

DATE: December 21, 2016

Proposal Deadline: 1:00 P.M., January 13, 2017

REQUEST FOR PROPOSAL/REQUEST FOR QUALIFICATIONS
ARCHITECT/OWNER’S REPRESENTATIVE
EDGEWATER CIVIC CENTER

This is a Request for Proposal/Request for Qualifications (RFQ/RFQ) for Architect and Owner’s Representative services for the City of Edgewater, Colorado (City). This RFP/RFQ is intended to gather pertinent information concerning the ability of private consultants to meet the needs of the City.

The City is interested in engaging an architect (and his or her employees or subcontractors) to facilitate high quality, timely, and cost-efficient services in connection with the initial design (through a public process) of a new Civic Center, and in the representation of the City thereafter in connection with the land use planning process for the Civic Center, and in the completion of the design by a design/build contractor under a guaranteed maximum price construction contract. This architect will herein be referred to as “Architect/Owner’s Representative”.

The Project

The City intends to build a Civic Center of approximately 48,000 square feet, with a budget of 9.5 million dollars. The facility will include but not be limited to a fitness center of approximately 16,000 square feet (including an 8,000 square foot gymnasium), a library of approximately 10,000 square feet, a police department facility of approximately 6,000 square feet, and administrative offices and public meeting space of approximately 10,000 square feet.

The City has created the attached conceptual design of the Civic Center and seeks the services of an architect to coordinate and conduct a public meeting process, to meet with City Staff and public officials, and to thereby develop and refine the plans for the Civic Center to a 20% schematic level.

The Civic Center will be designed to meet 2012 International Building Code standards, and will meet or exceed LEED Silver standards, but will not be required to be LEED certified. The interior of the library will be designed and constructed by the Jefferson County Library district, but the Architects/Owner’s Representative will work with district architects and consultants to coordinate the efforts of the City and the district. The program that is developed must meet the requirements set forth in this section and is expected to remain within the \$9.5 million budget.

The Scope of Services

- I. Community-Oriented Design Services.** The Architect/Owner's Representative will facilitate and conduct multiple (4-6) community meetings within a thirty (30) day period to seek community input for various aspects for the Civic Center, including the fitness center, the Police Department facility, the library, and the sustainability of design. The Architect/Owner's Representative will build consensus among disparate groups as to the appropriate design, function and use of public facilities, while maintaining an over-arching perspective on the goals and budget for the project. The Architect/Owner's Representative will create a 20% schematic design that reflects the design consensus achieved, and shall prepare a three dimensional computer model of that design.

The Architect/Owner's Representative will engage a general contractor or construction manager to participate in the community meeting process to advise the City and the public on issues of constructability and construction costs of various design options. The participating general contractor or construction manager will be precluded from bidding in the construction phase of this project.

- II. Planning Services.** As directed by the City, the Architect/Owner's Representative will create all necessary drawings and submission documents and will represent the City in public meetings to seek any and all land use approvals that are necessary under local law to construct the Civic Center (as it has been designed through the process described above).

III. Owner's Representative Services.

- A. The Architect/Owner's Representative will consult with and advise the City during the process of:
- (i) requesting proposals and qualifications from potential design/build construction contractors;
 - (ii) selecting and contracting with a design/build construction contractor; and
 - (iii) the selected construction contractor's development of complete construction drawings based on the Architect/Owner's Representative's 20% schematic design.
- B. Before construction, the Architect/Owner's Representative will consult with the City concerning design and construction budgeting and scheduling, and the advisable members of the design team, and will oversee the completion of the design by the design/build contractor. During construction, the Architect/Owner's Representative will monitor the construction process and act as the owner's representative under the City's contractor with the design/build firm.

Skill and Experience

The Architect/owner’s Representative will have strong communication skills, a team building approach, and an ability to manage a diverse team of professionals tailored to meet the needs of the project. A strong preference will be given for individuals and firms that have designed public facilities through community-oriented processes. The preferred individual or firm will have:

- (i) completed LEED training programs;
- (ii) experience in the design of public buildings through a community-oriented process;
- (iii) experience in planning, urban design and municipal land use approval processes;
- (iv) project management experience, and knowledge of Denver metro-area design consultants and construction professionals;
- (v) A wide range of projects in his or her portfolio, including experience in monitoring a range of construction projects (from tenant finish to multi-million dollar new construction); and
- (vi) knowledge of project-critical municipal departments and issues (such as knowledge of the special needs of police department facilities and public fitness centers).

The City is seeking a consultant that can establish and maintain successful communication and coordination on an ongoing basis with the City Manager, City Staff and contract consultants, City Council, and the citizens of Edgewater.

RFP/RFQ Process

The City of Edgewater, Colorado will accept proposals at the City Hall, 2401 Sheridan Boulevard, Edgewater, Colorado 80214, until 1:00 p.m. January 13, 2017. Proposals received later than the above referenced time will not be accepted for review or consideration.

FIVE (5) COPIES OF YOUR TECHNICAL PROPOSAL SHALL BE SUBMITTED AND RETAINED BY THE CITY OF EDGEWATER. ADDITIONALLY, ONE (1) COMPACT DISK (CD) CONTAINING THE PROPOSAL IN .PDF FORMAT IS REQUIRED.

A tentative schedule of key dates for the solicitation has been established as follows:

January 13, 2017	Proposals/Qualifications due by 1:00 p.m.; public bid opening immediately thereafter at Edgewater City Hall
January 18, 2017	Review submittals and notify short list firms of interview times
January 26, 2017	Interviews/Negotiations with top ranked firms
February 2, 2017	Contract Considered/Potentially Awarded by City Council
February 15, 2017	Estimated Start Date

This RFP is being solicited under a multi-step procurement procedure consisting of two phases. The first step requires all firms to submit proposals/qualifications addressing only those items cited in Section II, Proposal Submittal Requirements, of this RFP/RFQ. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Evaluation Criteria. A short list of firms will be selected for further evaluation. Only those firms that are placed on the short list on the basis of the evaluation criteria will be considered during the second phase. During the second phase, interviews may be held with the short listed individuals or firms.

In the final phase, negotiations will be held with the individual or firm ranked the highest by the evaluation committee on the basis of the proposal and interview. If a tentative agreement is reached with the top ranked individual or firm, the recommendation will be sent to the City Council for approval. Should the City be unable to reach an agreement with the top ranked individual or firm, negotiations will commence with the next ranked individual or firm. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

Conditions of Award

It is the intent of the City to award to the most responsive firm provided that the proposal has been submitted in accordance with the requirements of this RFP/RFQ, and is judged to be fair and reasonable. The City shall be the sole judge of the firm's qualifications, and whether the proposal is in the best interests of the City.

The City may conduct such investigations as the City considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the offers.

The City shall have the right in its sole discretion to terminate this RFP/RFQ process with or without cause.

Confidentiality

Proposals submitted to the City of Edgewater for consideration shall be subject to the Colorado Open Records Act. Any confidential information in your proposal shall be identified as such. Proposers will be notified before information is released. Proposals submitted and terms and conditions specified in each consultant's response shall remain the property of the City of Edgewater.

Amendments to this RFP/RFQ

The City of Edgewater reserves the right to amend this RFQ/RFQ by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be available at City Hall and it shall be the responsibility of the firm to obtain all addenda.

If revisions are of such a magnitude to warrant, in the City of Edgewater's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Questions

Questions regarding this RFP/RFQ must be addressed in writing after January 1, 2017, and prior to January 10, 2017, via e-mail to:

Dan Maples, Deputy City Manager
2401 Sheridan Blvd
Edgewater, CO 80214
Fax: 303-238-7192
Email: dmaples@egewaterco.com

Upon request, after January 10, the City will provide copies of all questions received and responses provided.

Additional Information

Proposals will be considered only from firms or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The City reserves the right to be the sole judge of these criteria.

The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The City reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the City.

CITY OF EDGEWATER RFP/RFQ FOR ARCHITECT/OWNER’S REPRESENTATIVE SERVICES – EDGEWATER CIVIC CENTER

Attachments

- Section I Joint Proposal; No Conflict of Interest
- Section II Proposal Submittal Requirements
- Section III Evaluation Criteria
- Section IV Special Conditions
- Section V Sample Professional Services Agreement
- Section VI Copy of Civic Center Conceptual Plans

SECTION I

Joint Proposals

Multiple individuals or firms may form a team to submit a joint proposal. All firms and individuals involved must be identified in the proposal. A single individual or firm must be designated as having overall responsibility for services. The lead individual or firm will serve as the City’s primary contact and will be responsible for ensuring that agreed upon timelines and work requirements are met.

No Conflict of Interest

Proposers should have no real or apparent conflict of interest. A conflict of interest includes any financial or contractual relationship with a firm, individual, or association with a direct financial interest in City revenues.

All work products developed by the consultant team will become property of the City upon completion of the work. The City may request copies of relevant spreadsheets or databases developed as part of the consultant’s work.

SECTION II
PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include as a minimum the following information:

1. A cover letter describing the background of your company, including size, date established, office location and resumes of principal staff members. The cover letter must be signed by an official of the firm who has authority to enter into an agreement.
2. Qualifications
 - Information on the company's experience as related to the following (not to exceed 4 pages):
 - a. the design of public buildings through community-based processes;
 - b. planning, urban design and municipal land use approval processes;
 - c. LEED compliant buildings;
 - d. project management and knowledge of the Denver metro-area's design consultants and construction professionals;
 - e. the range of projects in the individual's or firm's portfolio, and the degree of experience in monitoring a wide range of projects, from tenant finish to multi-million dollar new construction; and
 - f. knowledge of the project-critical municipal departments and facilities to be constructed at the Civic Center (such as the police department and fitness center facilities).
 - g. ability to conduct public processes, design charrettes' and consensus building
 - List the municipalities or other governmental entities you represent or have previously served, if any, with the dates of service for each. Include a brief summary of your duties and responsibilities for each municipality or other governmental entity listed (not to exceed 2 pgs.)
 - Provide five relevant references. The City intends to contact these references.
3. Approach
 - Please provide a brief summary of how your company would conduct community meetings portion of the community oriented design services (not to exceed 4 pgs.)
 - Please provide a brief summary of how your company would plan to provide staff resources to the City, and include the resume(s) of those employees that would be assigned to Edgewater, if other than those provided in response to #1 of this Section II (1 page).
 - The City Council generally meets on the first and third Thursdays of each month at 7:00 p.m. The City's Planning Commission meets at 7:00 p.m. on the second Wednesday of each month. Please specify your company's availability to attend these meetings as needed, as well as general availability for day and night meetings for purposes of this project.
4. Cost
 - Please provide a lump-sum bid for those aspects of the Scope of Services described as the "Community-Oriented Design Services." Please provide an hourly rate based bid for those

aspects of the Scope of Services described as the “Planning Services” and the “Owner’s Representative Services.”

- Please affirm your companies’ ability to design this project and control construction costs within the budget of \$9.5 million.
- Please provide the following billing information:
 - a. A copy of your company’s proposed fee schedule for services provided
 - b. A sample invoice
 - c. Summary of the company’s billing practices
 - d. Billing rates for any support personnel
 - e. Billing rates for disbursements, such as copying, telephone rates, courier service, fax, supplies, etc. (if any)
 - f. Rates charged for travel time (if any)

SECTION III EVALUATION CRITERIA

Evaluation Criteria

- A. General experience and technical competence of principals in areas inquired of in this RFP / RFQ (50% of score).
 - Qualifications of personnel.
 - Management experience of individual or firm for similar projects.
 - Experience working with small municipalities.
 - Experience in design and development review of public projects.
 - Experience in public processes
 - Experience with design charrette’s
 - Skill in consensus building
 - Proven record of listening to client and community needs
 - Experience in green building standards and development
- B. Overall impression of proposal. (10% of score)
 - Organization, clarity, conciseness, thoroughness and responsiveness
 - Approach to scope of services.
 - Organization, clarity, conciseness, clarity, responsiveness and thoroughness
- C. Price/value of proposed services / project (40% of score)

SECTION IV
SPECIAL CONDITIONS

General Information

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services."

Sample Professional Services Agreement

Included in this package is a sample of the standard "Professional Services Agreement", used by the City. Prospective consultants are requested to review this document and comment on any areas of objection in their proposals.

Subcontracting of Agreement

The consulting firm will agree not to assign or subcontract for the whole or any part of the service agreement without the prior written consent of the City.

SECTION V
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the City of Edgewater, 2401 Sheridan Boulevard, Edgewater, Colorado 80214 (the "City"), and _____, a _____, as an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (collectively the "Parties").

WHEREAS, the City requires professional services; and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then

Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND RENEWAL OPTION

A. Term and Termination. This Agreement shall commence on January 19, 2017 and shall terminate on December 31, 2017, unless renewed as set forth in subsection B below. Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the City, the Scope of Services shall be complete and Contractor shall furnish the City the specified deliverables as provided in the Scope of Services.

B. Renewal Option. Each year for the two (2) years immediately succeeding the Effective Date of this Agreement, the City shall have the option to renew this Agreement by providing written notice of renewal to Contractor no later than thirty (30) days after Contractor provides the City with an Adjusted Bid Schedule. On or before October 1 of each successive year after the Effective Date, Contractor shall deliver to the City a copy of the price breakdown set forth in the Bid Schedule adjusted as follows (the "Adjusted Bid Schedule"):

1. The prices set forth in the submitted Fee Schedule for the initial year of this Agreement shall constitute the Base Prices.

2. The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U) in the West Region from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on July 1 of the year in which the Adjusted Bid Schedule is delivered to the City.

3. All calculations shall be based upon the latest versions of the Consumer Price Index for All Urban Consumers (CPI-U) in the West Region for the index on July 1 of each year by the Bureau of Labor Statistics of the United States Department of Labor that are not seasonally adjusted.

By way of example only: If the most recent data available for the CPI-U for the West Region shows an index of 193.6 on the Effective Date of this Agreement and if the most recent data available on July 1, 2008 shows an index of 195.0, the percentage increase is 0.72 percent, and the amounts on the Bid Schedule shall be increased by 0.72 percent, and delivered to the District by August 1, 2008.

III. COMPENSATION

A. Compensation. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor the amount specified in the submitted Fee Schedule.

B. Invoices: Contractor shall submit monthly invoices to the City for Services rendered during the preceding month and for additional approved services in a form and detail reasonably acceptable to the City. Contractor shall include on each invoice an itemized description of the Services performed and any other direct expenses that are eligible for reimbursement. The City shall pay Contractor the invoice amount within thirty (30) days of receipt, provided that the City may

adjust or reject an invoice if Contractor fails to perform the Services to the City's reasonable satisfaction, Contractor's performance of the Services causes loss or damage for which the City may be liable, or Contractor fails to correct defective work in an expeditious manner. The City shall give written notice to Contractor of any adjustment to or rejection of an invoice and the reasons therefore.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the City has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any of the work required under the Scope of Services without the express approval of the City Manager, which approval shall not be unreasonably withheld.

V. OWNERSHIP

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the City. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work. The City may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the City a certificate of insurance, completed by Contractor's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Contractor to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages,

losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with fifteen (15) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

EXHIBIT A
SCOPE OF SERVICES

I. Community-Oriented Design Process

- A. The Architect/Owner's Representative shall facilitate and conduct multiple (4-6) community meetings within a thirty (30) day period to seek community input on various aspects of the Civic Center, including but not limited to the fitness center, the police department, the library, and the sustainability of design. The community meetings shall include a general contractor or professional construction manager that is engaged by the Architect/Owner's Representative to provide counsel on issues of constructability and the construction cost of various design options.
- B. The Architect/Owner's Representative will work to build consensus among disparate groups as the appropriate design, function and use of the various spaces within the Civic Center, while maintaining an over-arching perspective on the goals and budget for the process as established by the City Council.
- C. The Architect/Owner's Representative shall work with City staff and elected officials to create a 20% schematic design and three-dimensional computer model reflecting the design process undertaken, which design shall mandate use of the 2012 International Building Code, and construction to a LEED Silver level (without a requirement for LEED certification).

II. Planning Process

As requested by the City, the Architect/Owner's Representative will create all necessary drawings and submission documents and will represent the City in public meetings to seek any and all land use approvals that are necessary under local law to construct the Civic Center as designed through the process described above.

III. Owner's Representative Services

- A. The Architect/Owner's Representative will consult with and advise the City during:
 - (i) requesting proposals and qualifications from potential design/build construction contractors;
 - (ii) selecting and contracting with a design/build construction contractor; and
 - (iii) the selected construction contractor's development of complete construction drawings based on the Architect/Owner's Representative's 20% schematic design.
- B. Before construction, the Architect/Owner's Representative will consult with the City concerning design and construction budgeting and scheduling, recommended members of the design team, and the completion of the design by the design/build contractor. During construction, the Architect/Owner's Representative will monitor the construction process and act as the owner's representative under the City's contractor with the design/build firm.

EXHIBIT B
FEE SCHEDULE

- I.** Lump-sum for all services and materials required to complete the Community-Oriented Design Process described in the Scope of Services: \$_____

- II.** Hourly rate for all services and materials required to complete the Planning Process described in the Scope of Services.

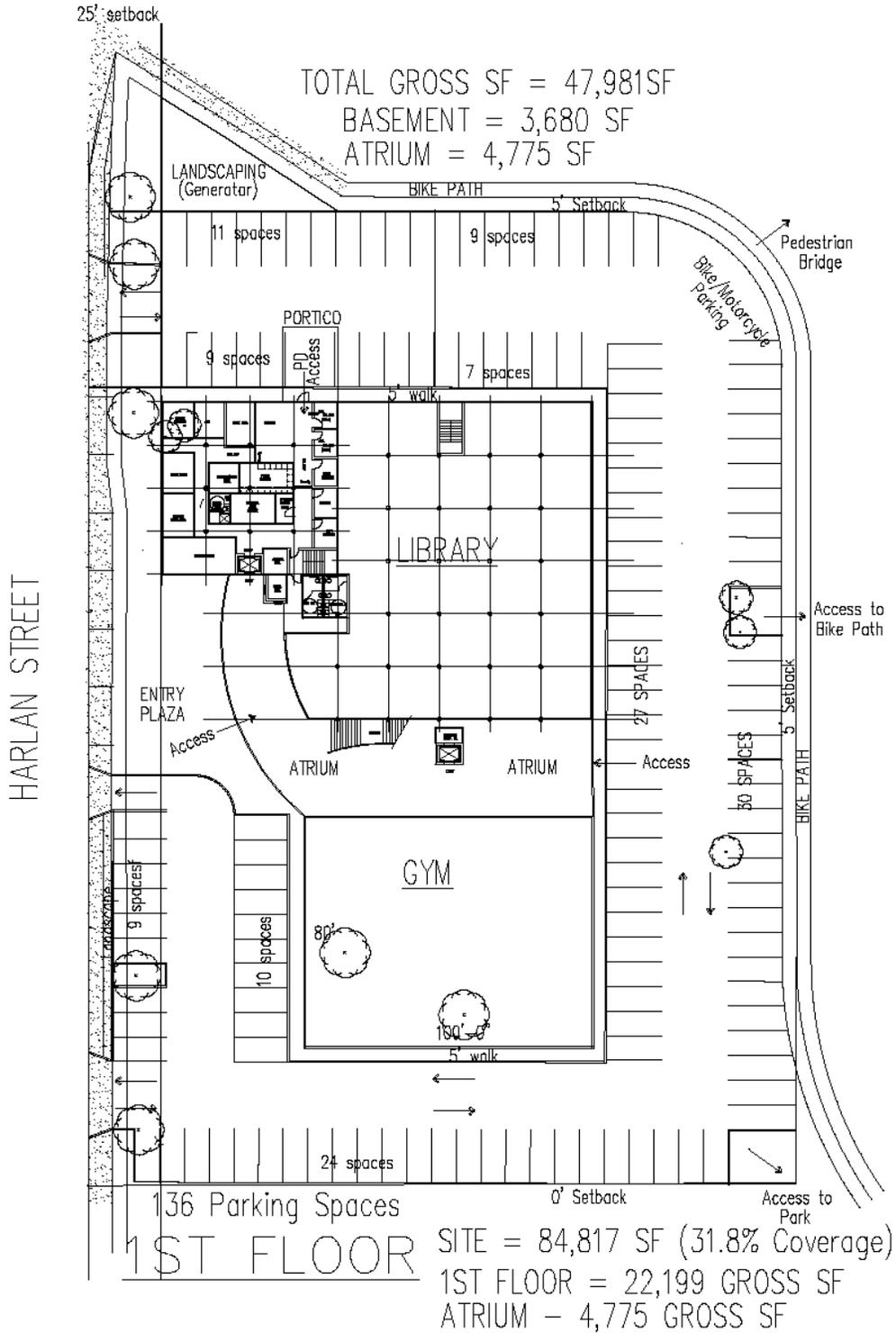
<u>Individual</u>	<u>Title</u>	<u>\$/hour</u>
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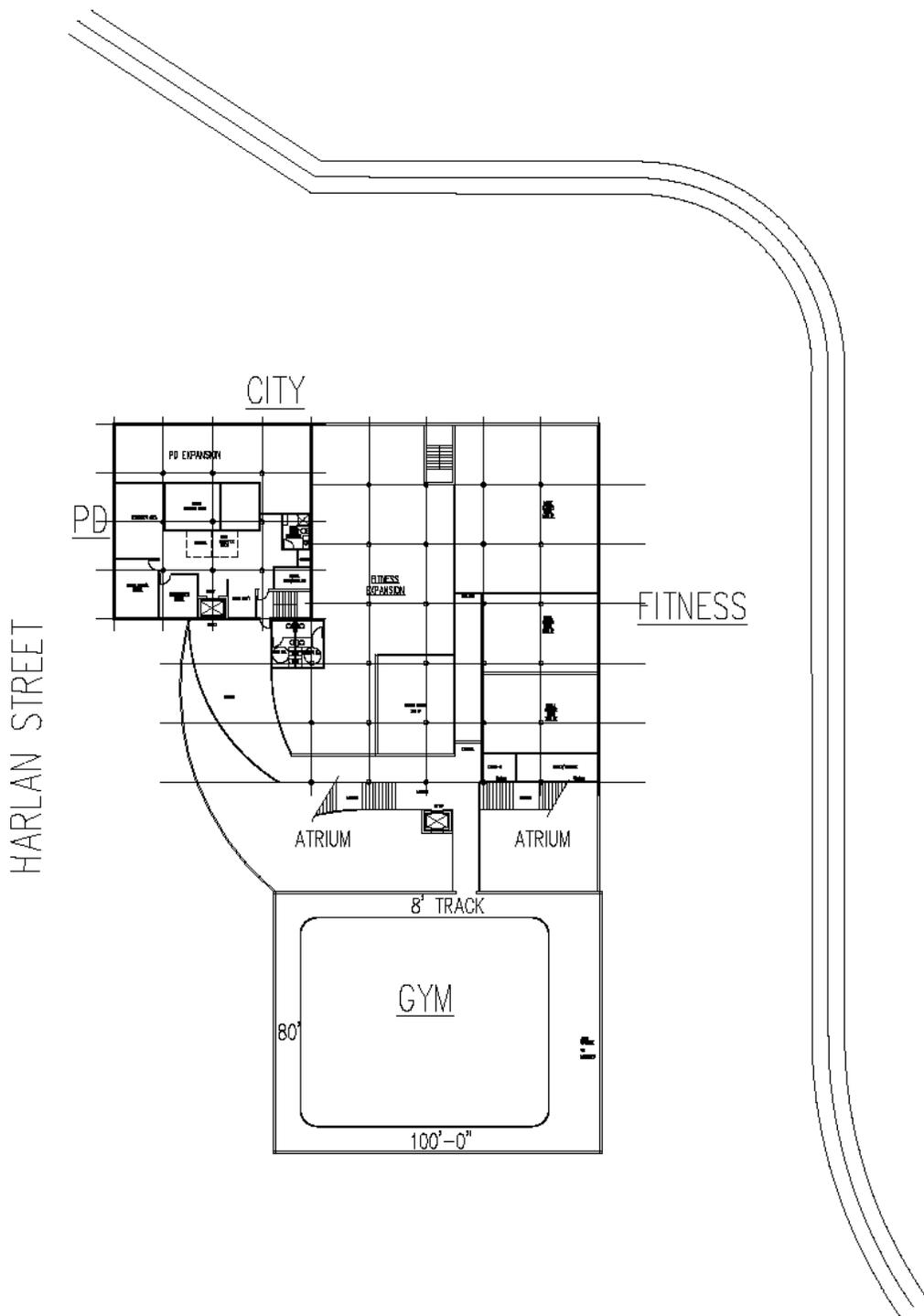
- III.** Hourly rate for all services required to complete the Owner's Representative Services described in the Scope of Services.

<u>Individual</u>	<u>Title</u>	<u>\$/hour</u>
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SECTION VI

COPY OF CIVIC CENTER CONCEPTUAL PLANS

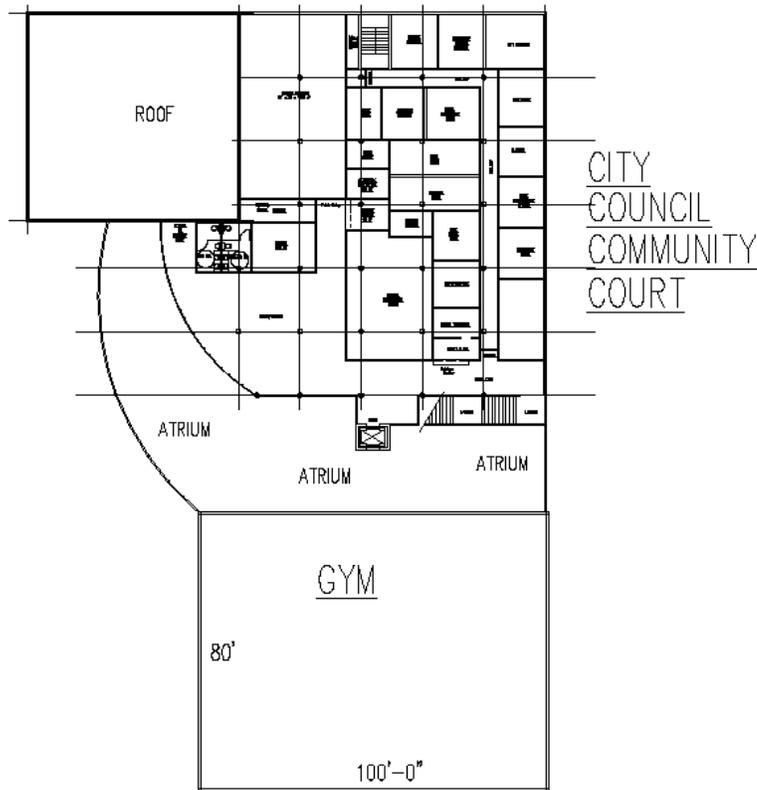




15,458 GROSS SF
2ND FLOOR

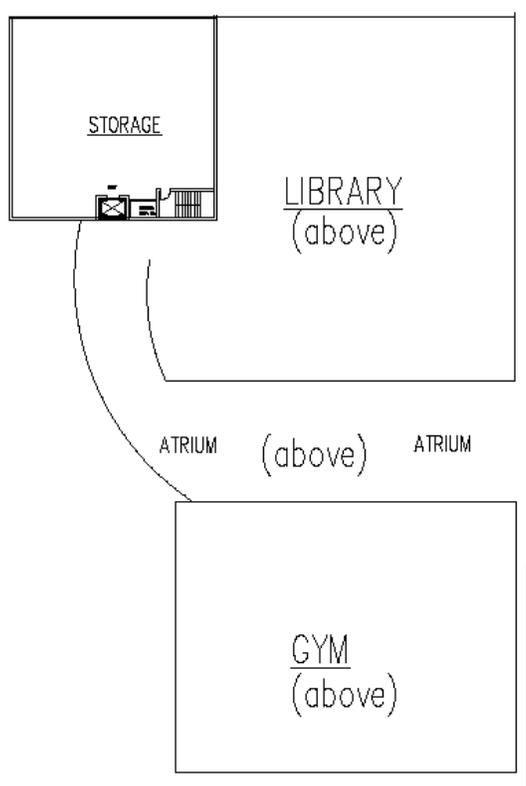
HARLAN STREET

340'-0"



10,286 GROSS SF
3RD FLOOR

HARLAN STREET

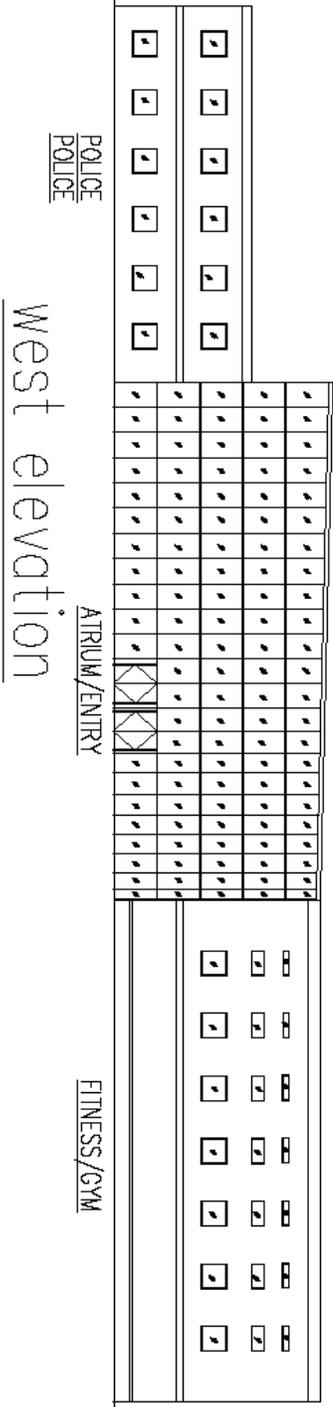


3,680 GROSS SF
BASEMENT

ASSUMPTIONS
 LIMIT 5382' 35"
 ROOF 5380' 33"

3RD 5389' 22"
 2ND 5358' 11"

1ST 5347' 00"

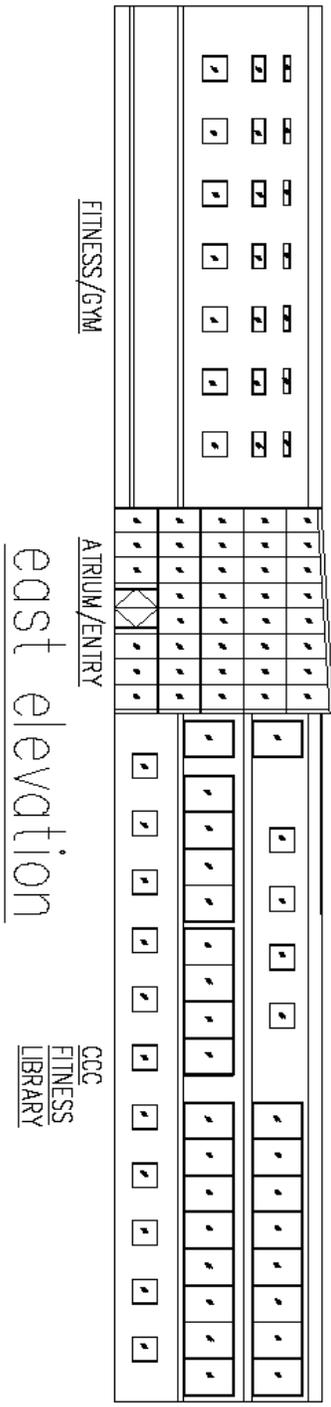


ASSUMPTIONS
 LIMIT 5382' 35"
 ROOF 5380' 33"

3RD 5389' 22"

2ND 5358' 11"

1ST 5347' 00"



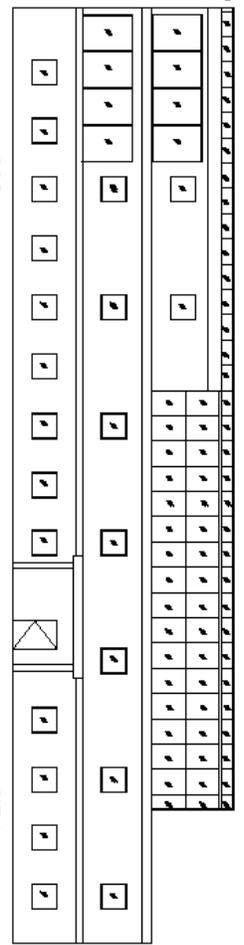
ASSUMPTIONS

LIMIT	5382'	35'
ROOF	5380'	33'
3RD	5369'	22'
2ND	5358'	11'
1ST	5347'	00'

CCC
CITY
LIBRARY

north elevation

CITY
POLICE



ASSUMPTIONS

LIMIT	5382'	35'
ROOF	5380'	33'
3RD	5369'	22'
2ND	5358'	11'
1ST	5347'	00'

POLICE
POLICE

ATRIUM/ENTRY

south elevation

FITNESS/GYM

