

**PLANNING & DEVELOPMENT DEPARTMENT MEMORANDUM  
#13-2021**

**DATE:** May 24, 2021

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager 

**FROM:** Brook Svoboda, Director of Planning & Development   
Eric Ensey, Senior Planner  
Nathan Haasis, Senior Engineer

**SUBJECT:** CR-57 – Contract for Architect and Engineering Services for Phase II of the Civic Center Project

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**PURPOSE**

To consider CR-57, a resolution approving a contract with Anderson Mason Dale Architects for architectural and engineering (A/E) services for the design of Phase II of the Northglenn Civic Center (NGCC) project, which includes the new City Hall facility.

**BACKGROUND**

In 2015, the City began a public process for the development of the Northglenn Civic Center Master Plan. This plan contemplated the redevelopment of the entire 20.7-acre site that currently houses City Hall and the Northglenn Recreation Center, Senior Center and Theatre. This long-range, phased plan contemplates both civic uses and potential private development opportunities for the site. Ultimately, City Council adopted the Northglenn Civic Center Master Plan on April 10, 2017.

Phase I of the plan is currently under construction and includes a new recreation center, senior center, performing arts theatre, the Memorial Parkway, and associated infrastructure. The new Northglenn Recreation Center, Senior Center, and Theatre is currently under construction on approximately 7 acres of the western-most portion of the site.

Phase II of the implementation of the Master Plan is the construction of a new City Hall facility. The remaining portion of the property, including the site where the existing recreation center and City Hall sit, will be redeveloped by a private development team. The City has entered into a Memorandum of Understanding with Continuum Partners to negotiate the terms of a public-private partnership to complete the vision of the Master Plan. These negotiations are currently ongoing.

However, in order to transition the existing City Hall site to the development team, a new City Hall will need to be constructed. The location of the new City Hall site will be adjacent to the Northglenn Veterans Memorial along Community Center Drive, as noted in Attachment 1. The exact size and location of the site will be finalized during the continuing negotiation process with Continuum.

**UPDATE**

At its Dec. 21, 2020 meeting, City Council approved a contract with Cumming Management Group to provide program and project management services for the implementation of Phase II. Cumming has worked with the City's "core team" to select an A/E firm for Phase II and construction of the new City Hall. The City's core team includes the following:

- Heather Geyer, City Manager
- Rupa Venkatesh, Assistant to the City Manager
- Brook Svoboda, Director of Planning & Development

- Nate Haasis, Senior Engineer
- Eric Ensey, Senior Planner

A Request for Qualifications (RFQ) was published on Feb. 5, 2021. Five responses were submitted and reviewed by the core team. RFQs were submitted by Anderson Mason Dale Architects, D2C Architects, Ratio Design, SmithGroup, and Hoefler Wysocki. Based on the submitted RFQ, four of these firms, Anderson Mason Dale, D2C, SmithGroup, and Hoefler Wysocki, were selected to move forward in the process to submit proposals.

A Request for Proposals (RFP) was released to the four qualified firms on March 2, 2021. Each of the firms submitted a complete written proposal. The core team reviewed the proposals and, based on scoring, invited three of the four firms forward for an interview process (D2C was the only firm not invited to interview). Both the interview and the written proposals were scored by the core team, and Anderson Mason Dale (AMD) Architects was selected as the finalist.

AMD Architects brings forward a tremendous amount of experience and enthusiasm to the project. The AMD team includes Martin and Martin (civil engineering), MIG (landscaping), KL&A (structural engineering), and The Ballard Group (mechanical/plumbing engineering). This team showed a collaborative approach, a strong understanding of the community's needs, and a clear understanding of the scope of the project. A key factor that stood out in the decision to proceed with AMD was the thoroughness of the front end and back end elements of their proposal, which includes the process for establishing the program for the building, and their high-quality construction drawings. Staff is confident that the AMD team will provide the necessary engagement with City Council and the Leadership Team to collaboratively develop a successful plan for the design, layout and use of the building. Additionally, the AMD team has a reputation of high-quality plans, which helps lead to a smoother construction process.

Members of the AMD team worked on the following recent projects: City Center South Municipal Complex in Greeley, the Platte River Power Authority Headquarters in Fort Collins, and Denver Union Station North and South Wing Office Buildings. Reference checks were conducted and were exemplary.

AMD will be responsible for design services for the new facility, as well as the entitlement process, continued public outreach and appropriate coordination with staff, Cumming, the selected Construction Manager at Risk (CMAR), and other ancillary contractors.

## **NEXT STEPS**

The design process is anticipated to take between 11 and 12 months. A notice to proceed will be issued by the end of June, and the design is anticipated to be complete by the beginning of summer 2022.

The first step in the design process will be for staff to work with the design team to develop a stakeholder engagement plan. Once this plan is completed, staff will bring it forward for discussion with City Council at an upcoming meeting. Once the stakeholder engagement plan is finalized, the consultant team will use that plan as an element toward development of a space needs assessment and conceptual layout of the facility. This conceptual layout will be brought to Council for discussion as well.

Following the conceptual design phase, the design process will move into the schematic design (SD) phase. Once at this phase, staff will collaboratively work with AMD and Cumming to develop a separate RFQ/RFP process for the selection of a Construction Manager at Risk (CMAR) for the construction of Phase II and the new City Hall facility. It is anticipated that the process for selection

of a CMAR will be completed during the SD phase to allow the CMAR to provide valuable insight throughout the remainder of the design process. This approach of bringing a CMAR on board early in the design process is a strategy that will help manage overall project costs and has been successful during construction of the headworks facility at the Wastewater Treatment Plant, Justice Center and the new Northglenn Recreation Center, Senior Center and Theatre. The intent is to select the most qualified and appropriate contractor to join the project team and provide preconstruction input, to include cost estimating, planning, scheduling, phasing, constructability and value engineering, throughout the remainder of the design process.

Following the SD phase is the construction drawing (CD) phase, where the design consultant team will work on pulling together the final construction drawings necessary for the issuance of a building permit and commencement of construction.

### **BUDGET/TIME IMPLICATIONS**

Funding for Phase II of the NGCC project, which is the construction of a new City Hall facility, has been identified in the amount of \$18 million, inclusive of all hard costs, soft costs and contingencies associated with the project. The project will be paid from the restricted ½% sales tax and 4% special marijuana tax reserve balances in the Capital Projects Fund. Funding of \$500,000 has been included in the 2021 budget and the remaining project budget will be included in the 2022 budget.

The proposed contract is for \$1,372,177 for A/E services. The proposed contract amount equates to approximately 7.6% of the overall project budget of \$18 million, which is consistent with industry standards for design services for a project of this size and scope. This fee is in line with the other bidders' proposed fees and the projected design fee for the project.

This fee includes the base bid of \$1,320,381, plus an additional \$54,769 for the necessary front-end space needs analysis, \$55,227 for entitlements, and \$24,000 for reimbursable expenses for a total contract amount of \$1,372,177.

### **STAFF RECOMMENDATION**

Attached is CR-57, a resolution that, if approved, would:

1. Authorize the Mayor to execute a contract between the City and Anderson Mason Dale Architects for architectural and engineering services for the design of Phase II of the Northglenn Civic Center project, which includes the new City Hall facility, for an amount of \$1,372,177.
2. Authorize a project contingency of \$113,087 (\$58,200 for bid Alternate #1, and \$54,887 as a 4% contingency of the base contract amount) and authorize the City Manager to approve changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$1,485,264.

Staff recommends approval of CR-57.

### **STAFF REFERENCE**

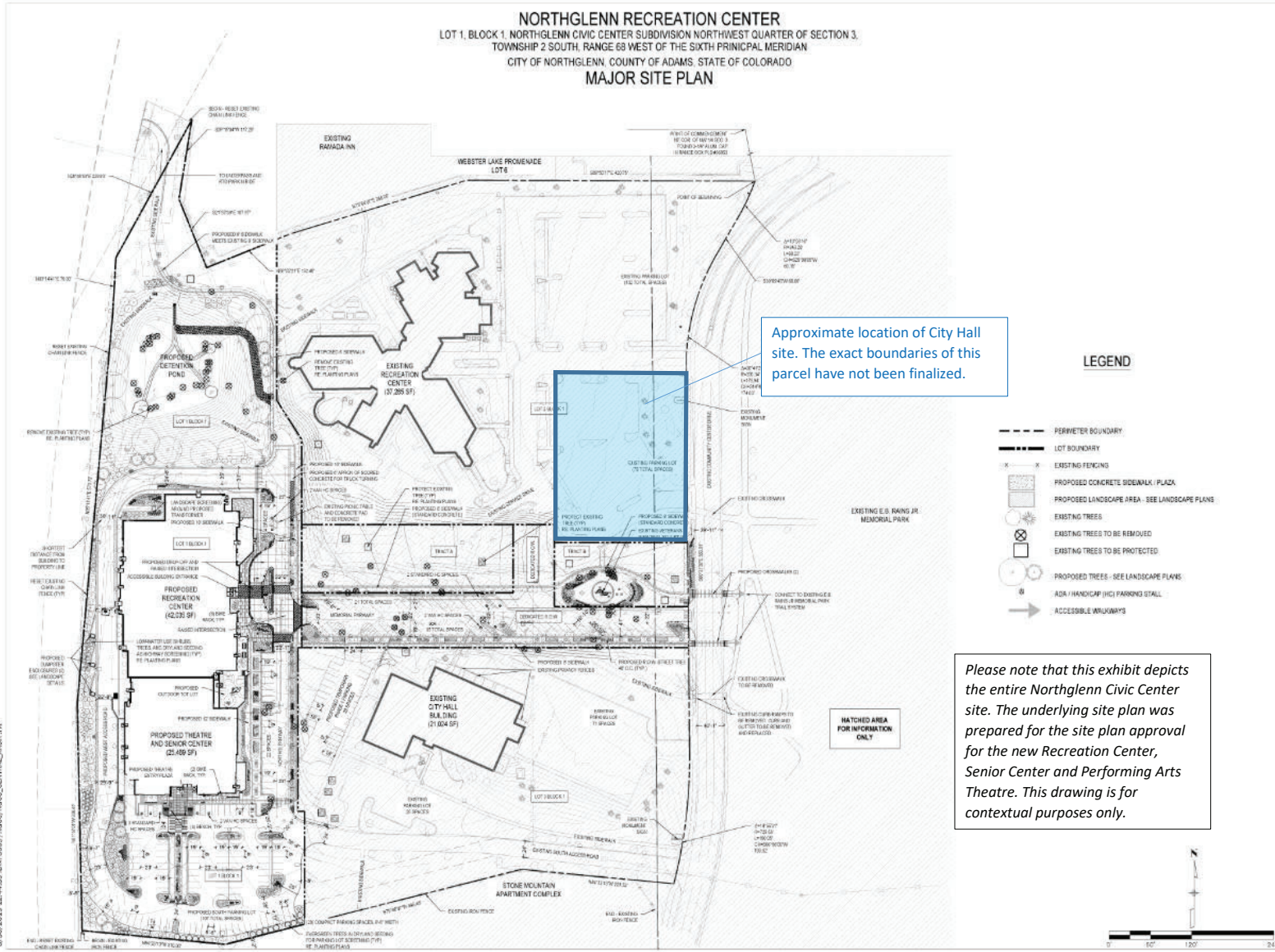
If Council members have any questions, please contact Brook Svoboda, Director of Planning & Development, at [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org) or 303.450.8937.

### **ATTACHMENT**

1. City Hall location exhibit

**NORTHGLENN CIVIC CENTER SITE**  
**City Hall Location Exhibit**

**NORTHGLENN RECREATION CENTER**  
 LOT 1, BLOCK 1, NORTHGLENN CIVIC CENTER SUBDIVISION NORTHWEST QUARTER OF SECTION 3,  
 TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
**MAJOR SITE PLAN**



Approximate location of City Hall site. The exact boundaries of this parcel have not been finalized.

**LEGEND**

- PERMETER BOUNDARY
- - - LOT BOUNDARY
- x-x- EXISTING FENCING
- [Hatched Box] PROPOSED CONCRETE SIDEWALK / PLAZA
- [Hatched Box] PROPOSED LANDSCAPE AREA - SEE LANDSCAPE PLANS
- [Tree Symbol] EXISTING TREES
- [Tree Symbol with X] EXISTING TREES TO BE REMOVED
- [Tree Symbol with Circle] EXISTING TREES TO BE PROTECTED
- [Tree Symbol with Circle] PROPOSED TREES - SEE LANDSCAPE PLANS
- [Parking Symbol] ADA / HANDICAP (HIC) PARKING STALL
- [Arrow Symbol] ACCESSIBLE WALKWAYS

Please note that this exhibit depicts the entire Northglenn Civic Center site. The underlying site plan was prepared for the site plan approval for the new Recreation Center, Senior Center and Performing Arts Theatre. This drawing is for contextual purposes only.

HATCHED AREA FOR INFORMATION ONLY



**Northglenn Recreation Center**  
 1 MEMORIAL PKWY NORTHGLENN, CO 80233

Project Number	2017-024-02
Title	Major Site Plan
Date	10/05/2017
Drawn By	WAC
Checked By	JRW
Revised	
Scale	
Date	

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-57  
Series of 2021

\_\_\_\_\_  
Series of 2021

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ANDERSON MASON DALE ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE IMPLEMENTATION OF PHASE 2 OF THE CIVIC CENTER MASTER PLAN PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves architectural and engineering services for the implementation of Phase 2 of the Civic Center Master Plan Project (the "Project"), in an amount not to exceed \$1,485,264.00 and authorizes the following to accomplish the Project:

(a) The execution of the Agreement between the City of Northglenn and Anderson Mason Dale Architects, P.C., attached hereto, in the amount of \$1,372,177.00 for architectural and engineering services for the Project; and

(b) The authorization of contingency in the amount of \$58,200 for Bid Alternate #1 and a four percent (4%) contingency of \$54,887.00, and authorizes the City Manager, on behalf of the City, to approve minor changes in the scope of work and execute relevant change orders up to the approved expenditure limit of \$1,485,264.00.

DATED at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney



# AIA<sup>®</sup> Document B103<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Architect for a Complex Project**

**AGREEMENT** made as of the 14 day of May in the year 2021  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Northglenn, State of Colorado  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

and the Architect:  
*(Name, legal status, address and other information)*

Anderson Mason Dale Architects, P.C  
3198 Speer Boulevard  
Denver Colorado 80211

for the following Project:  
*(Name, location and detailed description)*

Civic Center – City Hall Project  
Northglenn, Colorado

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

It is anticipated that the City Hall facility will be 2-3 stories in height with the ground floor functioning as the main entrance to City Hall along with leasable space and the upper one to two stories with City Council chamber and administrative offices for the city. The proposed City Hall building will be up to 45,000 square feet in area, with up to 30,000 square feet dedicated for city administrative functions and the remainder of the building as leased space. These square footages will need to be finalized following a space needs analysis and through coordination with the private development team working on the remainder of the site. Additionally, there will be shared structured parking between City Hall and the multifamily community to the north.

The program is subject to further development by the team

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The new facility will be located at Address, in Northglenn, CO

§ 1.1.3 The Owner's approved budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

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The budget amount for the City Hall facility and will be capped at \$18 million. This amount is to include all hard and soft costs, any necessary infrastructure, as well as the cost of construction and all finishes for the new City Hall facility.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
  - Program/Concept Confirmation
  - Schematic Design
  - Design Development
  - Construction Documents
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract.)*

Standard Form of Agreement Between Owner and Construction Manager as Constructor with a Guaranteed Maximum Price Delivery

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

- .1 Early Grading Package
- .2 Foundation Package
- .3 Full Building Permit Package

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other contact information.)*

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Eric Ensey, Senior Planner  
City of Northglenn, State of Colorado  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061  
eensity@northglenn.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Jack Christensen  
Cumming Management Group, Inc.  
88 Inverness Circle East  
Building G, Suite 101  
Englewood CO 80112  
jchristensen@ccorpUSA.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Cost Consultant:

.2 Scheduling Consultant:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

David Pfeifer, Principal-in-Charge  
3198 Speer Boulevard  
Denver Colorado 80211  
DPfeifer@amdarchitects.com  
(303) 294-9448

Joey Carrasquillo, Principal, Point-of-Contact  
3198 Speer Boulevard  
Denver Colorado 80211  
JCarrasquillo@amdarchitects.com  
(303) 294-9448

Architect represents that this Representative has the authority and legal rights to obligate and is duly-authorized to bind the Architect in matters related to contract performance on the Project, including at a minimum; (a) design performance; (b) contract interpretation and administration; (c) staffing assignments, and; (d) financial obligations.

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's approved budget for the Cost of the Work, as necessary and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. Architect shall cause its subconsultants to be bound to the Architect through appropriate provisions in any agreements it may enter with them, as provided for within this article.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Architect under this Agreement. Architect shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Owner for construction costs caused by errors and omissions which fall below the standard of professional practice.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain, at its own cost, the following policy or policies of insurance until termination of this Agreement and any applicable term thereafter. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000 ) for each occurrence and two million dollars (\$2,000,000 ) in the aggregate for bodily injury and property damage. 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.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars ( \$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under

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Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000 ) each accident, five hundred thousand dollars (\$ 500,000 ) each employee, and two million dollars (\$ 2,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** The policies required by paragraph 2.5.1, 2.5.2, 2.5.3 above shall be endorsed to include the Owner and the Owner's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, its employees, or its Architects shall be excess and not contributory insurance to that provided by Architect. No additional insured endorsement to the policy required by this Agreement shall contain any exclusion for bodily injury or property damage arising from completed operations. Architect shall be solely responsible for any deductible losses under any policy required above.

§ 2.5.8 The certificate of insurance provided for the Owner shall be completed by Architect's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of the Agreement. No other form of certificate shall be used. If the Owner is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Architect's insurance agent shall also provide a copy of all accompanying endorsements recognizing the Owner as an additional insured. 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 Owner.

§ 2.5.9 Failure on the part of Architect to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the Owner may immediately terminate this Agreement, or at its discretion, the Owner 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 Owner shall be repaid by Architect to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to Architect from the Owner.

§ 2.5.10 The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The parties hereto understand and agree that the Owner, 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, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the Owner, its officers, or its employees.

§ 2.5.8 Intentionally deleted.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services and the services of its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. Architect is responsible for the acts and omissions of its consultants and subconsultants in the performance of their services in connection with the Project.

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

§ 3.1.3 Prior to execution of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, if applicable, a schedule for the performance of the Architect's services. The schedule shall include design phase activities, milestone dates, anticipated dates when cost estimates or design reviews, coordination with consultants, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction, and utilities over the Project, and documentation and printing. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

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

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

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

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall assist the Owner in completing or refining the program.

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

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

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

§ 3.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other

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documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant, if applicable. The Architect shall meet with the Owner and Cost Consultant to review the Schematic Design Documents. The Architect shall take steps necessary to assure that the Schematic Design is prepared within the Owner's approved budget for the Cost of the Work.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate, if applicable, at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's written approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's approved budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 If the budget developed by the Cost Consultant or selected contractor at the Schematic Design Phase exceeds the Owner's approved budget for the Cost of the Work, the Architect will work collaboratively with the Owner and contractor to bring the Project back within the Owner's approved budget for the Cost of the Work with no additional design compensation.

### § 3.3 Design Development Phase Services

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

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant, if applicable, and contractor. The Architect shall meet with the Cost Consultant and contractor to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's or contractor's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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§ 3.4.2 The Architect shall incorporate the design requirements (including, without limitation building codes and access requirements) of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall also fully coordinate their Architectural design documents with each of its Design Consultants design documents and each design consultant shall coordinate their design documents each in terms of the other designers.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and review of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms, and scope confirmation. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements to the subcontractors and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant and Owner and review updated estimates of the Cost of the Work, and to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Intentionally deleted.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 intentionally deleted;
- .2 intentionally deleted;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 intentionally deleted.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews (work sessions) with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 intentionally deleted.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's, their employees and agents negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services begins with the commencement of Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor with written documentation of (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. If deviations, defects or deficiencies observed have future impact on the construction schedule or Cost of the Work, the Architect shall also verbally notify the Owner and Contractor immediately of such deviations, defects or deficiencies.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Owner's professional judgment, to permit adequate review. The Architect acknowledges that there will be limited submittals that will take priority or shall require an accelerated review and turnaround time by the Architect.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

*(Paragraph deleted)*

**§ 3.6.4.4** The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall maintain the design liability for all drawings and specifications that may be impacted by a request for information (RFI). The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. All supplemental drawings and specifications will be

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clouded for clarity and ease of recognition. Under no circumstances shall the Contractor or Owner take on the design liability for the accuracy or completeness of any requests for information or clarifications.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall review Change Orders for accuracy and scope completeness.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall prepare a separate punch list of incomplete items that are not included in the contractor's list.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The retained contract sum shall be three hundred percent (300%) of the value of the incomplete Work plus appropriate retainage.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

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

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming (verification)	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	not provided
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	not provided
§ 4.1.1.12 Cost estimating	not provided
§ 4.1.1.13 On-site project representation (part-time)	Architect
§ 4.1.1.14 Conformed documents for construction	not provided
§ 4.1.1.15 As-designed record drawings	not provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Historic preservation	not provided
§ 4.1.1.26 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.27 Other services provided by specialty Consultants	See Attachment A – Fee Proposal for Basic and Supplemental Services
§ 4.1.1.28 Other Supplemental Services	not provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See Attachment A – Fee Proposal for Basic and Supplemental Services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, and in no event more than thirty (30) days from recognition of the need, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need in writing. The Architect shall include a cost for these Additional Services and schedule impact, if any. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a substantial change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6 that have a direct impact on the Architect's services;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations not in force or unknown to the Architect at the start of design, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by unanticipated official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other substantial failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Intentionally deleted;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, unless anticipated as Basic Services;
- .7 Intentionally deleted;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally deleted;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and in no event more than thirty (30) days from recognition of the need and explain the facts and circumstances giving rise to the need in writing. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination.

- .1 Other than limited reviews, reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect if the Architect can demonstrate that the sequence change impacts the Architect's services;
- .2 Responding to the Contractor's requests for information where such information is available to the Contractor from a reasonably careful study and comparison of the Contract Documents, field

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- conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service unless the requirement to do so is the result of the Architect's incomplete, inaccurate or misleading design documentation;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker not caused in whole or in part by the quality of the design documentation; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom unless required to bring the Project within the Owner's approved Cost of the Work.

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

- .1 three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 every other week visits to the site by the Architect during construction. If more frequent visits to the site are necessitated by conflicting, unclear or vague Instruments of Service and/or design documents provided by the Architect and/or the Architect's consultants, these additional site visits will be included within the Basic Services.
- .3 two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within thirty one ( 31 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Owner and Architect shall jointly refine the program.

*(Paragraph deleted)*

**§ 5.2.** The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Cost Consultant and/or contractor that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner

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selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys, as appropriate, to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's approved budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The Architect recognizes that its design directly impacts the Cost of the Work and therefore agrees to revise the Instruments of Service to allow the Cost of the Work to align with the Owner's approved budget for the Cost of the Work at the time of the bid or development of the cost guarantee by the Contractor.

§ 6.3 The Owner shall require the Cost Consultant, if applicable, to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant or contractor prepares as the Architect progresses with its Basic Services. The Architect may review the Cost Consultant's or contractors estimates for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's or contractor's, as may be applicable, estimate of the Cost of the Work exceeds the Owner's approved budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant or contractor, as may be applicable, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase or Construction Documents Phase exceeds the Owner's approved budget for the Cost of the Work, the Owner shall

- .1 Direct the Architect to work in collaboration with the Owner and Contractor to bring the project back within the Owner's approved budget for the Cost of the Work at no additional design fee, if the budget overruns are due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.
- .2 give written approval of an increase in the budget for the Cost of the Work;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.4, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's approved budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.2. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's approved budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Instruments of Service created by the Architect and the Architect's consultants shall become the property of the Owner once the Owner has paid the Architect all amounts properly due under this Agreement for that portion of the design services. The Owner will limit use of these Instruments of Service to the purpose of completion of the Project, or any subsequent repair, maintenance, renovations or expansions. Any unilateral use by the Owner of the Instruments of Service for completing, using, maintaining, adding to or altering the Project or facilities shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants; provided however that if the Owner's unilateral use occurs for completing, using or maintaining the Project as a result of the Architect's breach of this Agreement, nothing in this article shall be deemed to relieve the Architect of liability for its own acts or omissions or breach of this agreement. The Architect shall cause its consultants and subconsultants to confer similar rights in the Owner, and shall incorporate provisions to that effect to any agreements between them.

§ 7.3 Intentionally deleted.

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

§ 7.5 Except as otherwise stated in Section 7, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Owner cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Architect or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Architect, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Owner, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Architect, its employees, agents or subconsultants, or others for whom the Architect is legally liable, under this Agreement; provided, however, that the Architect need not indemnify or save harmless the Owner, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

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§ 8.1.4 The Architect shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Owner, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Architect, its employees, agents or subconsultants, or others for whom the Architect is legally liable, in the performance of professional services under this Agreement. The Architect is not obligated to indemnify the Owner for the negligent acts of the Owner, its Council members, or any of its officials, officers, directors, agents and employees. Sections 8.1.5 and 8.1.6 shall not serve to negate or contradict any provision in 8.1.4.

§ 8.1.5 Architect shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Architect. Architect shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Owner, its Council members, officials, officers, directors, agents and employees, the Owner shall reimburse Architect for the portion of the judgment attributable to such act, omission or other fault of the Owner, its Council members, officials, officers, directors, agents and employees.

§ 8.1.6 To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Architect's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Architect, any subcontractor of Architect, or any officer, employee, representative, or agent of Architect or of any subcontractor of Contractor. If Architect is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Architect's obligation to defend, indemnify and hold harmless the Owner may be determined only after Architect's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

§ 8.1.7 In case any action at law or suit in equity is brought against the Owner, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this Agreement undertaken to be done or performed, or for the injury or damage caused by the negligence of the Architect, its subcontractors or subconsultants, or its or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors or subconsultants, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the Architect shall indemnify and save harmless the Owner, officers, employees, and agents of the Owner, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid..

## § 8.2 Informal Dispute Resolution and Mediation

§ 8.2.1 Prior to Mediation, principals from the Owner and Architect, not directly involved in the day-to-day management of the Project shall meet to resolve any disputes in an equitable manner. This meeting shall occur within ten (10) days of the time that one of the parties provides notification to the other party of necessity of such meeting. If the claim, dispute or other matter is not resolved through this method within ten (10) days of the meeting, then, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by nonbinding mediation. A request for nonbinding mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements formally approved by the

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Owner and the Architect reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services and reimbursable costs performed prior to and up and until termination. If, however, Architect has substantially or materially breached the standards and terms of this Agreement, the Owner 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 Project, any use of documents by the Owner thereafter shall be at the Owner's sole risk, unless otherwise consented to by Architect.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

none

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

none

There will be no termination expenses paid to the Architect beyond the Architect's services performed up and until the date of termination. The Architect will not receive anticipated profit on the value of the services not performed by the Architect.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 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 the County of Adams, State of Colorado..

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 7 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 7 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 With the Owner's written approval, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The Owner shall provide Architect with reports and such other data as may be available to the Owner and reasonably required by Architect to perform hereunder. No project information shall be disclosed by Architect to third parties without prior written consent of the Owner or pursuant to a lawful court order directing such disclosure. All documents provided by the Owner to Architect shall be returned to the Owner. Architect is authorized by the Owner to retain copies of such data and materials at Architect's expense.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect shall not include federal, state, or local excise, sales or use taxes in prices offered, as the Owner is exempt from payment of such taxes.

§ 10.11 The Architect shall disclose any personal or private interest related to property or business within the Owner. Upon disclosure of any such personal or private interest, the Owner shall determine if the interest constitutes a conflict of interest. If the Owner determines that a conflict of interest exists, the Owner may treat such conflict of interest as a default and terminate this Agreement.

§ 10.12 Architect is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Architect to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Architect for all purposes. Architect shall make no representation that it is the employee of the Owner for any purpose.

§ 10.13 Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Owner shall not constitute a waiver of any of the other terms or obligation of this Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

n/a (n/a) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

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See Attachment A – Fee Proposal for Basic and Supplemental Services

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Attachment A – Fee Proposal for Basic and Supplemental Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See Attachment B- Hourly Billable Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0%), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

See Attachment B- Hourly Billable Rates

As the Architect is being compensated for the coordination of the Architect’s Consultants and Subconsultants, the Architect shall be responsible for fully coordinating the Instruments of Services between the Architect and all of the Architects consultants.

§ 11.5 Intentionally deleted.  
*(Table deleted)*

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 Intentionally deleted.

§ 11.6.1 Intentionally deleted.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Attachment B – Hourly Billable Rates

Employee or Category	Rate (\$0.00)
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**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All applicable taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred. Reimbursable expenses including mark-up shall be capped at a not-to-exceed amount of Twenty Four Thousand Dollars (\$24,000.00).

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

n/a

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of n/a ( \$ n/a ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of n/a ( \$ n/a ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made in proportion to services performed. Payments are due and payable upon Owner's approval of the Architect's invoice in whole or in part. All invoices, including Architect's verified payment request, shall be submitted by Architect to the Owner no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Architect fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Architect defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month. Amounts unpaid thirty ( 30 ) days after the invoice approval shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

6 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times within five (5) days of a request from the Owner.

*(Paragraphs deleted)*

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§ 11.10.2.4 In the event payment for services rendered has not been made within forty-five (45) days from the receipt and approval of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt and approval of the invoice for any uncontested billing, Architect may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Architect may terminate this Agreement. Upon receipt of payment in full for services rendered, Architect will continue with all authorized services.

§ 11.10.2.5 Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Owner) required by this Agreement have been turned over to and approved by the Owner and upon receipt by the Owner of Architect's certification that services required herein by Architect have been fully completed in accordance with this Agreement and all data and reports for the Project.

§ 11.10.2.6 The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

§ 11.10.2.7 By entering into this Agreement, Architect 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 the Agreement and that Architect 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 the Agreement.

§ 11.10.2.7.1 Architect shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Architect that the subcontractor or subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§ 11.10.2.7.2 Verification.

- .1 Architect 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 Architect shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Architect obtains actual knowledge that a subcontractor or subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Architect shall:
  - a. Notify the subcontractor or subconsultant and the Owner within three (3) days that Architect has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
  - b. Terminate the subcontract with the subcontractor or subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor or subconsultant does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Architect shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor or subconsultant provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

§ 11.10.2.7.3 Duty to Comply with Investigations. Architect 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 Architect is complying with the terms of this Agreement.

§ 11.10.2.7.4 If Architect does not currently employ any employees, Architect shall sign the NO Employee Affidavit attached hereto.

Init.

§ 11.10.2.7.5 If Architect wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Architect shall sign the Department Program Affidavit attached hereto.

## ARTICLE 12 SPECIAL TERMS AND CONDITONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the Owner not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Owner hereunder shall extend only to monies currently appropriated.

§ 12.2 Any notice or communication between Architect and the Owner which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Owner:  
City of Northglenn  
11701 Community Center Drive Northglenn,  
Colorado 80233-8061

The Architect:  
Anderson Mason Dale Architects, P.C  
3198 Speer Boulevard  
Denver Colorado 80211

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

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User Notes:

(1450342480)



- Attachment A – Fee Proposal for Basic and Supplemental Services
- Attachment B – Hourly Billable Rates
- Attachment C – Reimbursables
- Attachment D – Staffing Matrix
- Attachment E – Insurance Certificate (s)
- ~~Attachment F – NO Employee Affidavit~~ NA

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 Joey Carrasquillo, Principal, Vice President  
 \_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.  
/

ATTACHMENT A

CITY OF NORTHGLENN - CIVIC CENTER MASTER PLAN PHASE 2 (CITY HALL)  
 FEE PROPOSAL SUMMARY  
 4/8/2021

ITEM NO.	DESIGN DISCIPLINE	CONSULTANT NAME	SPACE NEEDS ASSESSMENT / PROGRAMMING / DUE DILIGENCE / ENTITLEMENT	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING & PERMIT	CONSTRUCTION ADMINISTRATION	TOTAL
1	Architectural/Interior Design	Anderson Mason Dale Architects	\$ 54,769	\$ 146,511	\$ 221,684	\$ 200,820	\$ 16,748	\$ 117,937	\$ 758,469
2	Civil Engineering	Martin Martin Consulting Engineers	\$ 18,500	\$ 16,200	\$ 47,300	\$ 39,800	\$ 2,500	\$ 10,800	\$ 135,100
3	Structural Engineering	KL&A	\$ -	\$ 12,000	\$ 27,500	\$ 45,000	\$ 2,500	\$ 23,000	\$ 110,000
4	Mechanical, Plumbing Engineering	The Ballard Group	\$ -	\$ 15,876	\$ 32,810	\$ 42,336	\$ 2,117	\$ 12,701	\$ 105,840
5	Electrical Engineering; Lighting Design	AE Design	\$ -	\$ 9,180	\$ 39,420	\$ 34,380	\$ 450	\$ 14,220	\$ 97,650
6	Graphics, Wayfinding	TaCito Design	\$ -	\$ 2,500	\$ 12,000	\$ 15,875	\$ 500	\$ 5,000	\$ 35,875
7	Code Consultant	by AMD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Acoustical Consultant	Wave Engineering	\$ -	\$ -	\$ 2,500	\$ 5,000	\$ -	\$ -	\$ 7,500
9	Low Voltage (see Alternate #2 below)	AE Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Furniture Design	by AMD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Landscape Architect/Design	MIG	\$ 9,772	\$ 16,614	\$ 14,309	\$ 15,919	\$ 5,055	\$ 9,119	\$ 70,788
12	Survey (for required Plats, initial and final)	Martin Martin Consulting Engineers	\$ 6,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,200
13	Subsurface Utility Engineering	Utility Mapping Services, Inc.	\$ 20,755	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,755
14	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	<b>SUBTOTAL DESIGN</b>		<b>\$ 109,996</b>	<b>\$ 218,881</b>	<b>\$ 397,523</b>	<b>\$ 399,130</b>	<b>\$ 29,870</b>	<b>\$ 192,777</b>	<b>\$ 1,348,177</b>
17	Reimbursable Expenses	Detail included in Attachment "C"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	<b>TOTAL DESIGN COSTS</b>		<b>\$ 109,996</b>	<b>\$ 218,881</b>	<b>\$ 397,523</b>	<b>\$ 399,130</b>	<b>\$ 29,870</b>	<b>\$ 192,777</b>	<b>\$ 1,348,177</b>

19	<b>Alternate #1: Revise on-site visits from every other week to every week during the Construction Administration Phase (add service).</b>							\$ 58,200
20	<b>Alternate #2: Revise base scope of services to include 4.1.1.21 Telecommunications/data design and 4.1.1.22 Security evaluation and planning/design (add service). Please note the security vendor must be certified/licensed for AMAG Symetry Access Control System.</b>							\$ 83,360

Percent Mark-up on Subconsultants included above is:	6.0%
--	------

NOTES:

1	The Owner is looking for a complete design, therefore include additional consultants that you require for this project.
2	Identify Architect's mark-up on their subconsultants above. The Design Consultant is responsible for providing fully coordinated design documents for this mark-up.
3	Provide a specific separate budget for reimbursable expenses (as Attachment "C").
4	Within Contractor Selection category, include time required to assist the Owner in selecting a contractor through a CM/GC format. Also allow time for assisting with the selection of major subcontractors.
5	This design fee shall be all inclusive as determined to provide complete design services resulting in a GMP within the Owner's Approved Budget.
6	If you have not finalized the selection of the design consultants in a given category please list multiple firms that you are considering.

ATTACHMENT B

**CITY OF NORTHGLENN - CIVIC CENTER MASTER PLAN PHASE 2 (CITY HALL)**

**BILLABLE RATES**

4/8/2021

ITEM NO.	FIRM NAME	TITLE	INDIVIDUAL NAMES	HOURLY BILLABLE RATE
1	Anderson Mason Dale Architects	Principal	David Pfeifer	\$ 287
2		Principal	Joey Carrasquillo	\$ 287
3		Principal	Gillian Johnson	\$ 287
4		Project Manager	Stephan Hall	\$ 192
5		Project Architect	Ryan Lutz	\$ 172
6		Interior Designer	TBD	\$ 133
7				
8	Martin Martin Consulting Engineers	Principal	Patsy Sullivan	\$ 220
9		Project Manager	Donald Weber	\$ 195
10		Senior Project Engineer	TBD	\$ 180
11		Project Engineer	TBD	\$ 155
12				
13	MIG	Principal	Jay Renkens	\$ 250
14		Project Manager	Paul Kuhn	\$ 155
15		Landscape Architect	Chad Caletka	\$ 125
16		Landscape Associate	Evan Lanning	\$ 95
17				
18	KL&A	Principal	Jeff Myers	\$ 190
19		Project Manager/EOR	John Jucha	\$ 160
20		Project Engineer	TBD	\$ 130
21				
22	The Ballard Group	Principal	Peter Failla	\$ 190
23		Principal	Tim Harris	\$ 190
24		Senior Project Engineer	TBD	\$ 140
25		Project Engineer	TBD	\$ 125
26				
27	AE Design	Principal	Jon Brooks	\$ 195
28		Project Manager	Bryan Jass	\$ 175
29		Project Engineer	TBD	\$ 150
30		Lighting Design	Addie Smith	\$ 140
31		Technology Systems Engineer	Donaven Pierce	\$ 140
32				
33	Wave Engineering	Principal Engineer	Jeff Kwolekowski	\$ 175
34				
35	TaCito Design	Principal Designer	Bob Gnaegy	\$ 175
36				
37	Utily Mapping Services, Inc.	Principal Engineer	Philip Meis	\$ 149
38		Project Manager	Cameron Greer	\$ 141
39		Senior Engineer	TBD	\$ 149
40		Project Engineer	TBD	\$ 112
41		Staff Engineer	TBD	\$ 114
42		Field Ops Manager	TBD	\$ 114
43		Field Specialist	TBD	\$ 103
44				

**NOTES:**

1	List all Architect Staff and all subconsultants.
2	Add additional rows as required.
3	State any possible adjustments to rates that may apply for the duration of this project.
4	It is understood that you will plan your work effort in a manner that overtime rates will not apply.

**Attachment C**

**CITY OF NORTHGLENN - CIVIC CENTER MASTER PLAN PHASE 2 (CITY HALL)**

**Reimbursable Expenses**

**4/8/2021**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Program, Space Needs Report	1	sum NTE	\$ 1,000.00	\$ 1,000.00
2	Schematic Design Drawings, Report	1	sum NTE	\$ 2,500.00	\$ 2,500.00
3	Design Development Dwgs, Specs	1	sum NTE	\$ 5,500.00	\$ 5,500.00
4	Construction Documents Dwgs, Specs	1	sum NTE	\$ 8,000.00	\$ 8,000.00
5	Permitting Sets (CDs, SDP)	1	sum NTE	\$ 2,500.00	\$ 2,500.00
6	Construction Administration Dwgs, Sp	1	sum NTE	\$ 1,500.00	\$ 1,500.00
7				\$ -	\$ -
8	Travel (Mileage; Parking)	1	sum NTE	\$ -	\$ -
9	Program, Space Needs	1	sum NTE	\$ 200.00	\$ 200.00
10	Schematic Design	1	sum NTE	\$ 300.00	\$ 300.00
11	Design Development	1	sum NTE	\$ 400.00	\$ 400.00
12	Construction Documents	1	sum NTE	\$ 500.00	\$ 500.00
13	Construction Administration	1	sum NTE	\$ 1,600.00	\$ 1,600.00
14				\$ -	\$ -
15				\$ -	\$ -
16				\$ -	\$ -
17				\$ -	\$ -
18				\$ -	\$ -
19				\$ -	\$ -
20				\$ -	\$ -
21				\$ -	\$ -
22				\$ -	\$ -
23				\$ -	\$ -
24				\$ -	\$ -
25				\$ -	\$ -
26				\$ -	\$ -
27				\$ -	\$ -
28				\$ -	\$ -
<b>29</b>	<b>TOTAL REIMBURSABLE EXPENSES</b>				<b>\$ 24,000.00</b>

	<b>NOTES:</b>
1	Provide all anticipated Reimbursable Expenses.
2	Add additional rows as required.
3	Assume that you will provide copies of comprehensive design documents for the Owner and General
4	Note that these expenses will be contracted at actual costs with a not-to-exceed amount.

ATTACHMENT D

CITY OF NORTHGLENN - CIVIC CENTER MASTER PLAN PHASE 2 (CITY HALL)  
STAFF TIME ALLOCATION  
4/8/2021

ITEM NO.	STAFF POSITION	INDIVIDUAL	YEARS OF EXPERIENCE	PROGRAM/SPACE NEEDS/SUE/ENTITLEMENTS	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING & PERMIT	CONSTRUCTION ADMINISTRATION
<b>ARCHITECTURE</b>									
1	Principal	David Pfeifer	29	10%	20%	15%	5%	0%	0%
2	Principal	Joey Carrasquillo	30	25%	35%	25%	15%	5%	5%
3	Principal	Gillian Johnson	25	25%	20%	20%	10%	0%	0%
4	Project Manager	Stephan Hall	10	50%	75%	75%	75%	25%	25%
5	Project Architect	Ryan Lutz	23	0%	50%	100%	100%	50%	50%
6	Interior Design	TBD	8-10	0%	10%	25%	35%	0%	5%
<b>STRUCTURAL</b>									
1	Structural Engineer - Principal	Jeff Myers	20	0%	15%	15%	15%	0%	0%
2	Structural Engineer - Project Manager/EOR	John Jucha	10	0%	25%	35%	35%	5%	10%
3	Structural Engineer - Project Engineer	TBD	8-10	0%	25%	50%	50%	15%	25%
<b>MECHANICAL</b>									
1	Mechanical Engineer - Principal	Peter Failla	17	0%	15%	15%	15%	0%	0%
2	Mechanical Engineer - Project Manager	TBD	8-10	0%	25%	35%	35%	5%	10%
3	Mechanical Engineer - Project Engineer	TBD	8-10	0%	25%	50%	50%	15%	25%
<b>PLUMBING</b>									
1	Plumbing Engineer - Principal	Tim Harris	40	0%	15%	15%	15%	0%	0%
2	Plumbing Engineer - Project Engineer	TBD	8-10	0%	25%	50%	50%	15%	25%
3	-			0%	0%	0%	0%	0%	0%
<b>ELECTRICAL</b>									
1	Electrical Engineer - Principal	Jon Brooks	25	0%	15%	15%	15%	0%	0%
2	Electrical Engineer - Project Manager	Bryan Jass	19	0%	25%	35%	35%	5%	10%
3	Electrical Engineer - Project Engineer	TBD	5-10	0%	25%	50%	50%	15%	25%
4	Electrical Engineer - Lighting Design	Addie Smith	10	0%	25%	50%	50%	15%	25%
5	Electrical Engineer - Technology Systems	Donaven Pierce	10	0%	25%	50%	50%	15%	25%
<b>CIVIL</b>									
1	Civil Engineer - Principal	Patsy Sullivan	29	0%	15%	15%	15%	0%	0%
2	Civil Engineer - Project Manager	Donald Weber	18	0%	25%	35%	35%	5%	10%
3	Civil Engineer - Project Engineer	TBD		0%	25%	50%	50%	15%	25%
<b>LANDSCAPE</b>									
1	Landscape - Principal	Jay Renkens	17	10%	10%	10%	5%	0%	0%
2	Landscape - Project Manager	Paul Kuhn	39	25%	25%	35%	35%	5%	10%
3	Landscape - Architect	Chad Caletka	9	25%	25%	50%	50%	15%	25%
4	Landscape - Associate	Evan Lanning	4	25%	25%	50%	50%	15%	25%
5	-			0%	0%	0%	0%	0%	0%
<b>SUBSURFACE UTILITIES</b>									
1	SUE - Principal	Philip Meis	25	2%	0%	0%	0%	0%	0%
2	SUE - Project Manager	Cameron Greer	14	10%	0%	0%	0%	0%	0%
3	SUE - Senior Engineer	TBD	5-10	2%	0%	0%	0%	0%	0%
4	SUE - Project Engineer	TBD	5-10	2%	0%	0%	0%	0%	0%
5	SUE - Staff Engineer	TBD	5-10	18%	0%	0%	0%	0%	0%
6	SUE - Field Ops Manager	TBD	5-10	25%	0%	0%	0%	0%	0%
7	SUE - Field Specialist	TBD	5-10	20%	0%	0%	0%	0%	0%
8	-			0%	0%	0%	0%	0%	0%
<b>OTHER DESIGN CONSULTANTS</b>									
1	Acoustical Engineer - Principal	Jeff Kwoolkowski	30	0%	0%	15%	20%	0%	0%
2	Graphics / Wayfinding - Principal	Bob Gnaegy	37	0%	5%	15%	25%	5%	15%

NOTES:

- The Owner wants to understand the involvement for each of the proposed team members from the design team throughout each key phase of the project.
- Include the staff title and breakdown % commitment of each member of staff that shall be on the project for each design phase of the project.
- Included additional design consultants for your team at the bottom of the form under "Other Design Consultants".
- There should not be a total % for each phase by firm or discipline.
- The % commitment of each member of staff should be relative to their overall workload, not relative to the collective effort required by the firm to accomplish each phase.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2021

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> <b>State Farm</b> STATE FARM INSURANCE OYLER INSURANCE AGENCY INC 1621 W CANAL CIR, STE 121 LITTLETON, CO 80120	<b>CONTACT NAME:</b> JULIE BARNES <b>PHONE (A/C, No, Ext):</b> 303-730-1110 <b>E-MAIL ADDRESS:</b> JULIE@BRUCEOYLER.NET	<b>FAX (A/C, No):</b> 303-730-3203
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ANDERSON MASON DALE PC 3198 N SPEER BLVD DENVER, CO 80211	<b>INSURER A:</b> State Farm Fire and Casualty Company	<b>NAIC #</b> 25143
	<b>INSURER B:</b> State Farm Mutual Automobile Insurance Company	<b>NAIC #</b> 25178
	<b>INSURER C:</b>	<input type="checkbox"/>
	<b>INSURER D:</b>	<input type="checkbox"/>
	<b>INSURER E:</b>	<input type="checkbox"/>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>NON-OWNED</b> <input checked="" type="checkbox"/> <b>HIRED AUTO</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		96-BH-W474-8	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		494 0003-B11-06	04/01/2021	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$
				078 0658-D01-06	04/01/2021	10/01/2021	BODILY INJURY (Per person) \$ 1,000,000
				081 9792-D01-06	04/01/2021	10/01/2021	BODILY INJURY (Per accident) \$ 1,000,000
				164 5635-D01-06	04/01/2021	10/01/2021	PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			96-BH-X877-5	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
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	N/A	96-C8-K914-0	04/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	ENOL			400 5374-D01-06	04/01/2021	10/01/2021	LIABILITY \$1MM SPLIT LIMIT

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

Project name: NGCC Phase II (City Hall)

Project number:

The City of Northglenn and the City of Northglenn's officers, volunteers and employees are listed as additional insureds.

**CERTIFICATE HOLDER**

City Of Northglenn, State of Colorado  
 11701 Community Center Dr  
 Northglenn, CO 80233-8061

**CANCELLATION**

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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.

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.

PRODUCER: PUI Agency of Colorado, Inc. CONTACT NAME: Cindy L. King. INSURER(S) AFFORDING COVERAGE: Everest National Insurance Co. NAIC #: 10120.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE GCC Phase II - City Hall The City of Northglenn and the City of Northglenn's officers, volunteers and employees as additional insured in regard to General, Auto, & Umbrella Liability.

CERTIFICATE HOLDER: City of Northglenn, State of Colorado. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.