



**FOURTH AMENDMENT TO THE
TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Recreation Feasibility Study – Design Development and Construction Documents)**

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (“Contractor”).

RECITALS:

- I. The Town and Contractor are parties to an Agreement, dated September 4, 2020, a First Amendment to same, dated March 30, 2021, a Second Amendment to same, dated July 11, 2022, and a Third Amendment to same, dated October 18, 2022 (collectively, the “Agreement”), and attached as ***Exhibit A-3***.
- II. The Town and the Contractor wish to extend the completion date of the Agreement, increase the cost, and add Services.
- III. The Town and Contractor wish to memorialize this change in this Fourth Amendment to the Agreement (“Fourth Amendment”).

TERMS:

1. **Amendment.** Section 1 of the Agreement is amended to include an additional scope of services, attached hereto as ***Exhibit B-3***.
2. **Amendment.** Section 2 of the Agreement is amended to add \$2,557,366.00 of funds to the Agreement, as reflected in ***Exhibit B-3***, for a total not to exceed amount of \$3,190,285.00.
3. **Amendment.** Section 3 of the Agreement is amended to extend the completion date of the Agreement to January 31, 2024.
4. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

Attached Exhibits:

Exhibit A-3 to Fourth Amendment Agreement – AGREEMENT AND PAST AMENDMENTS

Exhibit B-3 to Fourth Amendment Agreement – ADDITIONAL SCOPE OF SERVICES

[SIGNATURE BLOCK TO FOLLOW]



ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

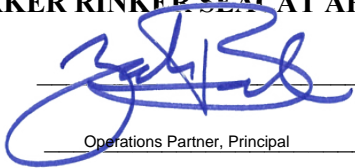
Jeff Brauer, Director of Parks & Recreation

CONTRACTOR:

BARKER RINKER SEACAT ARCHITECTURE, P.C.

By: _____

Its: _____



Operations Partner, Principal



**THIRD AMENDMENT TO THE
TOWN OF CASTLE ROCK
SERVICE AGREEMENT
(Recreation Feasibility Study – Schematic Design)**

DATE:

October 18, 2022

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (“Contractor”).

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), dated September 4, 2020 (the “Agreement”), the First Amendment to same, dated March 30, 2021, and the Second Amendment to same, dated July 11, 2022, all attached as **Exhibit AA**.
- B. The Town and the Contractor seek to add services, extend the completion date, and increase the project funds by \$576,650.00 for a total cumulative amount not to exceed \$632,919.00.
- C. The Town and Contractor wish to memorialize these changes in this Third Amendment to the Agreement (“Third Amendment Agreement”).

TERMS:

Section 1. Amendment. Section 1 of the Agreement is amended to read as follows:

Section 1. Scope of Services. Contractor shall provide professional consulting services as described in Contractor’s proposal attached as **Exhibit 1** and **Exhibit 2** to the Agreement and the First Renewal Agreement, **Exhibit B-1** to the Second Amendment Agreement, and **Exhibit BB** to the Third Amendment Agreement (“Services”).

Section 2. Amendment. Section 2 of the Agreement is amended to read as follows:

Section 2. Payment. Contractor shall invoice the Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in **Exhibit 1** and **Exhibit 2** to the Agreement and the First Renewal Agreement, **Exhibit B-1** to the Second Amendment Agreement, and **Exhibit BB** to the Third Amendment Agreement. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed \$632,919.00, unless authorized in writing by the Town.



Section 3. Amendment. Section 3 of the Agreement is amended to read as follows:

Section 3. Completion. Contractor shall commence the Services upon execution of this Agreement and complete the Services by December 31, 2023. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination.

The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 4. Amendment. Section 9 of the Agreement is amended to read as follows:

Section 9. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any losses, damages, liability, or court awards including reasonable attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 5. Amendment. Section 10 of the Agreement is amended to read as follows:

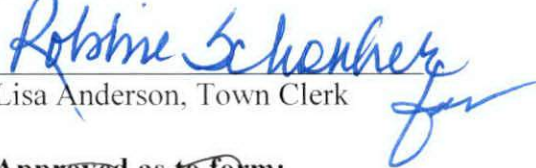
Section 10. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, pandemics, or other causes, similar or dissimilar, which are beyond the control of such party.



Section 6. Certificate of Insurance. Contractor's updated Certification of Insurance is attached as *Exhibit CC*.

Section 7. Ratification. In all other respects, the Agreement shall remain in full force and effect.

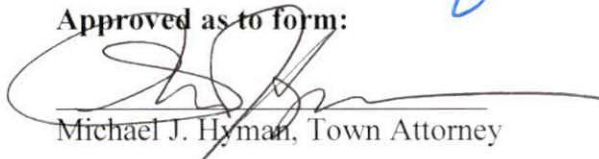
ATTEST:


Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK


Jason Gray, Mayor

Approved as to form:


Michael J. Hyman, Town Attorney

Approved as to content:


Jeff Brauer, Director of Parks & Recreation

BAKER RINKER SEACAT ARCHITECTURE, P.C.

By: 
Its: BRS - Operations Partner, Principal





EXHIBIT AA to Third Amendment Agreement

SECOND AMENDMENT TO THE TOWN OF CASTLE ROCK SERVICE AGREEMENT (Recreation Feasibility Study)

DATE: 7/11/2022 | 12:12 PM MDT _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (“Contractor”).

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), dated September 4, 2020 (the “Agreement”) and the First Amendment to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), both attached as ***Exhibit A-1***.
- B. The Town and the Contractor seek to increase the project funds by \$6,390.00 for a total cumulative amount not to exceed \$56,269.00.
- D. The Town and Contractor wish to memorialize these changes in this Second Amendment to the Agreement (“Second Amendment Agreement”).

TERMS:

Section 1. Amendment. Section 1 of the Agreement is amended to read as follows:

Section 1. Scope of Services. Contractor shall provide professional consulting services related to the Town of Castle Rock Recreation Feasibility Study as described in Contractor’s proposal attached as ***Exhibit 1*** and ***Exhibit 2*** to the Agreement, the First Renewal Agreement, and ***Exhibit B-1*** to the Second Amendment Agreement (“Services”).

Section 2. Amendment. Section 2 of the Agreement is amended to read as follows:

Section 2. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1*** and ***Exhibit 2*** to the Agreement, the First Renewal Agreement, and ***Exhibit B-1*** to the Second Amendment Agreement. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed \$56,269.00, unless authorized in writing by Town.



Section 3. Ratification. In all other respects, the Agreement shall remain in full force and effect.

ATTEST:

DocuSigned by:

Lisa Anderson

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Lisa Anderson, Town Clerk

DS



TOWN OF CASTLE ROCK

DocuSigned by:

David L. Corliss

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David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:

Michael J. Hyman

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Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:

Jeff Brauer

C2023CB0DAFF460...

Jeff Brauer, Director of Park and Recreation

BARKER RINKER SEACAT ARCHITECTURE, P.C.

By:

[Signature]

Its:

BRS - Principal in Charge

EXHIBIT A-1 to Second Amendment Agreement

**FIRST AMENDMENT TO THE
TOWN OF CASTLE ROCK
SERVICE AGREEMENT
(Recreation Feasibility Study)**

DATE: *Nunc pro tunc* March 30, 2021

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

BARKER RINKER SEACAT ARCHITECTURE, P.C., a Colorado corporation, 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (“Contractor”).

RECITALS:

- A. The Town and Contractor are parties to the Town of Castle Rock Services Agreement (Recreation Feasibility Study), dated September 4, 2020 (the “Agreement”), and attached as *Exhibit A*.
- B. The Town and the Contractor seek to extend the duration of the Agreement to March 30, 2023.
- C. The Town and Contractor wish to re-allocate the unbilled contract fee original assigned for a public survey task and market analysis to an additional conceptual design task.
- D. The Town and Contractor wish to memorialize these changes in this First Amendment to the Agreement (“Amendment Agreement”).

TERMS:

Section 1. Amendment. Section 3 of the Agreement is amended to read as follows:

Section 3. Completion. Contractor shall commence the Services upon execution of this Agreement and complete the Services by March 30, 2023. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination.



The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 2. Amendment. *Exhibits 1 and 2* of the Agreement are amended to include the following additional fee and scope:

DESCRIPTION

All A/E services required to complete this ASP shall be Additional Services in accordance with the Owner/Architect Agreement, and are summarized as follows:

Scope of Services: The Client has requested that BRS provided continued development of the Feasibility Study concept design based on the selected Acme Brick site and the potential partnership between the Town and Confluence Companies' development on this selected site.

BRS is proposing to adjust the unbilled contract fee originally assigned for a Public Survey Task and Market Analysis Task to an additional conceptual design Task. The Net contract amount of \$49,879 will not change. The allocation of unbilled funds will shift to BRS scope to continue work with Confluence Companies in further refinement of the conceptual design.

Feasibility Study

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Basic Services					
Work Period 1 & Workshop 1	9,430.00	100.00	9,430.00	9,430.00	0.00
Work Period 2 & Workshop 2	11,310.00	100.00	11,310.00	11,310.00	0.00
Work Period 3 & Workshop 3	9,150.00	100.00	9,150.00	9,150.00	0.00
Work Period 4 & Study Presentation	3,715.00	100.00	3,715.00	3,715.00	0.00
Work Period 5 & Final Report	1,815.00	100.00	1,815.00	1,815.00	0.00
Market & Operational Analysis	2,500.00	100.00	2,500.00	2,500.00	0.00
Updated Concept Design with Proposed Site	12,159.00	0.00	0.00	0.00	0.00
Subtotal	49,879.00	75.62	37,720.00	37,720.00	0.00
Total	49,879.00	75.62	37,720.00	37,720.00	0.00

Section 3. Certificate of Insurance. Contractor's Certification of Insurance for the 2022 year is attached as *Exhibit B*.

Section 4. Ratification. In all other respects, the Agreement shall remain in full force and effect.

ATTEST:

TOWN OF CASTLE ROCK



Lisa Anderson

Lisa Anderson, Town Clerk

David L. Corliss

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

DocuSigned by:

Michael J. Hyman

Michael J. Hyman, Town Attorney

DocuSigned by:

Jeff Brauer

Jeff Brauer, Director Parks and Recreation



BARKER RINKER SEACAT ARCHITECTURE, P.C.

By: _____

Its: _____

Operations Partner, Principal

EXHIBIT A to Amendment Agreement

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Recreation Feasibility Study)**

DATE: September 4, 2020.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

Barker Rinker Seacat Architecture, 3457 Ringsby Court, Unit 200 Denver, CO 80216 (“Contractor”).

RECITALS:

- A. The Town issued a Request for Proposals from qualified contractors with expertise in Architectural services.
- B. Contractor timely submitted its proposal.
- C. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Contractor shall provide professional consulting services related to the Town of Castle Rock Recreation Feasibility Study as described in Contractor’s proposal attached as ***Exhibit 1 and Exhibit 2*** (“Services”).

Section 2. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed \$49,879, unless authorized in writing by Town.

Section 3. Completion. Contractor shall commence the Services upon execution of this agreement and complete the Services by March 31, 2021. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. In addition, this Agreement shall terminate December 31, 2020 in the event funds to support payment under the Agreement are not appropriated for calendar year 2021. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination.

Section 4. Subcontractors. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Services. Contractor will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 5. Assignment. This Agreement shall not be assigned by Contractor without the written consent of the Town.

Section 6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 7. Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Contractor is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

Section 8. Insurance. Contractor agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other 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 accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

E. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$387,000 per person, per occurrence, \$1,093,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 9. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 10. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 11. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be

affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 13. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 14. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

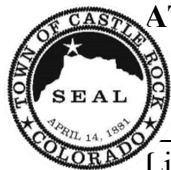
Section 15. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 17. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 18. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DS

**ATTEST:**

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9/8/2020 | 9:14 AM MDT

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Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:

9/8/2020 | 9:07 AM MDT

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David Corliss, Town Manager

Approved as to form:

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9/4/2020 | 1:36 PM MDT

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Michael J. Hyman, Town Attorney

DocuSigned by:

9/4/2020 | 1:08 PM MDT

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Jeff Brauer, Director of Parks and Recreation

CONTRACTOR:**Barker Rinker Seacat Architecture**

By:

Craig Bouck, Partner, Principal

EXHIBIT 1 - FEE PROPOSAL SUMMARY

Recreation Center Fee Proposal

Scope of Work Task	BRS PIC - Zach	BRS PM - Craig	BRS Designer - Dedy Rusli	Ballard King	National Research Center	Cost
	Hours by Role					
	\$ 230	\$ 230	\$ 140	\$ 175	\$7,965	
Public Process						
Three public meetings & Prep	9.5	13	3			\$ 5,595
Three stakeholder meetings & Prep	16.75	12.75		4		\$ 7,485
Develop purpose and goals	4	5				\$ 2,070
Develop project schedule	4.5	1.25				\$ 1,323
Market Analysis						
Service area identification				1		\$ 175
Incorporate Castle Rock demographic information and community profile				6		\$ 1,050
Complete a random statistically valid survey (single phase)					(lump sum)	\$7,965
Provide a competitive market analysis				4		\$ 700
Provide a market segment determination and analysis				1		\$ 175
Programming						
Review existing facilities, programs and services	8.25	4	0.5			\$ 2,888
Gather information about desired recreation activities and amenities	4	3.5				\$ 1,725
Develop programming concept design ideas based upon Owner’s needs and community input / community demand	9	3				\$ 2,760
Conceptual layout						
Provide a spatial relationship for program elements	4.5	3.5	22			\$ 4,920
Create phasing options	0.5	0.5	6			\$ 1,070
Cost Estimate						
Provide all site costs including FF&E estimate and start-up costs	4	1	0.5			\$ 1,220
Provide a detailed cost estimate	5	1				\$ 1,380
Operational Analysis						
Complete attendance estimates				2		\$ 350
Develop fee structure				4		\$ 700
Provide revenue projections				5		\$ 875
Provide operations and maintenance projections				5		\$ 875
Revenue and expense Pro Forma				2.25		\$ 394
Review current operations of existing recreation facilities and analyze potential joint pass pricing.				3		\$ 525
Final Reporting						
Compile all survey information and develop presentable results	2					\$ 460
Final report including interpretation of all data including executive summary	7	1.5	6			\$ 2,795
Business plan including phasing opportunities and conceptual layouts	1			1		\$ 405
Total Cost	\$ 18,400	\$ 11,500	\$ 5,320	\$ 6,694	\$ 7,965	\$ 49,879
Please note: all reimbursable expenses (travel, meals, in-housing printing) are included within the total fee	80	50	38	38.25	(lump sum)	

EXHIBIT 2

Purpose: Assist the Town of Castle Rock with program development and prioritization, phasing, needs assessment, market research and financial Pro Forma of a new indoor recreation facility. This third recreation center will focus on the needs of competitive youth and active adults. Primary building components to include a competitive natatorium, multi-court gymnasium and track, fitness areas and meeting rooms. Potential future additions to be considered include an ice rink, multi-use indoor fields and 6 courts of indoor tennis.



Participant Legend: TCR: Town of Castle Rock
BRS: Barker Rinker Seacat Architecture
BK: Ballard King | Operational & Market Analysis Consultant
NRC: National Research Center | Statistically Valid Survey Consultant

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EXHIBIT B to Amendment Agreement

CERTIFICATE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="815 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1443 426 1568 451">NAIC #</th> </tr> <tr> <td data-bbox="815 455 1437 478">INSURER A : Hartford Casualty Insurance Company</td> <td data-bbox="1443 455 1568 478">29424</td> </tr> <tr> <td data-bbox="815 483 1437 506">INSURER B : Hartford Ins Co of the Midwest</td> <td data-bbox="1443 483 1568 506">37478</td> </tr> <tr> <td data-bbox="815 510 1437 533">INSURER C : Travelers Casualty & Surety Co. of Amer</td> <td data-bbox="1443 510 1568 533">31194</td> </tr> <tr> <td data-bbox="815 537 1437 560">INSURER D :</td> <td data-bbox="1443 537 1568 560"></td> </tr> <tr> <td data-bbox="815 564 1437 588">INSURER E :</td> <td data-bbox="1443 564 1568 588"></td> </tr> <tr> <td data-bbox="815 592 1437 615">INSURER F :</td> <td data-bbox="1443 592 1568 615"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Ins Co of the Midwest	37478	INSURER C : Travelers Casualty & Surety Co. of Amer	31194	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Barker Rinker Seacat Architecture, P.C. 3457 Ringsby Court, Unit 200 Denver, CO 80216															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	34SBWIJ5524	08/20/2020	08/20/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34SBWIJ5524	08/20/2020	08/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X	X	34SBWIJ5524	08/20/2020	08/20/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WECID3380	08/20/2020	08/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			106355450	08/20/2020	08/20/2021	\$2,000,000 per claim \$3,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock Parks and Recreation Department
 Attn: Jeff Smullen
 1375 W. Plum Creek Parkway
 Castle Rock, CO 80109

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





EXHIBIT B-1 to Second Amendment Agreement

SERVICES AND FEE SCHEDULE

Contractor shall complete the following additional Services for the Town:

DESCRIPTION

All A/E services required to complete this ASP shall be Additional Services in accordance with the Owner/Architect Agreement, and are summarized as follows:

Scope of Services: This additional service request it to provide the following services not originally covered in the initial proposal.

1. Provide additional revisions to the "Draft" feasibility report further incorporating concept design changes related to incorporation of the facility into the Acme Development site in addition to revisions to the financing options, executive summary and section headings. – 25.5 hours spent (\$2,940)
2. Provide ongoing attendance at the Confluence Builders Development Team weekly meetings, including coordination and design integration input at subsequent meetings (8 weeks: May through June). – 10 hours (\$2,300)
3. Attend public input session / presentation on June 14th in Castle Rock, including prep. and travel. – 5 hours (\$1,150)

SERVICE FEES	FEE	NOTES	SCHEDULE	
Barker Rinker Seacat Architecture	\$6,390		Start	5/1/2022
			End	7/1/2022
TOTAL	\$ 6,390		Duration	
Reimbursable Expenses	\$0.00			



EXHIBIT BB to Third Amendment Agreement



**BARKER
RINKER
SEACAT**
ARCHITECTURE

Mr. Jeff Smullen
Assistant Director
Town of Castle Rock, Parks & Recreation Department
1375 W. Plum Creek Parkway
Castle Rock, Colorado 80109

Subject: Castle Rock Recreation Center Architectural/ Engineering (A/E) Schematic Design Proposal
Date: July 18th, 2022

Dear Jeff:

We are pleased to submit our proposal for the Castle Rock Recreation Center as currently planned within the "Old Acme Brick Plant" site. As requested, the following proposal is for Design Services for the Schematic Design (SD) phase of the Recreation Center, and surrounding site work, including integration and coordination with the ongoing development of the site Master Plan. Please refer to the following exhibits within our proposal for further detail.

- **Exhibit B – Project Scope Description:** The project history, delivery process and sub-consultant's scope of work are identified within the narrative scope description.
- **Exhibit C – Concept Drawings & Program:** The scope of work and design fees are based on the conceptual building plan, site plan & locations of the project.
- **Exhibit D – Project Schedule:** Due to the potential nature of shifting contractual agreements at the completion of the Schematic Design (SD) Phase have estimated a 16-week SD schedule to fully develop the design intent and confirm the construction budget. This extended SD schedule will allow for all elements of the project design scope to be fully explored and budgeted based on alignment of the established Parks & Rec. Department goals.
- **Exhibit E – Fee & Reimbursable Summary:** We propose a total fee of \$567,500.00 for the identified scope of work which is broken out by phase. This fee includes complete schematic design service for Phase 1 & 2 of the conceptual plan. Excluded in our fee are design services for Civil Engineering, Site Survey, Geotechnical Analysis and other non-traditional disciplines not indicated. We have included an estimate reimbursable budget of \$9,150.00 to cover expenses during the schematic design phase. All expenses would be invoiced as occurred.
- **Exhibit F – 2022 Hourly Rates Sheet:** Our fee proposal is based on a fixed fee amount as noted within Exhibit E. Upon approval of a final contract, we will invoice the Town monthly on a percent complete basis of the phase completed work. Should the scope of work deviate significantly, we will notify the Town of this change and requested work. Should the scope of work deviate significantly, we will notify the Town of this change and request in writing an adjustment to the fixed fee amount based on the attached standard hourly rates.

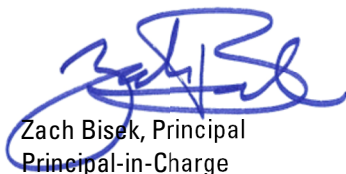
We look forward to continuing work with the Town of Castle Rock again on the next phase of this exciting project. Please contact us with any questions.

Respectfully Submitted,

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216
303.455.1366

DALLAS
129 S. MAIN ST.
UNIT 230
GRAPEVINE, TX 76051
817.527.6880

BRSEARCH.COM


Zach Bisek, Principal
Principal-in-Charge

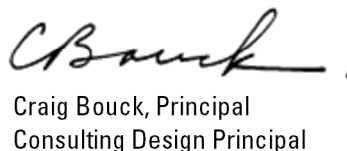

Craig Bouck, Principal
Consulting Design Principal

Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



All:

The following information and associated project Exhibits will be the basis of the scope of work.

The Town of Castle Rock, CO is currently in negotiations with Confluence Companies (private developer) to partner on a (P3) public, private partnership agreement for development of the next Recreation Center in the Town of Castle Rock. In preparation for the Town Council's approval of this partnership, Barker Rinker Seacat Architecture (BRS) has been asked to provide a proposal for Design Services. BRS will serve the project as architect-of-record and design architect. BRS will hold the prime agreement with the Town of Castle Rock for the (SD) Schematic Design phase, and sub-consultant agreements with all team members shown below. Future phases of work may be contracted directly through Confluence Company and not through the Town, which will be determined at a later date. Please note as we are still in the negotiating phase with the Town of Castle Rock and Confluence Companies; and will inform our consulting team of any updates regarding our contracting methods or project delivery status.

Attached for your reference are the following documents

- Exhibit C - Conceptual Design & Facility Program
- Exhibit D - Project Schedule

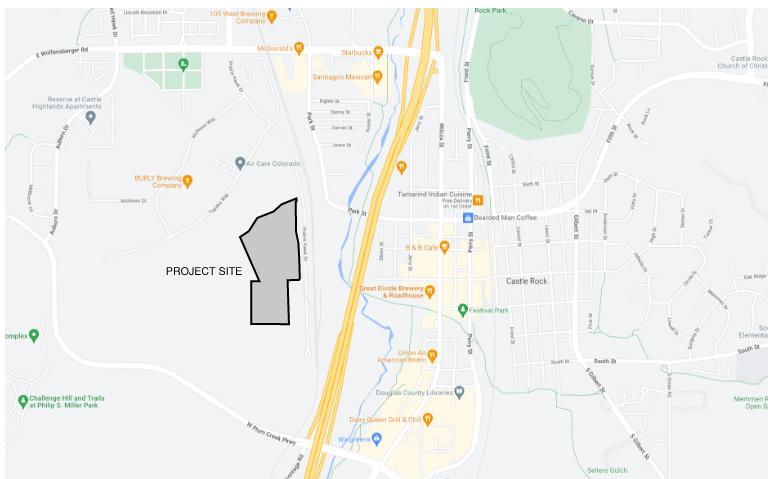
Project Description

The conceptual design of the facility includes a phase 1 building of approximately 132,000 SF, with a potential phase 2 of an additional 50,000 SF. The overall project site for the recreation center includes a site of 10 acres.

This facility will be the 3rd public recreation center in the Town of Castle Rock. This facility goal is to provide a competitive league and tournament facility drawing from beyond the local Castle Rock market, in addition to providing some core recreational and community amenities which are underserved within the community. The design intent of the facility is to both serve the local residents as well as support a more regional competitive drawn for active youth and young adults.

The town of Castle Rock is short on land that could support a facility of this nature. An RFQ was issued by the Town to consider a P3 agreement in which another developer would be interested in partnering with the Town to provide the land for an anchor tenant (Recreation Center) within their new commercial development.

Confluence Companies responded to the RFQ and was selected as the preferred option for the Town. Confluence Companies purchased the old Acme Brick plant site in Castle Rock just west of I-70 and north of Plum Creek Parkway. The current proposal from Confluence Companies is to provide 10 acres of land within the Acme development for use by the Town of Castle Rock to develop this new Recreation Center.



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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



RECREATION SPACES

The facility program includes a minimum 4 tournament hard court surfaces with an additional 2 planned for a future phase. A recreational hard-court surface would also be planned for daily use by the community. A large open weights and fitness space will be included along with 2-4 individual group fitness and aerobics rooms. The facility will also include a large public event space, multi-use gathering and programming areas, party rooms, child watch, e-sports gaming, fitness assessment & therapy rooms, along with general administration and support spaces.

AQUATIC COMPLEX

The aquatic space will include a 10 lane (25yard) x 10 lane (25meter) competitive swimming pool along with a 3 or 4 lane warm up pool. All associated spaces required for competitive swim venues will be included such as guard rooms, aquatics offices, meet management rooms and spectator seating. Additional amenities such as diving boards, slack lines and other programming considerations may be include based on the budget. No waterslides or deep-water diving space is anticipated.

PHASING

The current facility program has been developed to maximize the use of the site. It has however been broken into 2 phases of work, knowing that the entire build out may not possible under the current budget.

If given approval on Phase 2, BRS would schematically design for the entire full facility program during the (SD) phase of the project so that future development and construction can include any necessary, site improvements that will better facilitate a future phase 2 construction process. Design fees should include a breakout for (SD) service for the Phase 1 & Phase 2 facility Design.

Sustainable Design/ LEED

The project will be designed to be as sustainable as possible and should meet all local and regional building codes adopted by the town of Castle Rock. The design team should consider all sustainable approaches that fit within the project budget; however, the project will not be following a sustainable rating program such as LEED or Green Globes.

Project Schedule

It is undetermined what contracting method will be used to build the facility. Confluence Companies may self-perform some of the construction work or hire a Recreation Center contractor for a majority of the construction. As Confluence Companies has the ability to provide pre-construction and estimating services, they have confirmed that estimating services will be provided through their company for at least during the SD phase of the project. The schedule has assumed an approach the is similar to Design-Build or IPD light, in which the costing of the project design and considered SMEP systems is completed in conjunction with the design effort. We do not anticipate any long periods of project slow down to wait for contractor pricing or cost direction.

It is our intent to confirm the final scope & space program of the project at the completion of the SD phase at which time more accurate fee proposals can be developed for the Design Development (DD) and Construction Document (CD) phases of the project.

The Developer would like to begin construction in the summer of 2023. It is unclear at this time if this would occur through early site work packages or a goal to complete the entire construction document package by then. Quantity of early bidding or permit packages will be determined after the completion of the Schematic Design phase and included in the future DD & CD phase contract amendments.

We anticipate the SD phase will be approximately 4 months beginning in August with the 1st month focused on space program and conditions of satisfaction. The Phase will wrap up in November. The DD and CD phases will follow from December – June.

Agency Review

The following codes are in effect in the Town of Castle Rock.

- 2018 INTERNATIONAL BUILDING CODE
- 2017 NATIONAL ELECTRICAL CODE (NEC)

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



- 2018 INTERNATIONAL PLUMBING CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2018 INTERNATIONAL FUEL GAS CODE
- 2018 INTERNATIONAL FIRE CODE & 2000 LIFE SAFETY CODE (NFPA 101)
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE
- ANSI 2009 A117.1
- ASME A17.1 2013 ELEVATOR CODE

We anticipate the building will be of Type IIA construction and it will be fully sprinklered. All columns, floor and roof assemblies will need to be of a 1hr rated assembly or fire protection unless, Roof assemblies over 20ft above finish floor may not require fire protection. All code assumptions need to be verified with the building official.

The estimated building occupancy will be over 1,000 people based on the current concept.

General Notes

1. All consultants should review this entire scope package to familiarize themselves with the scope being requested by other disciplines
2. All design consultants should review and accept the language of this document. Please contact BRS directly if there are further questions that you need answered to provide a proposal.
3. **At this time, we are only asking for a Schematic Design Phase proposal.** Future phases proposal will be determine/requested as the building design evolves.
4. The Building Design consultants will be under the BRS contract. Civil, Survey and Geotech scopes of work will be provided by the developer as part of the overall Acme site development plan.
5. Consultants will be expected to coordinate their work with the entire team, whether this is explicitly stated in the following narratives.
6. We will be using Revit BIM 360 2022 on this project. Each team member will require access to the shared BIM 360 model. Our assumption is that the following consultants will use BIM: Structural, Mechanical, Plumbing, Electrical, Lighting and Aquatics.
7. Specifications will be in the Construction Specifications Institute (CSI) 2016 format. However not required until the (DD) design development phase of the project.
8. We are not aware of any existing geotechnical investigation on site; however, we will request this information from the developer.
9. All consultants should review and acknowledge familiarity with the agency requirements within their proposal.
10. Craine Architecture is the Architectural firm providing design services for the remaining scope of the Acme site development and has a separate contract with Confluence Companies for this work.
11. Design meetings may occur at BRS's office, virtually, or if required at Craine Architecture's office for anything that may connect or impact the overall site development effort.
12. BRS believes in Lean project delivery. As such this project's SD phase will include a project pull planning session. The pull plans will be posted digitally through Miro or Bluebeam studio. Initial attendance in person should be assumed to develop an overall high level pull plan, however smaller individual tasks may be identified and implemented into the pull plan remotely. At this time, it is unclear how future project planning will occur during the DD and CD design phases.
13. Deliverables for the SD phase will include:
 - a. Mid milestone & end of phase deliverables will be determined by the project team at the kickoff meeting.
 - b. Sharing of the Revit model will occur on a frequency agreed upon by the project team.
14. Please break out your scope and fee by discipline as follows:
 - a. SD - Schematic Design/ Conceptualization and Criteria Design Phase.
 - i. Include a separate fee for Phase 1 and Phase 2 based on the conceptual design and program.
 - b. DD - Not applicable at this time
 - c. CD - Not applicable at this time
 - d. BN/CA - Not applicable at this time
15. General Exclusions to the contract
 - a. List any exclusions to your scope within your proposal.

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



Project Design Team

1. Civil – HKS will provide Civil services for this project under a separate contract with the Developer, Confluence Companies. BRS will coordinate directly with HKS for all Civil & Site coordination and design items.
2. Landscape – Back40 Landscape Architecture will provide Landscape Design Service as indicated within Exhibits B, Exhibit C & Exhibit D.
3. Structural – KL&A Structural Engineers will provide Structural Design Service as indicated within Exhibits B, Exhibit C & Exhibit D.
4. Mechanical/Plumbing – The Ballard Group will provide Mechanical, Plumbing Design Service as indicated within Exhibits B, Exhibit C & Exhibit D.
5. Electrical/Lighting/Low Voltage – AE Design will provide Electrical, Lighting & Low Voltage Design Service as indicated within Exhibits B, Exhibit C & Exhibit D.
6. Aquatics – Water Technology Inc. will provide Aquatic Design Service as indicated within Exhibits B, Exhibit C & Exhibit D.
7. Acoustics – BAi will provide Acoustical & Performance Space AV Design Service as indicated within Exhibits B, Exhibit C & Exhibit D.
8. Specification – iBIM Solutions will provide Specification Services as indicated within Exhibits B, Exhibit C & Exhibit D.

Civil Scope

N/A – Services Provided by the Developer.

Landscape Scope

1. Provide Site Planning and Landscape design for the Recreation Center project (included within the 10 acres area of the Facility).
2. Site schematic plans will be coordinated with the Civil engineer to develop the overall approach to Pedestrian and vehicular movement, grading and water conveyance, and locations and use of appropriate paving and planting materials throughout the site.
3. Provide Initial concept design of the parking lot layout and flow during SD. After initial concept layout, further design of paving system, curb and gutter and horizontal and vertical dimension control by Civil.
4. Site and Landscape design shall include site programmatic elements related to the Recreation Center Program needs including an overall connection to the Master site plan. Site Program elements may include:
 - a. Public outdoor gathering space and both entries to the building.
 - b. Outdoor building walks, connections, surface treatment and spaces for spectators and athletes.
 - c. Outdoor Program athletic and park space as part of a phase 1 concept.
 - d. Pedestrian connections to the overall development and Castle Rock Trails system.
5. Design and documentation of the following at a Schematic Design Level:
 - a. Transformer, trash and other landscape enclosures above grade
 - b. Site fencing, including gates if required to limit site vehicular and pedestrian access.
 - c. Site retaining walls, including finish. Then coordinate this design with the Structural Engineer for structural design of site retaining walls and rockeries 3'-0" and higher.
 - d. Site furnishings & flag poles budgeting
 - e. Landscape features associated with a monument sign structure
 - f. Irrigation Design for plant material
6. Coordination of schematic design level landscape lighting with lighting consultant/electrical engineer.
7. Project specification and drawings shall allow for product alternates equals within project documents for milestone CM/GC pricing.
8. Creation of specifications by others for the Landscape Consultant's scope of work, including planting medium, plant materials, fencing and gates, site furnishings, low retaining walls and paving systems designed by the Landscape Consultant.
9. Consultation with team on project construction staging and phasing.
10. Assume project documents will be issued as a single bid package.
11. Assume 2 trips to the project site during SD to review and walk the site.

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



12. Provide your reimbursable costs broken out in your fee proposal.
13. Exclusions to this contract:
 - a. Design of areas beyond noted 10 acres site boundaries
 - b. Design of Green Roofs (both Intensive and Extensive)
 - c. Planning Department submittals will be provided by Civil. Coordination required for these submittals would be outside of this fee.
 - d. Site Water Features

Structural Scope

15. Structural design of the project; including:
16. Coordinate foundation design with Developer-provided geotechnical report.
17. Provide overall project scheduling based on BRS master CPM and Owner decision schedule.
18. Structural design of monument sign feature.
19. Structural design for building retaining walls used to bury building into the existing site landscape.
20. Coordinate foundation design with swimming pool vessel/ aquatics consultant. Design of pool deck by Structural Design consultant. Design of pool slide, or structured pool will be by others.
21. Structural design of below grade pool surge tank and pump pit within pool equipment room. Design requirements for waterproofing and size shall be coordinated with Architect and Aquatics consultant.
22. Provide structural design requirements for a deferred submittal Fall Arrest/Fall Protection safety system. Coordinate general tie off points and general loading requirement connection points back to the main building structure. Contractor to provide detailed Fall Protection System Design.
23. Provide or coordinate schematic Structural Design of Pre-engineered building volumes as determined during the SD phase. Work should include rough major framing elements that will be included in early schematic modeling efforts by the Architect.
24. Provide structural calculations for permit set if required by agency having jurisdiction.
25. Provide design and coordination of concrete mix designs including special admixtures required by Aquatics consultant or geotechnical engineer.
26. Provide project documents and 3D coordination model using Autodesk Revit 2022.
27. Consult with team as appropriate during SD, DD and CD phases to locate and coordinate building seismic elements.
28. Review and editing of specifications created by others for the Structural Consultant's scope of work. Including the coordination of the earthwork related specification section with BRS's specification consultant iBIM. The Earthwork specification section shall incorporate all aspects of the project earthwork scope including site and building earthwork requirements together. Incorporation of the Geotechnical Engineer recommended, and owner approved design specification shall be included or edited as provided by iBIM.
29. Coordinate with team on sustainable product requirements for concrete, steel and wood specification.
30. Include conference call meeting with geotechnical engineer, owner, developer, structural engineer and iBIM to coordinate and confirm owner's desired approach to the earthwork and building foundation design.
31. Project specification and drawings shall allow for product alternates equals within project documents for milestone CM/GC pricing.
32. Structural Engineer will review the Geo-technical Engineer's proposal and confirm the Design Loading and Parameters being used are acceptable prior to Soils Investigation work commencing.
33. Structural design and documentation of site retaining walls (either cast-in-place or modular systems) 3'-0" high and greater based on design concept provided by Architect or Site Design Consultant.
34. Structural design or all site amenities requiring a foundation such as picnic shelter, or entry canopy.
35. Allow time for all special inspections required by the local agency having jurisdiction to be provided during CA., N/A at this time
36. Provide appropriate sizing of cold formed metal framing including spacing, size and gauge of stud.

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



37. Provide structural design of all stair stringers and landings. Coordinate railing connections with Architect. Assume design of visible portions of stair stringer and landings will NOT be design build.
38. Provide concrete slab schedule/plan information including location of slab edge in relation to grid line around building, thickness of slab at various areas of the project and type of slab, i.e. on grade, piers, etc.
39. Assume project documents will be issued as a single bid package.
40. Review of project substitution requests prior to bid only during the bidding/negotiation phase. N/A at this time.
41. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc. N/A at this time.
42. Assume 1 trip to the project site during SD to review and walk the site.
43. Provide your reimbursable costs broken out in your fee proposal.
44. Include number of site observation visits during CA phase that will be required. Provide your reimbursable travel costs broken out in your fee proposal. N/A at this time

Mechanical/Plumbing/Fire Protection Scope

1. Mechanical design of the project.
 - a. Heating, ventilating and air conditioning.
 - b. Assume ventilation equipment will be mounted on roof tops within screened enclosures or assume ventilation equipment will be mounted within the building enclosure, coordinate appropriate fan room sizes.
 - c. Coordination with Aquatics Designer for Natatorium ventilation.
2. Plumbing design within a 5'-0" perimeter of the outside face of the building.
 - a. Coordinate with Civil Consultant on piping beyond this limit.
 - b. Complete design of water, sanitary sewer and gas systems within this limit.
 - c. Design of roof water conveyance from roof drain and/ or gutter downspout to site discharge or storm system.
 - d. Submit a detailed booklet of suggested manufacturer data sheets for plumbing fixtures.
 - e. Coordination with Landscape Architect on water supply for landscape irrigation, including the area associated with the signage feature.
 - f. Coordination with Aquatics Consultant, deck drainage system in Natatorium beyond edge of pool gutters, and location of hose bibs for maintenance use.
 - g. Coordinate location of deck drains with pressurized pool piping.
 - h. Coordination of locker room drains and hose bibbs for maintenance use.
 - i. Design and location of perimeter foundation drain to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance). Coordinate connection to civil scope at 5ft outside of building perimeter.
3. Presentation and limited analysis of benefits of sustainable design/ high performance/ LEED strategies and energy efficient systems where appropriate (this does not include DOE modeling).
4. Indicate level of energy modeling and energy analysis that will be provided at schematic design, DD and the CD phases for your base scope efforts.
5. Provide project documents and 3D coordination model using Autodesk Revit 2022.
6. Project specification and drawings shall allow for product alternates/ equals within project documents for milestone CM/GC pricing.
7. Edit and Format Project specifications according to BRS specification Consultant "iBIM" formatting and editing requirements.
8. Provide DOE Mechanical COMcheck documentation at CD completion.
9. Assume project documents will be issued as a single bid package. However, provide coordination with Structural engineer on all through foundation piping locations.
10. Creation of specifications for the Mechanical/ Plumbing Consultant's scope of work, including preparation of a

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



commissioning requirements pre code.

11. Review of project substitution requests only during the bidding/negotiation phase. N/A at this time.
12. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc. N/A at this time
13. Assume 1 trip to the project site during SD to review and walk the existing building.
14. Provide your reimbursable costs broken out in your fee proposal.
15. Exclusions to this contract
 - a. DOE 2 modeling (this is included in the Energy/Sustainability/Commissioning Scope)
16. Fire Protection design within a 5'-0" perimeter of the outside face of the building.
 - a. Coordinate with Civil & Plumbing Consultant on piping beyond this limit.
 - b. Complete design fire suppression & riser systems within the overall limits of the project.
 - c. Edit and Format Project specifications according to BRS specification Consultant "iBIM" formatting and editing requirements.

Electrical/Lighting/Low Voltage Scope

1. Electrical design of the project, including exterior building and site.
 - a. Building and Site Power.
 - b. Fire alarm and notification system.
 - c. Assessment of lightning risk and creation of a performance specification for a lightning dissipation system.
 - d. Coordination with Aquatics Consultant on electrical and lighting components associated with swimming pool.
 - e. Coordination with Mechanical and Plumbing Consultant on electrical components associated those systems.
 - f. Coordination with Architect on electrical components associated with motorized window shades.
 - g. Provide separate fee proposal the following Low Voltage Design:
 - i. Telecommunications design - This may include community access television (CATV), Wi-Fi, and/or data/IT/telephone structured cable plant. Refer to the Low Voltage Design Project Scope Description included for extent of scope.
 - ii. Security design - This may include access control, closed-circuit television (CCTV) and/or, intrusion detection. Refer to the Low Voltage Design Project Scope Description included for extent of scope.
 - iii. AV design - This may include building intercom, overhead speaker system, background paging and music & separate audio/video systems. Refer to the Low Voltage Design Project Scope Description included for extent of scope.
2. Design and coordination of electrical systems on site, including transformer location and primary service lines to facility (provide an electrical site plan). Note that primary service design shall be by the utility company or others.
 - a. Note the transformer may be located in an enclosure.
 - b. If required, consultation on coordination of re-routed dry utilities on site including electrical, telephone/data and CATV.
 - c. Coordination with utilities and districts for project approvals.
 - d. Coordination of landscape lighting with landscape consultant.
 - e. Lighting, power and/or communications connection design for site entry sign feature.
3. Lighting Design Scope
 - a. Provide all interior, exterior, and experiential lighting on the project.
 - b. Consult with the client and design team to establish design goals, strategies, space programming, lighting budget, and lighting schemes.
 - c. Prepare a design intent report to describe the lighting design objectives or requirements with conceptual lighting plans or other imagery as required to illustrate proposed lighting concepts and effects
 - d. Prepare supporting electric lighting calculations (i.e. photometric plans) as required for proposed lighting design solutions.

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



- e. Prepare layouts of proposed luminaires with luminaire designations including exact heights in the Revit model.
 - f. Prepare conceptual lighting detail sketches for incorporation into the architect's documents.
 - g. Prepare luminaire schedule and cut sheets.
 - h. Provide assistance establishing allowances or budgetary probable costs (luminaire costs only) as related to lighting equipment specified by lighting consultant.
 - i. Prepare energy code analysis for the maximum lighting power allowance (ComCheck).
 - j. Prepare lighting control intent narrative and/or diagrams.
 - k. Assume Dark Sky requirements for exterior lighting.
 - l. Assist the client and design team with coordination of the lighting design.
 - m. Prepare the design and layout of specialized, multi-scene preset, or daylight dimming lighting control systems.
4. Low Voltage Scope
- a. Provide Schematic Design level narratives and budgeting for the following services
 - i. Telecommunications (IT/Cable/Wi-Fi)
 - ii. Security (Video/Access Control)
 - iii. Sound (A/V, Intercom, Paging / Background Music)
 - 1. A/V to be included for non-spectator event spaces. All spectator A/V for performance event systems at Gymnasium and Aquatic venue spaces will be provided by the acoustical consultant)
- 5. Provide project documents and 3D coordination model using Autodesk Revit 2022
 - 6. Creation of specifications for the Electrical/ Lighting Consultant's scope of work, including preparation of a commissioning specification.
 - 7. Project specification and drawings shall allow for acceptable product alternates within project documents for milestone CM/GC pricing.
 - 8. Edit and Format Project specifications according to BRS specification Consultant "iBIM" formatting and editing requirements.
 - 9. Provide DOE Electrical & Lighting COMcheck documentation at CD completion.
 - 10. Assume project documents will be issued as a single bid package.
 - 11. Review of project substitution requests only during the bidding/negotiation phase. N/A at this time.
 - 12. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, etc. N/A at this time.
 - 13. Assume 1 trip to the project site during SD to review and walk the existing building.
 - 14. Provide your reimbursable costs broken out in your fee proposal.
 - 15. Exclusions to the base contract unless otherwise identified above:
 - a. DOE 2 Modeling (this is included in the Energy/Sustainability/Commissioning Scope).
 - b. Assisted Listening System.
 - c. Design of Sound Masking System.
 - d. Project Commissioning.

Aquatics Scope

- 1. Aquatics design of project including spas, pools, slides, spray features and the pool mechanical systems necessary for operation.
- 2. Design of structured pools foundation or contract with own sub-consultant(s).
- 3. Provide project documents and 3D coordination model using Autodesk Revit 2022.
- 4. All aquatics model elements from sub consultants such as waterslides, spray features, theming elements, etc. shall be modeled as "generic model" Revit families.
- 5. Coordination with local health agencies for project approval.

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



6. Coordination of pool vessel with building foundations.
7. Coordination of pressurized pool piping with general building piping.
8. Coordination of Lighting Design with Electrical/Lighting Consultant.
9. Design, specification and coordination of all pool related stairs, ladders, railings and gates within the pool equipment spaces and water slide/tower equipment.
10. Provide below pool slab underground drainage system and monitoring. Coordinate details with Owner-provided geotechnical report and other consultants.
11. Submit a detailed booklet of suggested manufacturer data sheets illustrating pool features.
12. Provide Architect with MSDS documentation for each pool chemical used within the facility (hazardous and non-hazardous). Include a chart indicating quantities of chemical being used in the systems and quantity of additional chemical stored within the building.
13. Project specification and drawings shall allow for product alternates equals within project documents for milestone CM/GC pricing.
14. Edit and Format Project specifications according to BRS specification Consultant "iBIM" formatting and editing requirements.
15. Creation of specifications for the Aquatics Consultant's scope of work, including preparation of a commissioning specification.
16. Review of project substitution requests only during the bidding/negotiation phase. N/A at this time.
17. Provide standard CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc. N/A at this time.
18. Exclusions to this contract:
 - a. Project commissioning, except for the specification noted above.

Acoustical Design Scope

1. The Acoustical Consultant shall provide the following services to the Architect.
 - a. Acoustics - Gymnasiums, Natatorium, Community Rooms, Classrooms, Dance, Weights & Fitness, Public Lobbies and Spinning areas.
2. Meet with the Architect, Owner, and project engineer(s) as required for coordination of acoustical input with the other disciplines associated with the project.
3. Schematic Design:
 - a. Provide concepts and recommendations to create a proper environment for the natural reinforcement of sound in intended listening areas.
 - b. Identify any special building conditions that may require separate sound isolation between space. Assist with conceptual approach and target budgeting for mitigation requirements.
 - c. Identify recommended sound absorptive requirements within the major community/public spaces noted in 1., a. (acoustics) above and provide conceptual options for mitigation in these spaces.
 - d. Review conceptual design approach of interior spaces design and suggested space surfaces. Provide feedback on concern for each major public space.
4. Design/Development/Construction Documents – To be provided at a later date.
 - a. Provide concepts and recommendations to provide suitable sound isolation between adjacent spaces, between the interior and the exterior of the building, and between mechanical, electrical and plumbing equipment rooms and adjacent noise-sensitive spaces identified above.
 - b. Review of the architectural contract documents as they relate to the acoustical characteristics of these spaces, including but not limited to; Wall, Ceiling & Floor assembly design as well as overall wall and building section review.
 - c. Provide recommendations and suggested specifications for sound retarding doors and operable partitions, if required.
 - d. Prepare mechanical, electrical, & plumbing (MEP) systems noise and vibration control guideline recommendations for reference by the project engineer(s) during systems design. This will include

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Exhibit B - PROJECT SCOPE DESCRIPTION

Modified 7/18/2022



recommended noise criteria for spaces identified above.

- e. Review MEP systems documents as required to identify potential noise and vibration concerns in spaces identified above. Review and recommendations will include (but may not be limited to) the following:
 - i. Control of fan noise transmitted via supply, return, and exhaust air duct systems.
 - ii. Control of noise generated by variable volume boxes and fan-powered terminals.
 - iii. Selection of grilles, diffusers, and other duct system elements to meet recommended noise criteria.
 - iv. Control of noise generated by electrical system power transformers, emergency generators, variable speed drive controllers, and other applicable electrical equipment.
 - v. Control of noise generated by chillers, compressors, condensers, pumps, and other refrigeration and/or plumbing equipment.
 - vi. Provide concepts and recommendations to control noise associated with lighting systems and related dimming controls.
 1. Recommend vibration isolation for MEP systems equipment.
 - vii. Recommendations will be provided in the form of concept drawings, letters, suggested specifications, meetings, teleconferences, etc., and will be submitted to the Architect for incorporation into the contract drawings and specifications.
5. Construction Review – To be provided at a later date.
 - a. When requested, answering questions pertaining to the incorporation of acoustical elements, and to review, if possible, the acoustical performance of the areas identified in Section 1., a. (Acoustics) above.

Interior Design Scope

1. Schematic Design:
 - a. Participate in SD team meetings and design work sessions
 - i. Develop how the defining guidelines apply to the interior design
 - ii. Identify client color and material preferences through a photo image survey
 - iii. Identify client design style preferences and interior design concepts through a photo image survey
 - iv. Identify architectural features and focal point opportunities in the building
 - b. Interior Design-intent deliverables for the Schematic Design Report:
 - i. Materials legend
 - ii. Room Finish Legend
 - iii. Interior Finish Plans
 - iv. Concept imagery, sketches and ideation drawings to describe intent of major Interior Design elements to be further developed by the team during the later phases of the design.
 - v. Client workshop to discuss:
 1. Assume one live meeting with client
 2. Additional required meeting or review time to be by video conference
 - c. BRS will review draft SD report deliverables and provide feedback prior to completion.
2. Design Development & Construction Document Phase scope to be determined at a later date.

Wayfinding and Identity Signage and Graphics Scope

1. Schematic Design/Design Development:
 - a. Explore objects, elements or images that characterize the essence of the community, project or place that could be used as a graphic identifier for the project.
 - i. Generate design concept studies for character and identity identifier
 - ii. Look at incorporating identifier into the interior signage
 - iii. Or could be integrated into building features such as wayfinding graphics and interior signage
 - b. Generate design-intent concepts for major interior sign types at a schematic level needed for budgeting.
 - c. Identify decision-making locations on the floor plans where directional information will be required

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Exhibit B - PROJECT SCOPE DESCRIPTION

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- d. Draft plan showing wayfinding and interior sign type locations at a schematic level.
 - e. Draft schedule of wayfinding and interior sign types or Schematic Budgeting based on final schematic concepts.
 - f. Client Reviews and Workshops:
 - i. Additional required meeting or review time to be by video conference
3. Design Development & Construction Document Phase scope to be determined at a later date.

Specifications

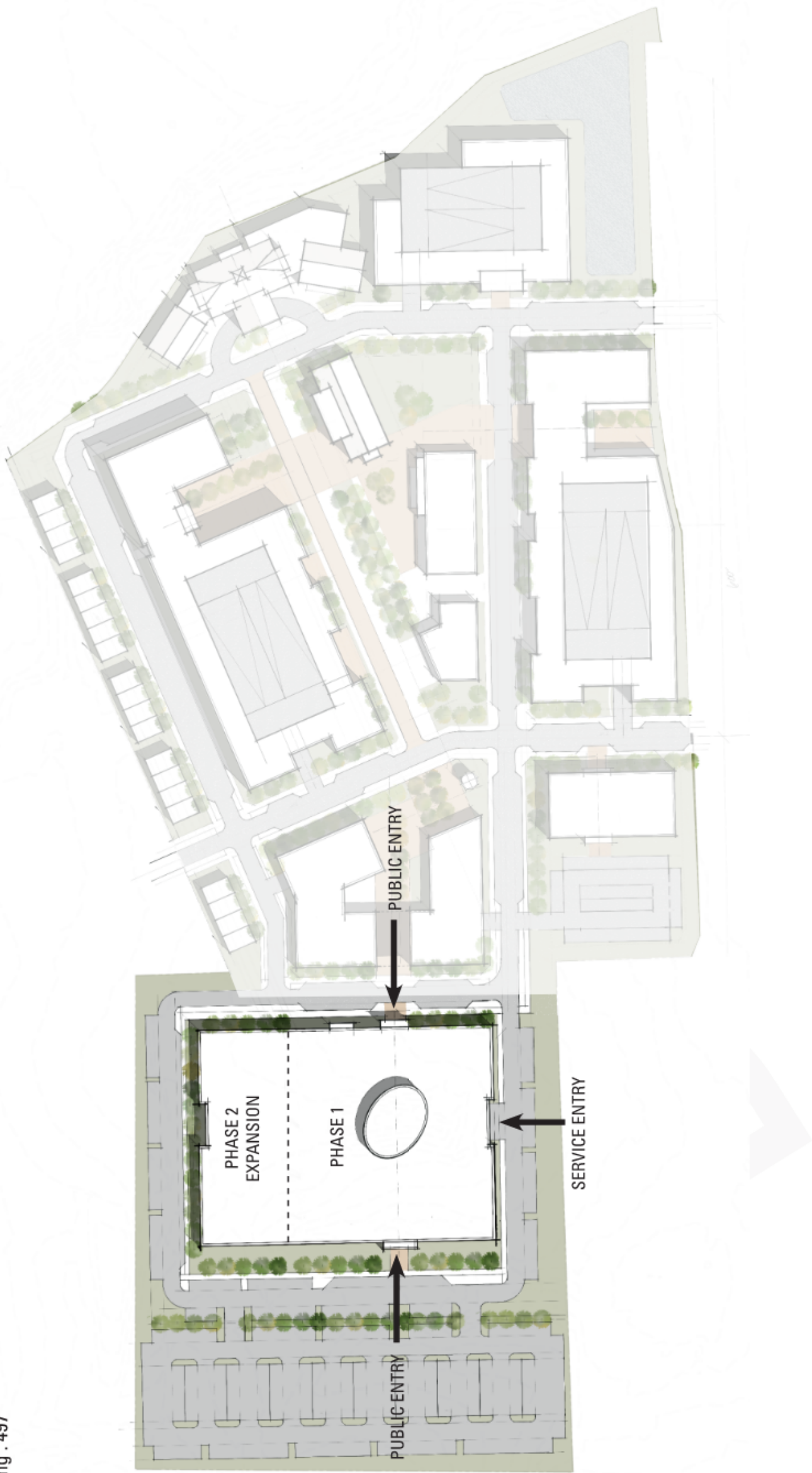
1. Provide the Project Specification Manual for this project including all deliverables noted below.
 - a. Provide General Architectural Specifications including Div. 01 – 14, Based on Master format 2014. Specifications shall be developed within Spec. Link software and provided in PDF format for each issuance.
 - b. Provide coordination and formatting of other sub-consultant specifications sections within the overall document. Any formatting and editing requirements shall be identified to the project team directly.
 - c. Develop draft sections for all structurally related specification sections. Coordinate revisions and edits to those structurally related specification sections with the project structural Engineer.
 - d. Develop draft sections for the earthwork related specification section. Coordinate revisions and edits to that section with the project Civil, Structural and Geo-technical Engineers.
 - e. Provide (3) three specification submittals as required, including 100% DD, 50%CD and 100% CD milestones.
 - f. Provide a final updated construction specification including edits required from changes that occur during bidding and contractor negotiation.
 - g. Provide a Record Specification as an additional service, based on any Architectural or Contractor generated changes during construction.
 - h. Provide BRS with a final SLE. File at the completion of the project.
2. Exclusions:
 - a. Preliminary Project Description (PPD) outline spec.
 - b. Additional Specification submittals not identified above.

Design Disciplines not listed are not currently included in the scope of the work.

* * *

SITE CONCEPT

9.62 acres
Total Parking : 497

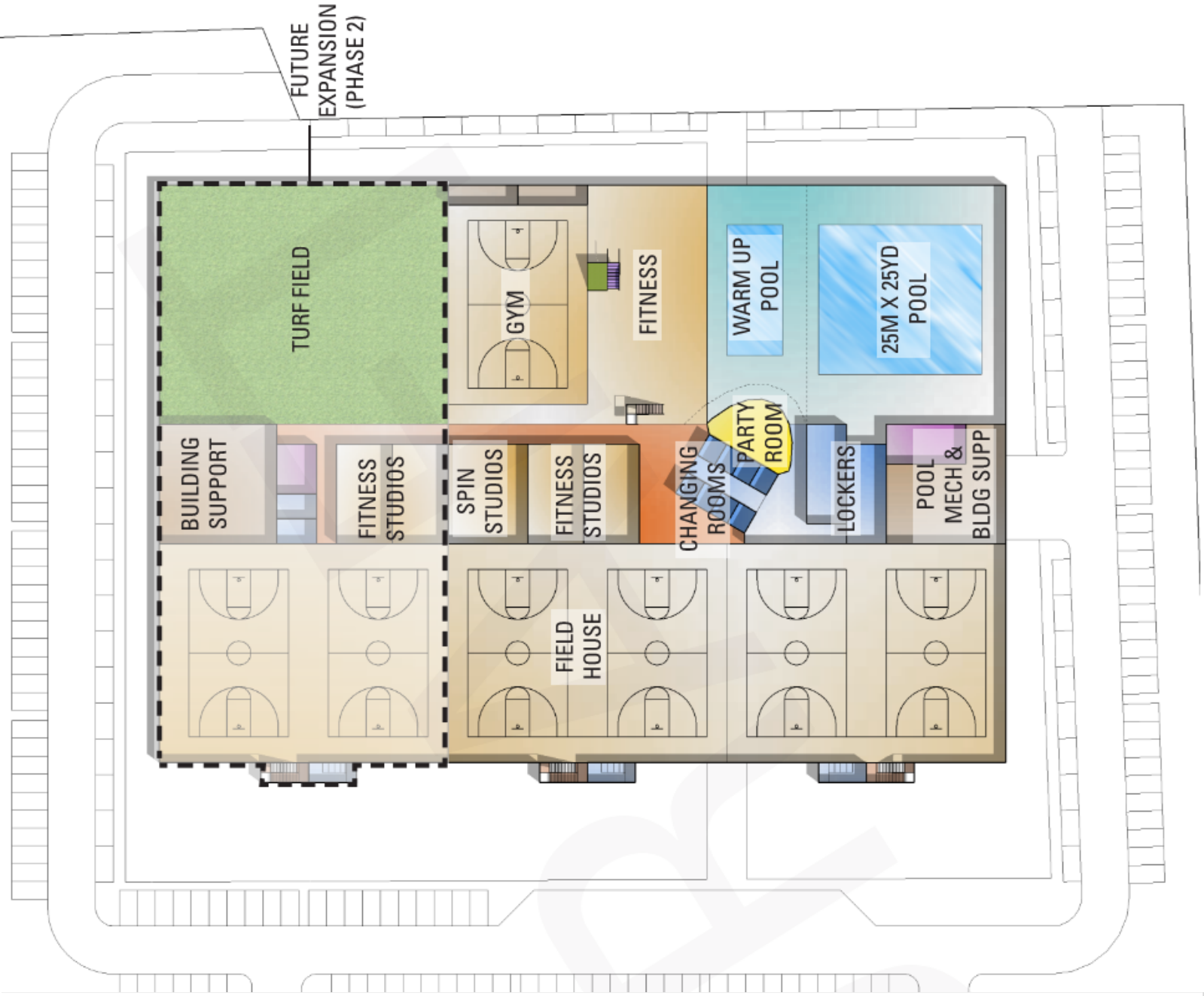
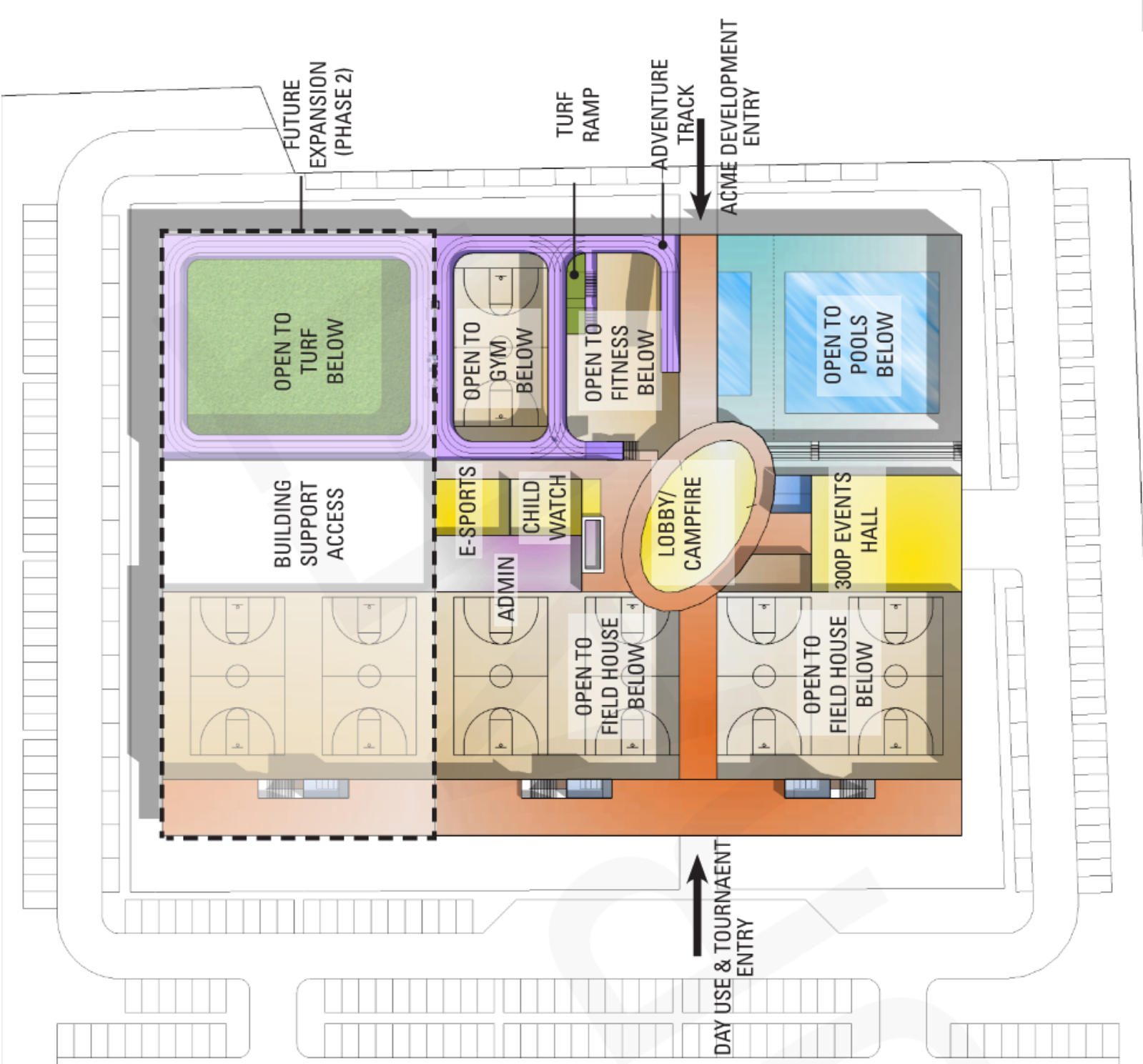


LOWER LEVEL AXON



LOWER LEVEL AXON





	Program Space	Net Total	Net Detail	Grossing Factor	Phase 1 - Rec. Center w/4 court Field House				Phase 2 - Field House & Rec. Expansion				TOTAL				Notes
					Average Cost/ SF	\$	353	Return on Operations	Average Cost/ SF	\$	277	Return on Operations	Average Cost/ SF	\$	338	Return on Operations	
					Total Gross Area	Total Budget	\$ 46,617,000	BASE WEIGHTED	Total Gross Area	Total Budget	\$ 13,777,000	BASE WEIGHTED	Total Gross Area	Total Budget	\$ 178,300	BASE WEIGHTED	
					Gross Area	Budget			PHASE 2	Budget			Gross Area	Budget			
X	Rec. Center Administration	2,532		112%	2,836	\$ 924,000			-	\$ -			2,836	\$ 924,000			
X	Rec. Center Lobby and Support Spaces	4,360		112%	6,910	\$ 2,560,660			-	\$ -			6,910	\$ 2,560,660			
X	Field House Lobby	4,220		112%	4,726	\$ 1,805,000			-	\$ -			4,726	\$ 1,805,000			
X	Field House Lobby and Support Spaces Expansion	3,100		112%	-	\$ -			3,806	\$ 1,469,942			3,806	\$ 1,469,942			
X	Men's & Women's Locker Rooms	64		117%	8,847	\$ 4,344,546			1,454	\$ 722,772			10,301	\$ 5,067,318			
X	Universal Changing Rooms (8)	1,440		117%	1,685	\$ 882,000			-	\$ -			1,685	\$ 882,000			
X	Universal Changing Rooms (2) Expansion	360		117%	-	\$ -			421	\$ 221,000			421	\$ 221,000			
X	Child Watch	960		117%	1,123	\$ 431,000			-	\$ -			1,123	\$ 431,000			
X	Indoor Playground (Campfire)	3,125		112%	3,500	\$ 476,000			-	\$ -			3,500	\$ 476,000			
X	Esports Gaming Room	950		117%	1,112	\$ 343,000			-	\$ -			1,112	\$ 343,000			
X	Classroom / Party Room / Dry Craft Room	800		117%	936	\$ 292,000			-	\$ -			936	\$ 292,000			
X	Group Tech./Collaboration Elements included in Party Room	100		117%	117	\$ 38,000			-	\$ -			117	\$ 38,000			
X	Quick Stop Technology	200		117%	234	\$ 83,000			-	\$ -			234	\$ 83,000			
X	300 Person Community / Events Hall	5,100		105%	5,355	\$ 1,976,000			-	\$ -			5,355	\$ 1,976,000			
X	Catering Kitchen	550		117%	644	\$ 272,000			-	\$ -			644	\$ 272,000			
X	Gym 3 - 1 High School Gym (w/adventure track above)	7,322		105%	7,688	\$ 2,429,000			-	\$ -			7,688	\$ 2,429,000			
X	4 court Basketball Field House	33,758		105%	35,446	\$ 9,117,000			-	\$ -			35,446	\$ 9,117,000			
X	2 court Basketball Field House Expansion	16,522		105%	-	\$ -			17,348	\$ 4,472,000			17,348	\$ 4,472,000			
X	Multi-Use Turf Field House Expansion	16,150		105%	-	\$ -			16,958	\$ 4,171,000			16,958	\$ 4,171,000			
X	Elevated Walk/Jog Track Expansion	4,896		112%	-	\$ -			5,484	\$ 933,000			5,484	\$ 933,000			
X	Adventure/Hill Course Track	8,160		105%	8,568	\$ 1,457,000			-	\$ -			8,568	\$ 1,457,000			
X	Wellness / Therapy / Fitness Testing Rooms	400		117%	-	\$ -			468	\$ 163,000			468	\$ 163,000			
X	8,00 Fitness & Weights (w/adventure track above)	8,600		105%	9,030	\$ 3,111,000			-	\$ -			9,030	\$ 3,111,000			
X	30 Person Group Fitness Studio #1	1,400		117%	1,638	\$ 581,000			1,638	\$ 581,000			3,276	\$ 1,162,000			
X	30 Person Group Fitness Studio #2	1,400		117%	1,638	\$ 581,000			1,638	\$ 581,000			3,276	\$ 1,162,000			
X	35-40 Person Spinning Studio	2,000		117%	2,340	\$ 822,000			-	\$ -			2,340	\$ 822,000			
X	Aquatics Support	740		117%	866	\$ 294,000			-	\$ -			866	\$ 294,000			
X	4-Lane x 25-Yard Pool warm up Pool & Support Spaces	5,790		105%	6,080	\$ 3,093,000			-	\$ -			6,080	\$ 3,093,000			217 Bather Load
X	25-Meter x 25-Yard Pool & Support Spaces	16,841		105%	17,683	\$ 9,022,000			-	\$ -			17,683	\$ 9,022,000			523 Bather Load
X	Specialty Aquatic Amenity Allowance	4		105%	4	\$ 272,000			-	\$ -			4	\$ 272,000			
	Solar Hot Water System	-			-	\$ -			-	\$ 200,000			-	\$ 200,000			

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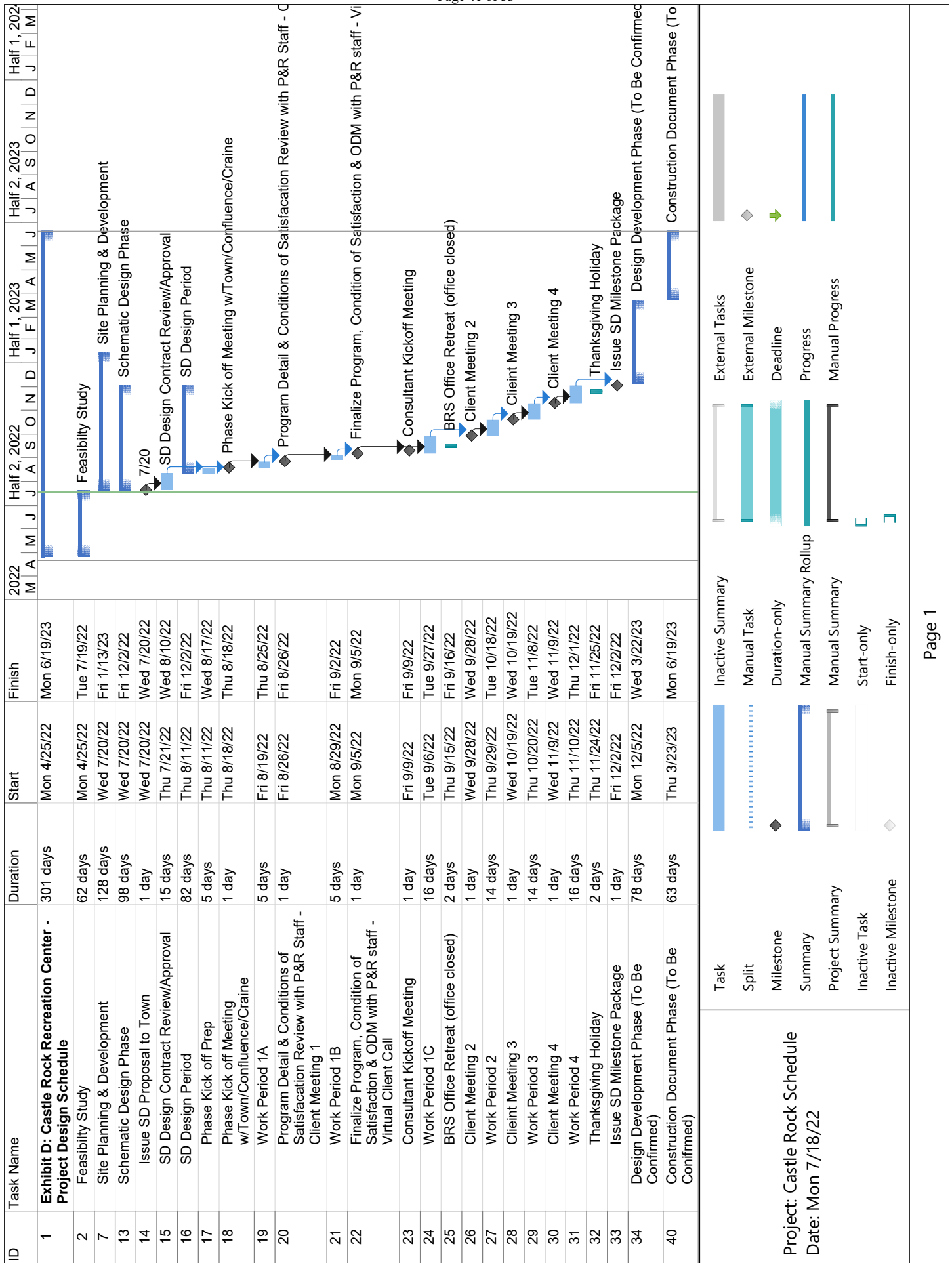


Exhibit A: Fee Summary (DRAFT)**Castle Rock Recreation Center
Scope of Services - Fee Allocation**Prepared 17-Jul-2022
Revised -

Construction Budget			*Includes Owner budgets for the following: On and Off Site Construction; Building Construction; and Contingencies for Site, Estimating and Construction
Estimated Construction Cost	\$ 50,000,000		

Design Fee Allocation				Breakdown by Phase					
Basic Design Services	Total	%*		Ph1 SD cost	Ph2 SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record	\$ 369,045	0.74%		\$ 328,450	\$ 40,595	\$ -	\$ -	\$ -	\$ -
Civil Engineer	By Others			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Design	\$ 17,200			\$ 12,400	\$ 4,800	\$ -	\$ -	\$ -	\$ -
Structural Engineer	\$ 27,000			\$ 20,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -
Mechanical & Plumbing	\$ 58,295			\$ 44,997	\$ 13,298	\$ -	\$ -	\$ -	\$ -
Electrical Engineer	\$ 43,600			\$ 34,600	\$ 9,000	\$ -	\$ -	\$ -	\$ -
Aquatics	\$ 26,860			\$ 26,860	\$ -	\$ -	\$ -	\$ -	\$ -
Specifications	\$ 2,500			\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 175,455	0.35%		\$ 141,357	\$ 34,098	\$ -	\$ -	\$ -	\$ -
Additional Recommended Services									
Interiors									
Interior Design	\$ 12,000			\$ 10,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -
Acoustical									
Acoustical Design	\$ 11,000			\$ 9,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -
	\$ 23,000	0.05%		\$ 19,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -
Consultant + Add. Recommended Subtotals	\$ 198,455	0.40%		\$ 160,857	\$ 37,598	\$ -	\$ -	\$ -	\$ -
Total Fees (Phase 1 & 2 SD)	\$ 567,500	1.14%	* % of Construction Cost						

Reimbursable Expense Budget				Breakdown by Phase					
				100%	100%	0%	0%	0%	0%
				Ph1 SD cost	Ph2 SD cost	DD cost	CD cost	BN cost	CA cost
Total Budgeted Expenses	\$ 9,150			\$ 9,150	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fees + Projected Reimbursable Expenses				Breakdown by Phase					
				100%	0%	0%	0%	0%	0%
				Ph1 SD cost	Ph2 SD cost	DD cost	CD cost	BN cost	CA cost
Total Fee + Expenses	\$ 576,650	1.14%		\$ 498,457	\$ 78,193	\$ -	\$ -	\$ -	\$ -

Assumptions:

- The project scope of work and noted fee proposal above is based on the attached Reference Exhibit B, Exhibit C & Exhibit D.
- Site is assumed to be free of development or environmental hazards and will not require demolition or clean up.
- Geo-technical investigation and topographic survey are will be included by Confluence Companies.
- No traffic engineering study and no traffic signal design is anticipated.
- BRS will provide all digital files (PDF & CAD) to the client for their use & record at the completion of the SD phase, along with One (1) full size and two(2) half size hard copy sets of the 100% SD drawings and project narrative will be provided.
- Acoustical design has been included within the proposed scope of work.
- No detailed kitchen design is included in the SD phase of the project. BRS will provide all schematic design level planning for Kitchen and food service spaces/areas.
- Project limits are assumed to be as shown as defined in Exhibit C.
- The design of areas outside the project limits are not included in our scope of the work.
- Utilities will be stubbed out at the edge of the site (and will be designed under a separate contract).
- Entitlement for the Development will be provided by Confluence Companies. BRS will support and provide requested drawings and documentation for the submittal as requested up to two (2) times.
- Water Quality and Detention will be part of the overall project master plan. BRS will coordinate with the Civil Engineers as required based on the overall project needs.
- The drainage for the master planned site is not part of the scope of this project.
- Preliminary and Final plats will be done by the Town of Castle Rock and will not be part of this project.
- BRS will provide sustainable design approaches as part of the schematic design package that are based on best practices for Recreation Center design. No Sustainable consultant has been included on the team to provide more detailed energy analysis.
- No LEED certification, nor quasi-LEED certification, are included in this fee proposal.
- Fire protection design will be specified by the Mechanical engineer for the schematic design phase of the project.
- It is assumed that the project estimator will be provided by Confluence Companies for the schematic design phase of the project. No 3rd party estimator has been included on the project team at this point.
- Design alternatives will be evaluated and considered during the Schematic Design Phase. Final direction and scope of the project will be established at the completion of the schematic design phase. If design alternatives are to be carried past the SD phase, it will be an additional service.

Exhibit E - Schematic Design Reimbursable Expense Budget

Castle Rock Recreation Center Reimbursable Expense Budget

Prepared 7/17/2022
Revised -

Expenses	Base and Additional Services
BRS Reimbursables	\$ 469
HGA Reimbursable	\$ -
Sub-Consultant Reimbursables	\$ 6,200
Electronic Service Fee	\$ 600
Internal Copies	\$ 500
Deliveries	\$ 250
Large Format Copies	\$ 300
Bid Sets	\$ -
Misc.	\$ -
Sub-Total	\$ 8,319
10% mark-up	\$ 831
TOTAL	\$ 9,150

BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES AND REIMBURSABLE EXPENSES

(Effective 1 Jul 2022)

- A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates subject to annual review for escalation:

Designer I	\$ 110/ hour
Designer II	\$ 115/ hour
Designer III	\$ 130/ hour
Designer IV	\$ 155/ hour
Administrative	\$ 135/ hour
Design Manager	\$ 150/ hour
Project Specialist	\$ 170/ hour
Project Manager	\$ 190/ hour
Principal	\$ 205/ hour
Partner	\$ 270/ hour

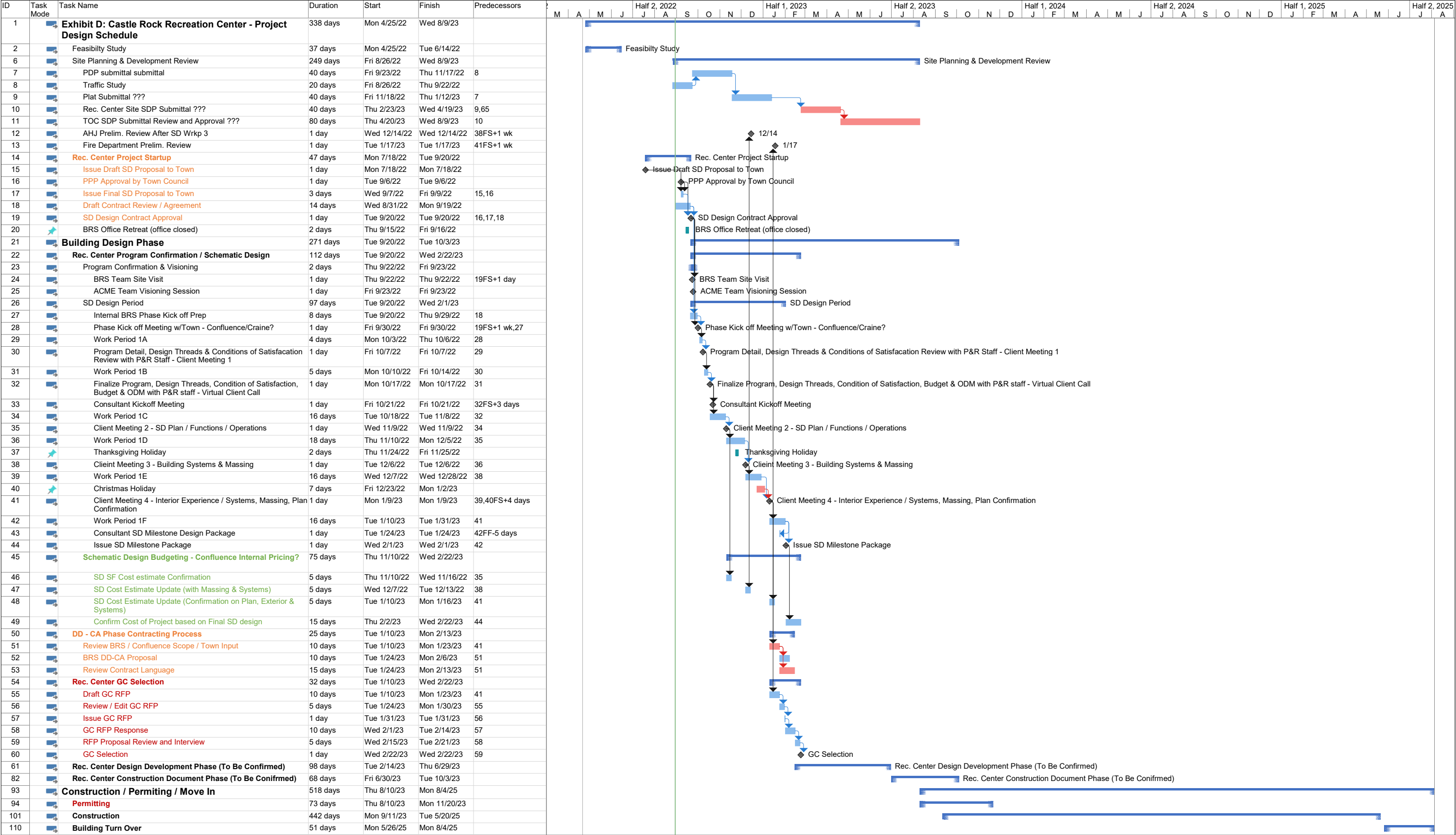
- B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

- C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at sixty-two-and-a-half cents (\$62.5) per mile.
2. Long distance phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

- D. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

#



Project: Castle Rock Schedule 8
Date: Tue 8/30/22

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress



EXHIBIT CC to Third Amendment Agreement

CERTIFICATE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

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

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

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: den.certificate@usi.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Casualty Insurance Company	
		INSURER B : Hartford - WC Multiple Issuing Cos	
		INSURER C : XL Specialty Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	34SBWIJ5524	08/20/2022	08/20/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34SBWIJ5524	08/20/2022	08/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X	X	34SBWIJ5524	08/20/2022	08/20/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WECID3380	08/20/2022	08/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			DPR9997390	08/20/2022	08/20/2023	\$2,000,000 per claim \$3,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock
 1375 W. Plum Creek Parkway
 Castle Rock, CO 80109

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



EXHIBIT B-3 TO FOURTH AMENDMENT

Page 48 of 133

Fee Summary

Castle Rock Sports Center
Scope of Services - Fee Allocation

Prepared 17-Jul-2022
Revised 19-May-2023

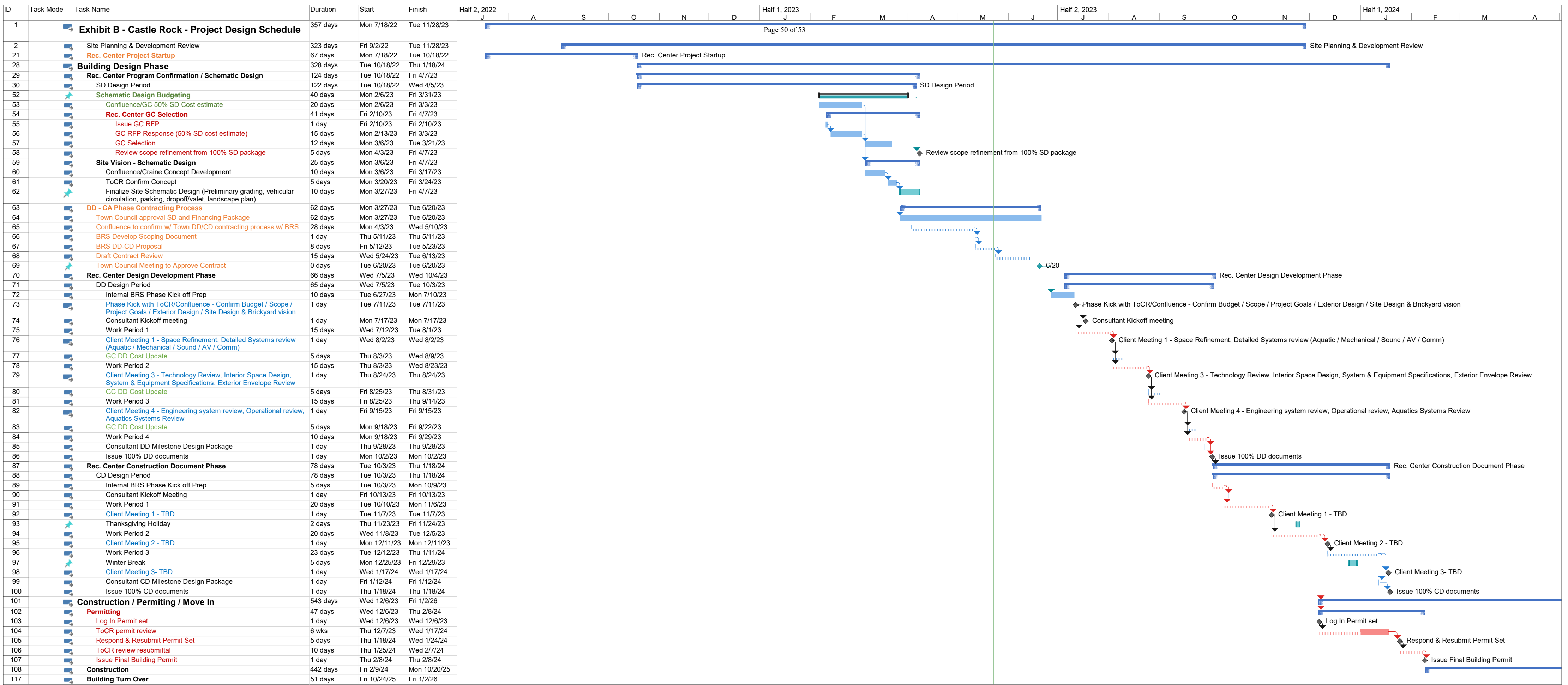
Design Fee Allocation		Breakdown by Phase				
Basic Design Services		Feasibility	SD	DD cost	CD cost	CA cost
Architect of Record	Total \$ 1,724,121	\$ 56,269	\$ 369,045	\$ 617,465	\$ 681,341	\$ -
Civil	By Others	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	\$ 53,100	\$ -	\$ 17,200	\$ 16,600	\$ 19,300	\$ -
Irrigation	\$ 8,850	\$ -	\$ -	\$ 1,200	\$ 7,650	\$ -
Interior	\$ 126,450	\$ -	\$ 12,000	\$ 64,000	\$ 50,450	\$ -
Structural	\$ 240,750	\$ -	\$ 27,000	\$ 103,750	\$ 110,000	\$ -
Mechanical & Plumbing	\$ 325,596	\$ -	\$ 58,295	\$ 115,088	\$ 152,213	\$ -
Electrical & Lighting	\$ 297,600	\$ -	\$ 43,600	\$ 137,000	\$ 117,000	\$ -
Aquatics	\$ 118,280	\$ -	\$ 26,860	\$ 42,053	\$ 49,367	\$ -
Specifications	\$ 17,500	\$ -	\$ 2,500	\$ 7,500	\$ 7,500	\$ -
Base Design Services Subtotals		\$ 56,269	\$ 556,500	\$ 1,104,657	\$ 1,194,821	\$ -
Additional Requested Services (Included in overall fee)						
Landscape						
SDP Coordination & Submittal	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ -	\$ -
Electrical & Lighting						
Low Voltage / AV / Security	\$ 104,000	\$ -	\$ -	\$ 56,000	\$ 48,000	\$ -
Interiors						
Furniture	\$ 59,320	\$ -	\$ -	\$ 29,200	\$ 30,120	\$ -
Signage / Wayfinding	\$ 29,456	\$ -	\$ -	\$ 14,040	\$ 15,416	\$ -
Energy Modeling						
Fundamental Commissioning	\$ 7,100	\$ -	\$ -	\$ -	\$ 7,100	\$ -
Daylighting Analysis	\$ 6,800	\$ -	\$ -	\$ 6,800	\$ -	\$ -
Acoustical						
Acoustical Design	\$ 33,000	\$ -	\$ 11,000	\$ 10,000	\$ 12,000	\$ -
Additional Recommended Services Subtotals		\$ -	\$ 11,000	\$ 127,540	\$ 112,636	\$ -
Base + Add. Recommended Subtotals		\$ 56,269	\$ 567,500	\$ 1,232,197	\$ 1,307,457	\$ -
Total Fees (Feasibility) COMPLETE \$ 56,269						
Total Fees (SD Phase) COMPLETE \$ 567,500						
Total Fees (DD-CD Phases) \$ 2,539,654		Current Total Proposed Fee				
Total Fees \$ 3,163,423		Current Total Proposed Fee				

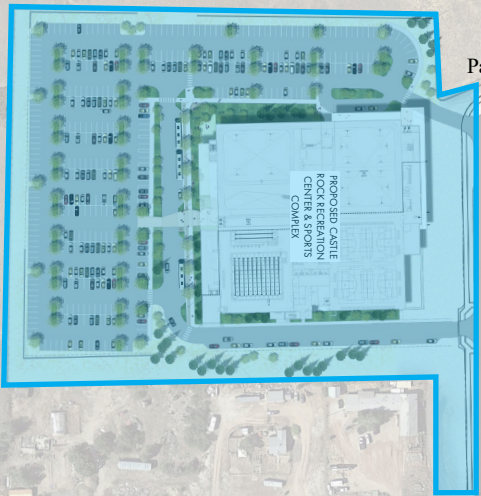
Reimbursable Expense Budget		Breakdown by Phase				
		0%	18%	29%	32%	0%
		Feasibility	SD	DD cost	CD cost	CA cost
Total Fees (Feasibility + SD Phase Reimbursables) COMPLETE	\$ 9,150					
Total DD-CD Phase Expenses	\$ 17,712	\$ -	\$ 9,150	\$ 8,856	\$ 8,856	\$ -
Total Fees + Projected Reimbursable Expenses		Breakdown by Phase				
		0%	18%	29%	32%	0%
		Feasibility	SD	DD cost	CD cost	CA cost
Total DD-CD FEE + Exp.	\$ 2,557,366					
Total Fee + Expenses	\$ 3,190,285	\$ 56,269	\$ 576,650	\$ 1,241,053	\$ 1,316,313	\$ -

Assumptions:

- The noted fee proposal above for the (DD) Design Development and (CD) Construction Document phases is based on identified scope of work based on the Schematic Design report issued to the Town on 3/31/2023 for a one-story plus a mezzanine structure, new construction of approximately 145,000 sf recreation center. Should the above SF amount increase more than 10%, the Design and Engineering fees may be adjusted accordingly via project change order.
- The project scope and fee are based on the the project schedule as identified in this proposal. Major adjustments to the project schedule not caused by BRS or it's Sub-Consultants may require additional services. See Exhibit B.
- Site is assumed to be free of development or environmental hazards and will not require demolition or clean up. Environmental investigation not included.
- Geo-technical investigation and topographic survey will be included by Confluence Companies.
- Project scope and fee assumes coordination with Civil engineering (contracted by others).
- Traffic engineering study and traffic signal design is by others (not included in scope).
- All fees for permits and jurisdictional approvals, utilities and taxes have been excluded
- BRS will provide all digital files (PDF & Revit) to the client for their use & record at the completion of the CD phase. One (1) full size and two(2) half size hard copy sets of the 100% CD drawings will be provided if requested.
- Construction documents are anticipated to be released in one package. Early Foundation & Site Packages would be an additional service
- Final Construction Bid Documents will be signed and sealed by a registered professional Architect/Engineer.
- The current project scope excludes Bidding & Negotiation and Construction Administration Services. Those services will be negotiated at a later date.
- Project limits are assumed to be as shown as defined in Exhibit C.
- The design of areas outside the project limits are not included in our scope of the work.

- 14 Utilities will be stubbed out at the edge of the site (and will be designed under a separate contract).
15 Entitlement for the Development will be provided by Confluence Companies. BRS will support and provide requested drawings and
documentation for the submittal as requested up to two (2) times.
- 16 Fee includes ongoing coordination with the Town and Confluence Companies for the Site Development Plan submission and
coordination between this project and the master development.
- 17 Water Quality and Detention will be part of the overall project master plan. BRS will coordinate with the Civil Engineer (contracted
by others) as required based on the overall project needs.
- 18 The drainage for the master planned site is not included as part of the scope of this project. Provided by others.
- 19 Preliminary and Final plats will be done by the Town of Castle Rock and will not be part of this project.
- 20 Basic Commissioning is provided as required under IECC 2015, by the Engineer of Record (EOR). 3rd Party Commissioning or
Enhanced Commissioning are an optional additional service noted above. Additional fee during the CA phase will be required to
complete and close out the commissioning scope of work. Refer to Commissioning agent proposal.
- 21 The building will be designed as a high performance building, however No LEED certification, nor quasi-LEED certification, are
included in this fee proposal.
- 22 Daylight modeling has been included as a recommended additional service within the proposed scope of work.
- 23 Fire protection design will be specified by the Mechanical engineer as a performance spec. requirement, however will be a
delegated designed by the Fire Protection sub contractor.
- 24 Acoustical design has been included as a recommended additional service within the proposed scope of work.
- 25 BRS will provide design for a warming kitchen and associated food service spaces/areas only. If kitchen function changes to
include cooking equipment or service for other types of programs, additional services will be required to include a Kitchen
Designer.
- 26 It is assumed that the project estimator will be provided by Confluence Companies for the design phases of the project. No 3rd
party estimator has been include on the project team at this point. Continuous live estimating or a 100% DD phase estimate will be
required for BRS to confirm the project is on budget prior to the start of the CD phase.
- 27 The Client shall review project milestone drawings/documents as delivered by BRS and provide written comments within a 4 week
period following the completion of each phase. The client shall identify in that same time period if no comments are being provided.
BRS will address the client's written comments in the following phase of work.
- 28 Additional services beyond scope identified within the scope of this proposal will be billed out per Exhibit D - 2023 rates.
- 29 Design alternates will be evaluated and considered during the Schematic Design Phase. Final direction and scope of the project
will be established at the completion of the schematic design phase. If design alternates are to be carried past the SD phase, it will
be an additional service.





BARKER RINKER SEACAT ARCHITECTURE, P.C.

BILLING RATE CATEGORIES AND REIMBURSABLE EXPENSES

(Effective 1 Jul 2022)

- A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates subject to annual review for escalation:

Designer I	\$ 110/ hour
Designer II	\$ 120/ hour
Designer III	\$ 130/ hour
Designer IV	\$ 155/ hour
Administrative	\$ 135/ hour
Design Manager	\$ 150/ hour
Project Specialist	\$ 170/ hour
Project Manager	\$ 190/ hour
Principal	\$ 205/ hour
Partner	\$ 240/ hour

- B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

- C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at sixty-two-and-a-half cents (\$0.625) per mile.
2. Long distance phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

- D. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

- E. Payment due Barker Rinker Seacat Architecture, P.C. shall bear interest at the rate of one and one-half percent (1.5%) per month, commencing sixty days after the date of billing.

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Reimbursable Expense Budget

Castle Rock Sports Center
Reimbursable Expense Budget

Prepared 7/17/2022
Revised 5/19/2023

Expenses	SD Base and Additional Services	DD/CD Base and Additional Services
BRS Reimbursables	\$ 469	\$ 1,453
Sub-Consultant Reimbursables	\$ 6,200	\$ 11,350
Electronic Service Fee	\$ 600	\$ 1,200
Internal Copies	\$ 500	\$ 1,000
Deliveries	\$ 250	\$ 500
Large Format Copies	\$ 300	\$ 600
Bid Sets	\$ -	\$ -
Misc.	\$ -	\$ -
Sub-Total	\$ 8,319	\$ 16,103
10% mark-up	\$ 831	\$ 1,610
TOTAL	\$ 9,150	\$ 17,713