+WILL, INC. IF REQUIRED BY WRITTEN 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. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

Miscellaneous Attachment: M463312 Certificate ID: 16102522

Policy Number: TB2-661-066787-028

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT****CAREFULLY. NOTICE OF CANCELLATION TO THIRD PARTIES** This

endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

**Schedule****Name of Other Person(s)/Organization(s):**

**Per schedule on file with broker  
60 days**

**LIM 99 01 05 11**

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its permission.

Page 1 of 1

e cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Miscellaneous Attachment: M463313 Certificate ID: 16102522

**POLICY NUMBER: AS2661066787018**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**Schedule**

**Name of Other Person(s) Organizations:**  
per schedule on file with broker

**Email Address or mailing address:**  
per schedule on file with broker

**Number of Days Notice:**  
60 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



Miscellaneous Attachment: M463314 Certificate ID: 16102522

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

<b>Name of Other Person(s) / Notice: Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days</b>
Schedule on file with company days	Schedule on file with company	60

POLICY NUMBER: WC5661066787038

WM 90 18 06 11

Miscellaneous Attachment: M524583 Certificate ID: 16102522

**Endorsement attaching to and forming part of Policy No. B0146LDUSA1801441**

Issued to: PERKINS + WILL, INC. and/or their Subsidiaries and/or associated and/or affiliated companies and business entities owned or financially controlled as more fully described in Endorsement No.1 or as currently, previously, or hereafter existing or created in accordance with Condition 0. herein.

Issued by: Underwriters at Lloyds of London

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Insurers authorize Lockton Companies LLC, BFL Canada Risk & Insurance Services, Inc. and Paragon International Insurance Brokers Ltd, the ("Certificate Issuer") to issue Certificates of Insurance at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Insurers, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event the Insurers cancel or non-renew this Policy or in the event of a Material Change to this Policy, Insurers shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 45 days prior to the effective date of cancellation, non-renewal, or a Material Change. The Insured shall provide written notice to the Insurers of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or Material Change, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.

(3) It is further understood and agreed that Insurers' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Insurers or bind the Insurers for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this endorsement.

(4) As used in this endorsement:

(i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Insured.

(ii) Material Change means an endorsement to or amendment of this Policy after issuance of this Policy by the Insurers that restricts the coverage afforded to the Insured.

All other terms, clauses and conditions remain unchanged.