

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Consulting Agreement” or “Agreement”) is made and entered into this 14TH day of November, 2017, by and between Design Workshop, Inc., a Colorado Corporation, whose address is 1390 Lawrence Street, Suite 100 Denver, CO 80204 (hereinafter referred to as “Consultant”) and the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as “Town” or “Erie”).

W I T N E S S E T H

WHEREAS, the Town desires to engage the Consultant to render the professional services described in this Consulting Agreement and the Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Consulting Agreement; and,

WHEREAS, legal authority exists to engage the Consultant and sufficient funds have been budgeted and are available for the work to be performed by the Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Consultant agree as follows:

1. The Project. The Consultant's services are engaged under this Consulting Agreement for the following project: **I-25 MASTER PLAN** (“Project”).

2. Consultant’s Services. The Consultant shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Services”). The Consultant shall perform the Services in accordance with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall perform the Services meeting all industry safety standards.

3. Additional Services. The Town may request the Consultant to perform additional work or phases of the Project in addition to the Services. The Consultant agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Consulting Agreement or a new agreement in which the Town and the Consultant shall define the scope of, and additional payment for, the additional work or phases of the Project.

4. Compensation. In consideration for the performance of the Services, the Town shall pay to the Consultant a fee in the total amount of **\$449,841.00**, and payable in accordance with the payment schedule, as set forth in Exhibit “B”, attached hereto and incorporated herein by this reference.

5. Reimbursable Expenses. The Town agrees to reimburse the Consultant for the reimbursable expenses incurred by the Consultant in connection with the Services, such expenses to be described in detail in Exhibit “B”. Travel expenses between the Town and the Consultant's office shall not be considered reimbursable expenses. The Consultant shall maintain an accurate record of all such expenses and provide itemized records and copies of receipts when submitting such expenses to the Town for reimbursement. The maximum amount reimbursable by the Town to the Consultant under this Consulting Agreement shall be set forth on Exhibit “B”. Such expenses not described on Exhibit “B”, shall not be reimbursed by the Town.

6. Commencement and Completion of Services. The Consultant understands and agrees that time is an essential requirement of this Consulting Agreement. The term of this Consulting Agreement shall commence on November 14, 2017 and shall end on December 31, 2018. The Services shall be completed as soon as good practice and due diligence will permit.

7. Termination.

A. This Consulting Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Consulting Agreement through no fault of the terminating party.

B. This Consulting Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Consultant.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Consultant in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Consulting Agreement, whether completed or in progress.

8. Insurance.

8.1 Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph 17 of this Consulting Agreement. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Consultant or a subcontractor engaged in the performance of work under this Consulting Agreement.

B. 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 completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within 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 or non-owned vehicles assigned to or used in the performance of this Consulting Agreement. The policy shall contain a severability of interests provision.

D. Professional Liability insurance within minimum single limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

8.2 The policies required by subparagraphs B and C, above shall be endorsed to

include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy require above.

8.3 A certificate of insurance shall be completed by the Consultant's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Consulting Agreement. The certificate shall identify this Consulting Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Consultant shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to: Town Clerk, Town of Erie, PO Box 750, Erie, CO 80516

8.4 Notwithstanding any other portion of this Consulting Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Consulting Agreement for which the Town may immediately terminate this Consulting Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Consultant from the Town.

8.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Consulting Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

9. Payment of Subconsultants Consultant shall contract with and pay any and all subconsultants used by Consultant in the performance of the Project. The Town shall in no event have any liability to any subconsultant, and Consultant shall hold the Town harmless with respect to any payments alleged to be due to Consultant's subconsultants.

10. Compliance with Applicable Laws. In connection with the execution of this Consulting Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Consultant shall adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Consulting Agreement shall apply with respect to Consultant's failure to comply with all applicable laws or regulations.

11. Prohibited Interest.

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that in the performance of the Consulting Agreement, no person having any such interest shall be employed.

B. No official or employee of the Town shall have any interest, direct or indirect, in the Consultant, this Consulting Agreement or the proceeds therefrom.

12. Independent Contractor. The Consultant shall perform all Services as an independent contractor, and nothing in this Consulting Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Consultant shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Consultant for the Services.

13. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with generally accepted accounting principles and practices, consistently applied, and will be made available for the Town's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the services.

14. Obligation of Non-Disclosure. The Consultant agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Consultant pursuant to this Consulting Agreement, or provided to the Consultant by other consultants. Consultant shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town's benefit. Consultant shall not use the information or items set forth hereinabove for its own account, or another's account, or in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Consultant's subconsultants under this Consulting Agreement, and hereby approves such sharing and use.

15. Acknowledgement of Ownership. Consultant acknowledges that all drawings documents, information and materials relating to the Services performed and the Project for which the Services are performed, as well as those items described in paragraph 14, are or shall become, upon termination of this Consulting Agreement, the exclusive property of the Town. However, the Town grants the consultant a nonexclusive right to use and reproduce the drawings and the information they disclose, for professional awards submittals, marketing efforts and other promotional purposes after the project drawings and associated content has been seen by the public. Additionally, should the project be published by the Town, in hard copy or digital form, Design Workshop shall be listed as the lead/ master planning consultant

16. Return of Information. Promptly upon the Town's request, and in any event upon the termination of this Consulting Agreement for any reason, all documents, materials and writings, as well as those items described in paragraph 14, and all copies thereof provided by the Town to the Consultant, directly or indirectly, shall be returned by the Consultant to the Town.

17. Professional Liability. The Consultant shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Consultant shall be liable to the Town for any damages, or costs incurred by the Town for the replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard if the consultant is unable to correct the deficiency or defects after the

Town provides written description of said deficiency or defects to the Consultant.

18. Communications. All communications relating to the day-to-day Services for the Project shall be exchanged between the respective Project representatives of the Town and the Consultant who will be designated by the parties promptly upon commencement of the Services.

19. Indemnification. Consultant agrees to indemnify and save harmless the Town against any and all, debts, , damages or obligations asserted against the Town to the extent caused by the willful misconduct or negligent acts or omissions of Consultant or anyone for whom the Consultant is legally liable at Consultant's own expense. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant seeking to impose liability for such claim or demand, Consultant, to the extent such liability is caused by the willful misconduct or negligent acts or omissions , shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted. Consultant shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.

20. No Assignment. Consultant's duties and obligations pursuant to this Consulting Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the sole discretion of the Town.

21. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town: Fred Diehl
Assistant to the Town Administrator
Town of Erie
P.O. Box 750
Erie, Colorado 80516

With a copy (which shall not constitute notice) to: Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

If to the Consultant: Jim MacRae, Principal
Design Workshop, Inc
1390 Lawrence Street, Suite 100
Denver, Colorado 80204

With a copy (which shall not constitute notice) to: Mark Feldmann, CFO
Design Workshop, Inc
1390 Lawrence Street, Suite 100
Denver, Colorado 80204

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

22. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that the amount of **\$449,841.00** has been budgeted for compensation for work done pursuant to this Consulting Agreement for the current fiscal year ending **December 31, 2017**. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning **January 1, 2018**, then, and in that event, this Consulting Agreement shall immediately terminate as of **December 31, 2017**, without further action of any party. The Town shall provide notice to Consultant prior to **December 31, 2017**, as to whether an appropriation has been made for further work anticipated following **December 31, 2018**.

B. The amount of money appropriated by the Town is equal to or in excess of the Consulting Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Consulting Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Consulting Agreement.

23. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Consultant certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Consultant will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Consultant agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it 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.

C. Consultant has verified through participation in the E-Verify Program that the Consultant does not employ any illegal aliens.

D. Consultant shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (1) 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 (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing 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.

F. The Consultant shall comply with any reasonable request by the Colorado 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. section 8-17.5-101(5).

G. If Consultant violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. Consultant understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

24. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Consulting Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Consultant by the Town when due shall earn interest at the rate of twelve percent (12%) per annum.

25. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

27. Entire Agreement. This Consulting Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.

28. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Consulting Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Consulting Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Consulting Agreement shall not be affected thereby.

29. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Consulting Agreement.

30. Binding Agreement. This Consulting Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

(Signatures on next page)

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
A.J. Krieger, Town Administrator

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

CONSULTANT:

Design Workshop, Inc.,
a Colorado corporation

By:  _____
Jim MacRae, Principal

ATTEST:

By:  _____
Mark Feldmann, CFO

EXHIBIT "A"

(Services to be provided by Consultant)

I-25 & Erie Parkway Master Plan

DESIGN WORKSHOP

MASTER TASKS AND DELIVERABLES

	DESIGN WORKSHOP	GENSLER	MILESBRAND	CALIBRE ENGINEERING
PHASE 1: PROJECT INITIATION				
Task 1	Meet with Town to review Work Plan on Aug 11th	Meet with Town to review Work Plan on Aug 11th	Meet with Town to review Work Plan on Aug 11th	Meet with Town to review Work Plan on Aug 11th
Task 2	Review Reports/ Maps to identify Short Comings of reports and/or maps	Review Reports/ Maps to identify Short Comings of reports and/or maps HOW MANY REPORTS/MAPS?	Review Reports/ Maps to identify Short Comings of reports and/or maps	Review Reports/ Maps to identify Short Comings of reports and/or maps [CIVIL SCOPE TO INCLUDE AVAILABLE CITY AND COUNTY MAPPING REVIEW, IGA'S, CITY PROVIDED TITLE WORK REVIEW]
Task 3	Revise Draft Work Plan based on Town's Input	N/A	N/A	Collect and Coordinate Data for Project Base Map [CIVIL SCOPE TO INCLUDE INFORMATION GATHERING FROM COUNTY AND STATE ARCHIVES PERTAINING TO EXISTING LAND MAPPING DATA]
Task 4	Collect and Distributed Reports/ Maps to Team	N/A	N/A	Create Project Base Map [CIVIL SCOPE INCLUDES PROVIDING A LAND MAP FOR USE AS AN UNDERLAY FOR ARCHITECTS LAYOUT]
Task 5	Sumamarize Reports	N/A	N/A	Site Walk Do we need this?
Task 6	Review Document Examples with Town and confirm layout/ writing guide, QM process, etc.	N/A	N/A	N/A
Task 7	Review Document Examples for Design Standards and Guidelines Document?	Review Document Examples for Design Standards and Guidelines Document?	N/A	Review Document Examples for Design Standards and Guidelines Document? [CIVIL TO OBTAIN INFORMATION ABOUT SURROUNDING DEVELOPMENT CONCEPT DESIGNS]
Task 8	Coordinate Branding and Marketing Strategy with MilesBrand	N/A	Branding and Marketing Strategy	N/A
Deliverable(s)				
Task 9	"White Paper" on shortcomings or additional information needed to sent Town	"White Paper" on shortcomings or additional information needed for existing building codes, building standards, etc.	"White Paper" on shortcomings or additional information needed for Town Marketing, Collateral, Website, etc.	"White Paper" on shortcomings or additional information needed for site and infrastructure information, existing or planned, etc. [CIVIL SCOPE TO INCLUDE A BASIS OF DESIGN NARRATIVE]
Task 10	Finalize Contract with Town	N/A	Prepare Branding and Marketing Plan	Base Map (scale to be determined) [NO CIVIL - COMPLETED BY ARCHITECT]
Task 11	Prepare Final Contract for Signature Sub-Contracts	N/A	N/A	Collect and Distribute Base Map to Team for Comments
Task 12	Prepare Project Schedule	N/A	N/A	N/A
Task 13	Assist with Branding and Marketing Plan			
Task 14	Prepare Community Engagement Plan	N/A	N/A	N/A
Task 15	Table of Contents and Graphic Format for Final Document	N/A	N/A	N/A

PHASE 2: VISION and GOAL SETTING				
Task 1	Coordinate Objectives and Agenda for Vision/ Goal Setting Session with Town	N/A	N/A	N/A
Task 2	Determine what community outreach tools and methods are required for Vision/ Goal Setting Session	N/A	N/A	N/A
Task 3	Organize Graphics and/or Tools to Facilitate Vision/ Goal Setting Session	Assist DW with content preparation for public meeting	N/A	N/A
Task 4	Develop List of Precedent Projects to Analyze and Document	Develop List of Precedent Projects to Analyze and Document	Develop List of Precedent Projects to Analyze and Document	Develop List of Precedent Projects to Analyze and Document
Task 5	Vision and Goal Setting Session at Town Hall (2 hours)	Vision and Goal Setting Session at Town Hall (2 hours)	Vision and Goal Setting Session at Town Hall (2 hours)	Vision and Goal Setting Session at Town Hall (2 hours) [CIVIL SCOPE IF NECESSARY]
Task 6	Site Visit (1 hour)	Site Visit (1 hour) dovetailed with above meeting?	Site Visit (1 hour)	Site Visit (1 hour) [CIVIL SCOPE IF NECESSARY]
Task 7	Document Discussion from Vision/ Goal Setting	N/A	N/A	N/A
Task 8	Host Community Engagement Open House at Town Hall	Host Community Engagement Open House at Town Hall	Host Community Engagement Open House at Town Hall	Host Community Engagement Open House at Town Hall [CIVIL SCOPE IF NECESSARY]
Task 9	Preparation of 90% Document	Review and comment of 90% Document	Review and comment of 90% Document	Review and comment of 90% Document
Deliverable(s)				
Task 10	Agenda for Vision / Goal Setting Session	N/A	N/A	N/A
Task 11	Graphics for Vision/ Goal Setting Session	Assist with graphics for Vision/ Goal Setting Session	N/A	N/A
Task 12	Meeting Notes from Vision/ Goal Setting Session			
Task 13	Meeting Notes from Community Engagement Open House	N/A	N/A	N/A
Task 14	Chapter 1: Vision and Goal Setting Document (11 x 17" Color Bound PDF)	N/A	N/A	N/A

PHASE 3: EXISTING CONDITIONS AND ANALYSIS				
Task 1	Get Data and maps for Context and Site Analysis for Land Use/ Open Space/ Mobility/ Drainage, etc.	Context and Site Analysis for Urban Form, Historic Structures, etc.	Review Town's Current Marketing Collateral and Website	Context and Site Analysis for Transit/ Transportation Plans, Utilities and Oil & Gas (O&G) , Environmental Assessment and Drainage Master Plans
Task 2	Confirm encumbrances and others setbacks (I&25), easements, etc.	Building Precedents	N/A	Confirm encumbrances and others setbacks (I&25), easements, etc.
Task 3	Prepare for and facilitate Consultant team meeting (1-3 hour meeting at DW office)	Attend Consultant team meeting (1- 3 hour meeting at DW office)	Attend Consultant team meeting (1- 3 hour meeting at DW office)	Attend Consultant team meeting (1- 3 hour meeting at DW office)
Task 4	Confirm Net Developable Land Area(s)	N/A	N/A	Review distribution and treatment plan capacities
Task 5	Research Market Factors and Outline for Market Study Report	N/A	N/A	N/A
Task 6	Storyboard Context and Site Analysis Diagrams	N/A	N/A	N/A
Task 7	Review Existing Conditions and Analysis with Town Staff at Town Hall (1-2 hours)	Review Existing Conditions and Analysis with Town Staff at Town Hall (1-2 hours)	Review Existing Conditions and Analysis with Town Staff at Town Hall (1-2 hours)	Review Existing Conditions and Analysis with Town Staff at Town Hall (1-2 hours)
Task 8	Document Discussion from Existing Conditions and Analysis Meeting	N/A	N/A	N/A
Task 9	Quality Management Review of Document	Review and Comment of 90% Document	Review and Comment of 90% Document	Review and Comment of 90% Document
Deliverable(s)				
Task 10	Document Existing Conditions Maps (Land Uses, Drainage/ Flood Plain/ Vegetation/ Soils / etc.)	Assessment of Town's Current Building Character and Historic Structures	Assessment of Town's Current Marketing and Branding Campaign	Existing Conditions Maps (Roads/ Access / Utilities/ O&G sites /etc.)
Task 11	Proposed Conditions Map (Future Land Uses / Drainage Structures / etc.	N/A	N/A	Proposed Conditions Map (Future Transit / Roadways / Interchange / Utility Infrastructure / etc.)
Task 12	Net Developable Land Summary Map	N/A	N/A	N/A
Task 13	Development Framework Diagram	N/A	N/A	N/A
Task 14	Market Research and Investigation Report	N/A	N/A	N/A
Task 15	Meeting Notes for Existing Conditions and Analysis Meeting with Town	N/A	N/A	N/A
Task 16	Chapter 2: Existing Conditions and Analysis Document (11 x 17" Color Bound PDF)	N/A	N/A	N/A

PHASE 4: SITE ALTERNATIVE PLANS				
Task 1	Establish Planning Criteria and Metrics for Alternatives	Establish Planning Criteria and Metrics for Alternatives	N/A	[CIVIL SCOPE INCLUDES ASSEMBLING DRAINAGE AND ROADWAY CORRIDOR ALTERNATIVES, I25 RAMP ALTERNATIVES]
Task 2	Consultant Team Work Session - DRAFT Site Alternative Plans (2-3 hours at DW Office)	Consultant Team Work Session - DRAFT Site Alternative Plans (2-3 hours at DW Office)	N/A	Consultant Team Work Session - DRAFT Site Alternative Plans (2-3 hours at DW Office)
Task 3	Draft Site Alternative Plans for Town	Assist with Draft Site Alternative Plans for Town	N/A	Assist with Draft Site Alternative Plans for Town
Task 4	Review Draft Alternatives with Town Staff at Town Hall (1-2 hours)	Review Draft Alternatives with Town Staff at Town Hall (1-2 hours)	Review Draft Alternatives with Town Staff at Town Hall (1-2 hours)	Review Draft Alternatives with Town Staff at Town Hall (1-2 hours)
Task 5	Revise Site Alternative Plans	Revise Site Alternative Plans	N/A	Revise Site Alternative Plans
Task 6	Review Site Alternative Plans with Town Trustees (1 hour at Town Hall)	Review Site Alternative Plans with Town Trustees (1 hour at Town Hall)	N/A	Review Site Alternative Plans with Town Trustees (1 hour at Town Hall)
Task 7	Developer Round Table with Town Staff and Trustees only - Review Site Alternative Plans.	N/A	N/A	N/A
Task 8	Confirm community engagement tools and methods with Town Staff	N/A	Develop Branding and Marketing Campaign with Community	N/A
Task 9	Prepare for and facilitate Consultant team meeting (1-3 hour meeting at DW office)	Attend Consultant team meeting (1-3 hour meeting at DW office)	Attend Consultant team meeting (1-3 hour meeting at DW office)	Attend Consultant team meeting (1-3 hour meeting at DW office)
Task 10	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)
Task 11	Assess potential impacts to Zoning Codes, Other Town Plans, etc.	Assess potential impacts to Zoning Codes, Other Town Plans, etc.	N/A	Assess potential impacts to Zoning Codes, Other Town Plans, etc.
Task 12	Document Discussions as MS Word doc	N/A	N/A	N/A
Task 13	Quality Management Review of Document	Review and Comment on 90% Document	N/A	Review and Comment on 90% Document
Deliverable(s)				
Task 14	Three (3) Site Alternative Plans (Land Uses Map with Development Summary)	N/A	N/A	Three (3) Site Alternative Plans (Land Uses Map with Development Summary)
Task 15	Three (3) Site Alternative Plans (Illustrative Plans)	N/A	N/A	N/A
Task 16	3D Sketch Up massing model for one alternative of the 100 ACRE site	3D Sketch Up massing model for one alternative of the 100 ACRE site	N/A	N/A
Task 17	Key Diagrams for each site alternative plan (Parks/ Open Spaces/ Mobility)	Key Diagrams for each site alternative plan (Building Form/ Building Use and Typology)	N/A	Key Diagrams for each site alternative plan (Roads / Access/ Utility Infrastructure) [CIVIL SCOPE TO INCLUDE DETAILS AND CONCEPT SKETCHES FOR INCLUSION ON THE ARCHITECTS MAPS]
Task 18	Provide Character Imagery for Parks/ Open Space/ Mobility/ etc.	Provide Character Imagery for Building Forms/ Typology/ Character	N/A	Provide Character Imagery for LID concepts
Task 19	Meeting Notes for Meetings with Town and Community			
Task 20	"White Paper" for Potential Impacts to Zoning Codes, other Town planning requirements, infrastructure plans, etc.	N/A	OUTLINE for Branding and Marketing Plan (11 x 17", Bound, Color, PDF)	"White Paper" for Potential Impacts to Zoning Codes, Transit Impacts on Phasing/ Zoning, other Town planning requirements, infrastructure plans, etc.
Task 21	Chapter 3: Site Alternative Plans Document (11 x 17" Color Bound PDF)	N/A	N/A	N/A

PHASE 5: PREFERRED MASTER PLAN				
Task 1	Establish Criteria for Preferred Master Plan	Establish Criteria for Preferred Master Plan		Establish Criteria for Preferred Master Plan
Task 2	Consultant Team Work Session - DRAFT Preferred Master Plan (2-3 hours at DW Office)	Consultant Team Work Session - DRAFT Site Alternative Plans (2-3 hours at DW Office)	Consultant Team Work Session - DRAFT Site Alternative Plans (1 hour at DW Office)	Consultant Team Work Session - DRAFT Site Alternative Plans (2-3 hours at DW Office)
Task 3	Draft Preferred Master Plan for Town	Assist with Draft Preferred Master Plan for Town	N/A	Assist with Draft Preferred Master Plan for Town
Task 4	Review Draft Preferred MP with Town Staff at Town Hall (1-2 hours)	Review Draft Preferred MP with Town Staff at Town Hall (1-2 hours)	Review Draft Preferred MP with Town Staff at Town Hall (1-2 hours)	Review Draft Preferred MP with Town Staff at Town Hall (1-2 hours)
Task 5	Review Draft Preferred MP with Developer Round Table Session at Town Hall (1-2 hours)	Review Draft Preferred MP with Developer Round Table Session at Town Hall (1-2 hours)	Review Draft Preferred MP with Developer Round Table Session at Town Hall (1-2 hours)	Review Draft Preferred MP with Developer Round Table Session at Town Hall (1-2 hours)
Task 6	Revise Preferred Master Plan		N/A	N/A
Task 7	Review Preferred Master Plan with Town Trustees (1 hour at Town Hall)	Review Preferred Master Plan with Town Trustees (1 hour at Town Hall)	N/A	Review Preferred Master Plan with Town Trustees (1 hour at Town Hall)
Task 8	Prepare for and facilitate consultant team meeting (1-3 hour meeting at DW office)	Attend consultant team meeting (1-3 hour meeting at DW office)	Attend consultant team meeting (1-3 hour meeting at DW office)	Attend consultant team meeting (1-3 hour meeting at DW office)
Task 9	Confirm community engagement tools and methods with Town Staff	N/A	Develop Branding and Marketing Campaign with Community	N/A
Task 10	Review Preferred Master Plan with Community in Open House (2-3 hours at Town Facility)	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)	Review Site Alternative Plans with Community in Open House (2-3 hours at Town Facility)
Task 11	Document Discussions as MS Word doc		N/A	N/A
Task 12	Provide Info (Development Summary, Site Development Calc's, etc.)	Provide Info (Development Summary, Site Development Calc's, etc.)	N/A	Provide Info (Development Summary, Site Development Calc's, etc.)
Task 13	Preparation of 90% Document	Review and Comment on 90% Document	N/A	Review and Comment on 90% Document
Task 14	Assemble all information/ provide content for chapter	N/A	N/A	N/A
Deliverable(s)				
Task 15	Preferred Master Plan (Land Use Plan with Development Summary)	N/A	N/A	N/A
Task 16	Preferred Master Plan (Illustrative Plan with Keynotes)	N/A	N/A	N/A
Task 17	3D Sketch Up model for Preferred Master Plan	3D Sketch Up model for Preferred Master Plan	N/A	N/A
Task 18	Development Phasing Diagrams including Development Summaries	Development Phasing Diagrams including Development Summaries	N/A	Development Phasing Diagrams including Development Summaries
Task 19	Key Diagrams for Preferred Master Plan (Parks/ Open Spaces/ Mobility)	Key Diagrams for Preferred Master Plan (Building Form/ Building Use and Typology)	N/A	(Key Diagrams, Roads / Access/ Utility Infrastructure) [INCLUDES REVISING DETAILS PER INPUT FROM CITY]
Task 20	Provide Character Imagery for Parks/ Open Space/ Mobility/ etc.	Provide Character Imagery for Building Forms/ Typology/ Character	N/A	Provide Character Imagery for LID concepts
Task 21	Prepare 3D Vignettes for Project (3 Views total)	Assist with preparing 3D Vignettes for Project (3 Views total)	N/A	N/A
Task 22	Meeting Notes for Meetings with Town and Community			
Task 23	Revised "White Paper" for Potential Impacts to Zoning Codes, other Town planning requirements, etc.	N/A	DRAFT Branding and Marketing Plan (11 x 17", Bound, Color, PDF)	Revised "White Paper" for Potential Impacts to Zoning Codes, other Town planning requirements, etc.
Task 24	Chapter 4: Preferred Master Plan Document (11 x 17" Color Bound PDF)	N/A	N/A	N/A

EXHIBIT "B"

(Payment Schedule and reimbursable expenses description and limit)

I-25 & Erie Parkway Master Plan

DESIGN WORKSHOP

FEES PER PHASE	
PHASE	FEES ONLY
PROJECT INITIATION	
TOTAL HOURS	163
TOTAL FEES	\$28,662
VISION and GOAL SETTING	
TOTAL HOURS	267
TOTAL FEES	\$39,849
EXISTING CONDITIONS AND ANALYSIS	
TOTAL HOURS	667
TOTAL FEES	\$99,016
SITE ALTERNATIVE PLANS	
TOTAL HOURS	1033
TOTAL FEES	\$145,125
PREFERRED MASTER PLAN	
TOTAL HOURS	984
TOTAL FEES	\$137,189
TOTAL HOURS (All Phases Listed)	
	3,114
TOTAL FEES (All Phases Listed)	
	\$449,841
<i>Please note that expenses are excluded from any dollar amounts listed.</i>	