

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Festival Park Pre-Construction Services)**

DATE: _____, 2015.

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

DESIGN WORKSHOP, INC., a Colorado corporation, 1390 Lawrence Street, Suite 100, Denver, Colorado 80204-2048 (“Consultant”).

RECITALS:

- A. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide preconstruction services, to include preparation of construction documents and assistance with rezoning and permitting for Festival Park Phases I and II in accordance with Consultant’s proposal dated November 2, 2015 attached as *Exhibit 1* (“Services”). Such Services are identified as Tasks 1 through 3 in *Exhibit 1*.

Section 2. Payment. Consultant shall invoice Town for the Services rendered on a monthly basis in accordance with the rate and fee scheduled identified in *Exhibit 1*. Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$471,000, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services by December 31, 2017. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant 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 Consultant. In addition, this Agreement shall terminate on December 31, 2016 in the event funds to support payment under this Agreement are not appropriated for calendar year 2017. 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. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant 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 Consultant 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. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

A. Notify the subcontractor and the Town within three days that the Consultant 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 Consultant 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.

Consultant 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 Consultant 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 Consultant shall be liable for actual damages to the Town.

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant 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. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant 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 Consultant'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.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, 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 Consultant. 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 Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant'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 Consultant 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 Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant 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 \$350,000 per person, \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 9. Indemnification. Consultant 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 Consultant 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 Consultant.

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.

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. Consultant and Town hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant 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. Consultant 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 Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Jeff Brauer, Director of Parks & Recreation

CONSULTANT:

DESIGN WORKSHOP, INC.
a Colorado corporation

By: _____

Its: _____

November 11, 2015

Jeff Brauer
Town of Castle Rock
Parks and Recreation Department

Dear Jeff:

This letter is a request for approval to complete Additional Services associated with Festival Park located in Castle Rock. Based on our ongoing conversations and Town Council's design approval on 10/20/2015, we understand that the following services will be required:

SCOPE OF SERVICES

Task Four. Construction Documents

The general objective for this phase of the work is to finalize the design and prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the Client approved Preferred Concept Plan package (presented to Castle Rock Town Council on 10/20/2015), Design Workshop will prepare Construction Documents (CDs).

Per discussions with the Client, Design Workshop will prepare one set of Construction Documents for both Phase I (north of the retaining wall) and II (south of the retaining wall). The schedule assumes that this will all be constructed as one phase. However, an alternative schedule has been provided should the Town seek to fast track the Phase I portion of the project in advance of the approvals from FEMA and the Army Corps of Engineers required for Phase II. In either scenario, both phases will be designed and documented concurrently.

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
2. Conduct technical work sessions with municipal staff.

DESIGNWORKSHOP

3. Coordinate Design Workshop's work with sub-consultants and other consultants retained by the Client. Coordinate interdisciplinary Construction Document reviews between the consultants.
4. Review materials and technical systems with potential fabricators and contractors.
5. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
6. Host weekly design team conference calls with sub-consultants. Host bi-weekly conference calls with the Client group. Attend three (3) meetings in Castle Rock.
7. Prepare a Construction Document level opinion of probable construction cost at the 60% CD submittal and at the 90% CD submittal.
8. Participate in value engineering sessions.
9. Submit the 60% Construction Documents to the Town of Castle Rock for permitting. Comments from the Town will be incorporated into the design documents and resubmitted at 90% and 100% Construction Documents. Design Workshop will wet-stamp the Construction Documents as required.

The following products will be prepared/delivered:

1. One (1) Demolition Plan sheet at 1"=20' scale.
2. One (1) Tree Protection Plan sheet at 1"=20' scale.
3. Four (4) Layout (Horizontal Control) Plan sheets at 1"=10' scale locating vehicular and pedestrian pavements, landscape walls, site furnishings, and other site elements.
4. Four (4) (Insert number (#)) Materials Plan sheets at 1"=10' scale showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
5. Four (4) Planting Plans sheets at 1"=10' scale showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
6. Details and reference sections of the above-described landscape materials with information required for construction, installation, and finishing of landscape components of the project.
7. Signage and Wayfinding design development and bid drawings.

- a. It is anticipated that there will be two informational signs located in the park, and a two project signs attached to the entry monuments and to the pavilion.
 - b. The drawings will clearly articulate the forms, finishes, size and appearance of the signs through plans, sections and details.
 - c. The drawings will be to Industry Standard signage design documents that articulate finishes, proportions and desired outcomes so a fabricator can provide accurate bids and construction shop drawings/engineering.
8. Technical specifications for improvements and/or site features described by the above listed drawings in standard 2004 (six digit) CSI format. General Conditions, Special Requirements and Bidding Documents shall be provided by the Client.
9. Review the work of Design Workshop's sub-consultants for conformance to Design Workshop's design intent:
- d. Grading and Erosion Control plans
 - e. Irrigation plans and details
 - f. Site Lighting plans and details
 - g. Architecture plans and details
 - h. Environmental delineation and reports
10. Review the work of outside consultants, including manufacturers or design-build contractors prior to construction observation, for conformance to Design Workshop's design intent:
- a. Bridge design and structural engineering
11. Preliminary Construction Document level opinion of probable construction cost, delivered at the 60% and 90% Construction Document submittals.

Task Five. Zoning and Permitting

The general objective for this phase of work will be to assist the Town in rezoning the property, and to submit documents for review and permitting to the various Authorities Having Jurisdiction. Two items (the zoning plan and the Plat) will require specific documentation for submittal. The rest of the submittals will use of the Construction Documents prepared in task Four, this task includes time for response memos and sub-consultant coordination.

The specific tasks to be completed are as follows:

1. Provide a Site Plan to the Client that can be used for rezoning.

- a. It is assumed that One (1) Site Plan sheet at 1"=20' scale will be adequate.
 - b. It is understood that Design Workshop will furnish plans for the submittal, that the Client will facilitate the submittal process, and that the Client will present the plans at any required public hearings (such as to the Planning Commission and the Town Council).
 - c. The Town recommends the property be rezoned to POS-1.
2. Coordinate with the Civil Engineer to assemble a plan for replatting the project. It is understood that the Plat can be processed administratively, therefore will not require any public hearings.
 3. Design Workshop will submit the 60%, 90%, and 100% Construction Documents (CDs), prepared in task Four, to the City for review.
 - a. It is expected that the City will review and provide comments on the 60% and 90% CDs, and that 100% CDs will be submitted for final acceptance.
 - b. The project scope and timeline is structured so that Design Workshop can incorporate revisions per the City comments into the 90% and 100% CDs, and will not prepare a separate "Permit Set" of drawings.
 - c. Design Workshop will prepare response memos to addresses comments received. The response memos will accompany the revised submittals.
 4. It is understood that Design Workshop will provide the Construction Documents, but the Client will meet with and present to the Downtown Design Review Board and the Historic Preservation Board.
 5. It is understood that the Client will take the lead on approvals required per the Preble's Meadow Jumping Mouse CRZ, but that Design Workshop will provide information about the design (such as area calculations) as needed.
 6. Coordinate with sub-consultants who are making additional submittals, such as the GESC and Utility plan submittals.

Task Six. Bidding and Negotiation

The general objective for this phase of the work will be to assist the contractor in developing a clear understanding of the project for purposes of preparing construction bids. Based on the Client's approval of Construction Documents and the latest opinion of probable construction costs, Design Workshop shall assist the Client in obtaining bids or negotiated proposals.

This work shall occur in the period after the completion of Construction Documents and prior to awarding a construction contract. It is understood that Design Workshop will not prepare separate "Bid Documents", but will issue the 90% Construction Documents for

bidding. Design Workshop will incorporate changes made due to final permitting comments, and changes due to Bid Clarifications or Bid Addenda into a final 100% Construction Document package that will be issued as the final bid and construction set.

It is understood that the client will lead the bidding and negotiation process, including issuing documents for bidding, and will provide the General Conditions, Supplemental Conditions, and Bid Forms.

The specific tasks to be completed are as follows:

1. Assist the Client in pre-qualifying contractors for work designed by Design Workshop. A list of approved contractors for the disciplines utilized will be submitted to the Client prior to issuing Bid Documents.
2. Bid Documents will include the plans and technical specifications prepared in Task 4, delivered as an integrated package with the Architectural and Civil Construction Documents, as well as a Bid Tabulation.
3. Furnish quantities and itemize site components for the Bid Tabulation.
4. Review Bid Documents to assure that there are no major errors or omissions.
5. Participate in one (1) Pre-Bid conference with bidders for work designed by Design Workshop and sub-consultants.
6. Prepare addenda to the Construction Documents, as clarification is required.
7. Review substitutions and alternatives as requested by the bidders and make recommendations regarding the same.
8. Attend up to one (1) meeting with the low bidders on items designed by Design Workshop to review bids and facilitate understanding of the project scope.
9. Participate in value engineering sessions with selected low bidders during negotiation.

Task Seven. Construction Observation

The general objective for this phase of the work is to provide observation of the landscape construction process and ensure the quality of the final product.

Design Workshop will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and on the basis of observations while at the site,

Design Workshop will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

The specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and his subcontractors as part of the site visit schedule.
 - a. It is assumed that the contractor will host the weekly OAC meetings, and that Design Workshop can attend these meetings via phone conference.
 - b. For efficiency, Design Workshop will attempt to time Construction Observation site visits to coincide with OAC meetings where possible.
2. One trip to local place of growth (selected by contractor) to select and tag plant material for conformance to specifications.
3. Review and approve shop drawings, samples, mock-ups and other submissions of the contractor for compliance with construction documents.
4. Respond to requests for clarifications.
5. Prepare and submit landscape architecture related field orders.
6. Review certificates of payment submitted by contractors.
7. Observe paving layouts and quality of workmanship of paving materials.
8. Observe location and quality of plant material.
9. Observe landscape grading.
10. Review as-built drawings.
11. Review fabricator shop drawings and structural engineering for signs to ensure desired outcomes are achieved.
12. Provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
13. Conduct a substantial completion punchlist.
14. Perform warranty inspections.
15. Tag replacement plant materials at supply source with contractor.

16. At the end of the establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation to the Client.
17. This proposal includes Professional Service time for up to Twenty (20) site visits / construction observation meetings as follows:

Pre-construction Meeting	1
Construction Observation (Phase 1)	10
Construction Observation (Phase 2)	5
Nursery Visit	1
Substantial completion punch list	1
Approval to Begin Establishment Period	1
Acceptance of Established Landscape	1
	<hr/>
Total Site Visits	20

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Jeff Zimmermann

Jeff will continue to serve as Principal-in-Charge of the project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Jake Sippy

Jake will continue to serve as the Project Manager for the project and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team

as well as regular communication and coordination with all members of the consultant team.

SUB-CONSULTANTS

Work provided by sub-consultants to Design Workshop are detailed in the attached proposals, but are briefly summarized here:

Kimley-Horn

- Construction Document and Design Reports required by the Town. Includes site layout and grading in conjunction with Design Workshop, GESC plan and report, utility plans and reports, stormwater and water quality plans and reports.
- Hydraulic modeling and flow analysis for improvements to Sellars Gulch, including submittals of the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) to FEMA for approval.
- Traffic Impact Study for the partial closure of 2nd Street.

Tomecek Studio Architecture

- Architecture design for the Canopy Walk and the Pavilion.
- Includes Studio 8.18 Engineering for structural engineering.

Waterline Studios

- Fountain Design, including fountain equipment, piping, water filtration and treatment systems, water storage, and control systems.
- Does not include electrical engineering, or MEP for connections beyond the fountain.

Lacroux Streeb

- Site lighting, including landscape lights, area lighting, pavilion and water feature lighting, 2nd Street lights, gateway features, and lighting at signage.
- Does not include electrical engineering.

Biohabitats

- Nationwide Permit (assuming a 14 Linear Transportation permit) and Preliminary Jurisdictional Wetland / Waters of the U.S. Delineation.

Hydrosystems KDI

- Irrigation design, including site water analysis.

Allowances included for sub-consultants To Be Determined

- Electrical engineering for the lighting, restrooms and water feature.
- Cultural analysis report for the USFW permit process.
- Geotechnical sampling, analysis and recommendations.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated, although this is subject to change:

- November 18, 2015 – Notice to proceed from the Client
- December 14, 2015 – 30% Construction Documents for Client review
- January 18, 2016 – 60% Construction Documents to start permitting processes
- March 21, 2016 – 90% Construction Documents
- June 10, 2016 – 100% Construction Documents
- September 26, 2016 – Issue Bid Documents
- November 19, 2016 – Starlighting Ceremony
- November 2016 through November 2017 – Construction
- November 18, 2017 – Starlighting Ceremony

FEE

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately for a fee of \$471,000. This fee includes reimbursable expenses (printing, photography, and travel). The project will be invoiced monthly.

The contract conditions of existing Agreement dated March 17, 2015 shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort. Note that the breakdown between Design Workshop and Sub-consultant fees is provided for reference only; in the event of a discrepancy the total amount for each task takes priority.

Task 4. Construction Documents (total):	\$304,000
<i>Design Workshop fee:</i>	\$89,900
<i>Sub-consultant fees:</i>	\$214,100
Task 5. Zoning and Permitting (total):	\$92,825
<i>Design Workshop fee:</i>	\$14,300
<i>Sub-consultant fees:</i>	\$78,525
Task 6. Bidding and Negotiation (total):	\$8,600
<i>Design Workshop cap:</i>	\$8,600
<i>Sub-consultant cap:</i>	\$0

Note: This task will be billed on a time and materials basis, not to exceed the indicated "cap" without written authorization from the client.

Additional Services Proposal for Festival Park (DW #5323)
Castle Rock, CO
November 11, 2015

Task 7. Construction Observation (total): \$65,575
Design Workshop cap: \$27,585
Sub-consultant cap: \$37,990

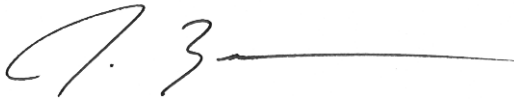
Note: This task will be billed on a time and materials basis, not to exceed the indicated "cap" without written authorization from the client.

Grand Total: \$471,000

Please call me at 303.623.5186 if you have any questions regarding this request for additional services.

Sincerely,

DESIGN WORKSHOP, INC.



Jeff Zimmermann
Principal

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

Attachments:

- *"dw-5323-Subconsultants-Compiled-151109.pdf" – Sub-consultant agreements as described above in "Sub-Consultant" section.*
- *"Design Workshop Festival Park PH 1-2 CDs.pdf" – Town of Castle Rock Services Agreement for Festival Park Pre-Construction Services.*