

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER FOR DESIGN OF THE
LOWERTOWN BALLPARK

This AGREEMENT is made by and between the City of Saint Paul, a municipal corporation (hereinafter referred to as "City" or "Owner"), and Ryan Companies US, Inc., a Minnesota corporation ("Design-Builder"), this _____ day of February, 2013, for the following "Project":

Lowertown Ballpark as described in the Owner's RFP-30505-12 issued November 16, 2012 and any addenda thereto.

I. PROJECT SCOPE AND BASIC SERVICES

1.1 The Project shall be delivered in two parts. Part 1 shall include all those services under this Agreement, including all attachments (the "Part 1 Agreement"). Part 2 shall include the balance of design, construction documents, bidding, and project construction. The City's target design and construction cost for Parts 1 and 2 of the Project is \$42.9 million, subject to any additions or deletions to that amount agreed to by the City and Design-Builder during the course of Design-Builder's performance of its Services (as hereinafter defined) under this Part 1 Agreement (the "Target Design Build Budget").

1.2 Under this Part 1 Agreement and as more particularly described in Exhibit A attached hereto and made a part hereof, the Design-Builder will provide all services needed for the programming, schematic design, design development, and cost estimating for design and construction of the Project set forth in RFP-30505-12, as required for Design-Builder to propose a guaranteed maximum price for the Project (collectively, the "Services") on or before August 23, 2013. As part of the Services, the Design-Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements. The Design-Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget. The Design-Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design-Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification.

1.3 Upon completion of the Services described in Section 1.2 above, the Design-Builder shall submit to the Owner a copy of the design development documents, a statement of the proposed guaranteed maximum price based on the design development documents, a statement of the Business and Workforce Inclusion goals for Part 2 services that have been approved by the City, and a proposed schedule for the Part 2 Project work that shows substantial completion of the Project no later than February 27, 2015 (assuming execution of the contract with Design-Builder for the Part 2 work on or before September 6, 2013 and Design-Builder's permitted access to the Project site by such September date to begin demolition of the existing building improvements). The design development documents shall consist of drawings, outline specifications or other documents to a level of completion that is adequate for the Design-Builder to submit a guaranteed maximum price for Part 2 of the Project. If Design-Builder fails to provide the

Services under this Part 1 Agreement or if the deliverables are unacceptable to the City because they fail to meet the Target Design Build Budget, schedule or design criteria, then the City may terminate this Agreement for cause and shall have no obligation to enter into the Part 2 contract with Design-Builder. If, however, the Design-Builder satisfies the terms of this Part 1 Agreement and Design-Builder's deliverables meet the Target Design Build Budget, schedule and design criteria, then the City and Design-Builder shall enter the Part 2 contract for the balance of the design and construction of the Project. Part 2 services will be provided using the design-build delivery method.

1.4 Design services required by this Part 1 Agreement shall be performed by qualified architects and other design professionals. Any licenses required to perform the services under this Agreement must be current and accepted in the State of Minnesota. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder.

1.5 The agreements between the Design-Builder and the persons or entities working as agents, subcontractors or independent contractors in performing the services under this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

1.6 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design-Builder. Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design-Builder.

1.7 Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, subcontractors and their agents and employees, including the architect and other design professionals, performing any portion of the Design-Builder's obligations under this Part 1 Agreement.

1.8 If the Design-Builder believes or is advised by the architect or by another design professional retained to provide services on the Project under this Part 1 Agreement that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder shall notify the Owner in writing. Neither the Design-Builder nor the architect shall be obligated to perform any act which either believes will violate any applicable law.

1.9 The standard of care for all design professional services performed to execute the Services under this Part 1 Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

1.10 Prior to the termination of the services of the architect or any other design professional designated in this Part 1 Agreement, the Design-Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable

objection, who will provide the services originally to have been provided by the architect or other design professional whose services are being terminated. The Design-Builder shall be responsible for any additional costs associated with the other architectural or design professionals to the extent engaging new architectural or design professionals causes the Design-Builder to exceed its Fee under this Part 1 Agreement.

1.11. The Design-Builder and Owner shall meet on a schedule to be determined by Owner to review the progress of the design documents.

II. ADDITIONAL SERVICES

2.1 The Additional Services described in **Exhibit A** or in this Section shall be provided by the Design-Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.

2.2 Additional Services shall include making revisions in the final, Owner-approved schematic or design development documents budget or other documents when such revisions are:

- a) inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by Owner's adjustments in its program, Project schedule or Project budget; or
- b) due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Agreement. (the foregoing revisions are collectively referred to herein as "Design Revisions").

III. OWNER RESPONSIBILITIES

3.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project.

3.2 The Owner designates Jody Martinez or her designee, Paul Johnson, as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design-Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's Services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design-Builder's Services.

3.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving hazardous materials, or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

3.4 The Owner shall communicate with persons or entities employed or retained by the Design-Builder through the Design-Builder, unless otherwise directed by the Design-Builder. The authorized representative for the Design-Builder for this Project shall be Mark Maghrak or his designee.

3.5 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program.

3.6 The Owner shall provide all necessary access to the Project site, including any easements, land rights, or other land agreements.

IV. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

The documents, drawings and other design development documents prepared by the Design-Builder or its design consultants pursuant to this Part 1 Agreement are the property of Design-Builder or its design consultants and Design-Builder or its design consultants shall retain all common law, statutory and other reserved rights, including the copyright thereto. However, upon final payment under this Part 1 Agreement, the Owner shall have a royalty-free license to reproduce, distribute and otherwise use such documents, drawings and other design development documents for the completion of design development drawings and preparation of construction documents necessary for the construction of the Project, provided that the Owner on its behalf and on behalf of any officials, employees, agents, design consultants or contractors authorized by the Owner to use such documents shall waive any claims against Design-Builder and its design consultants resulting from such use. In addition, Owner will be entitled to retain one or more copies of the schematic and design development documents, and shall be entitled to use them, in whatever format, or any model or reproduction of the structure for use in publicity, marketing, sales or merchandising.

V. TIME

5.1 The Design-Builder shall perform the Services, which shall not exceed the time limits contained in **Exhibit B** of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all Services under this Part 1 Agreement no later than August 23, 2013. Owner shall promptly review submissions following receipt thereof so as to avoid delay in the Design-Builder's performance of its Services under this Part 1 Agreement.

5.2 If, as a result of force majeure or other cause reasonably beyond the control of the Design-Builder, the Design-Builder's Services under this Part 1 Agreement have not been completed by August 23, 2013, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a change order regarding changes in scope, schedule, and compensation, if any. Failure of the parties, after working together in good faith, to execute a change order within ten (10) days of the above-identified date shall result in automatic termination of this Part 1 Agreement pursuant to the terms of Section 9.2 of this Part 1 Agreement.

5.3 The Design-Builder shall immediately notify the Owner if it determines that construction of the Project cannot be substantially completed on or before February 27, 2015, and advise the Owner of actions that could be undertaken so that the Project could be constructed so as to meet such deadline.

VI. PAYMENTS

6.1 The Design Builder will perform the Basic Services rendered under this Part 1 Agreement for the sum of \$1,716,111.00 (the "Fee"), a sum that will include the design and project management fees inclusive of the Design-Builder's profit and overhead for the Basic Services under this Part 1 Agreement.

6.2 Invoices will be forwarded to the Owner by the 5th day of each month for services performed in the previous month. Within thirty-five (35) days of the Owner's receipt of a properly submitted and correct application for payment, the Owner shall make payment to the Design-Builder. Payment requests shall utilize the AIA G703 format.

6.3 For Additional Services which have been authorized by Owner, calculation will be by the hourly rates listed in Exhibit C. The Design-Builder shall not perform any Additional Services until the parties have executed a change order, which shall include scope, schedule and compensation terms.

6.4 Disputes and payment of interest shall be subject to the provisions of Minnesota Statutes Section 471.425, the Minnesota Prompt Payment Act.

6.5 Upon receipt of payment from the Owner for Services hereunder, the Design-Builder shall pay all amounts due its design consultants in connection with their portion of the Services performed.

VII. DISPUTE RESOLUTION: MEDIATION AND ARBITRATION

Claims, disputes or other matters in question between the parties to this Part 1 Agreement arising out of or relating to this Part 1 Agreement or breach thereof may be subject to and decided by mediation or arbitration only if agreed to in writing by both parties.

VIII. MISCELLANEOUS PROVISIONS

8.1 This Part 1 Agreement shall be governed by the laws of the State of Minnesota and any litigation regarding its provisions shall be venued in Ramsey County District Court.

8.2 The Owner and the Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Part 1 Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Part 1 Agreement. Neither the Owner nor the Design-Builder shall assign this Part 1 Agreement without the written consent of the other.

8.3 This Part 1 Agreement represents the entire and integrated agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Part 1 Agreement may be amended only by written instrument signed by both the Owner and the Design-Builder.

IX. TERMINATION OF THE AGREEMENT

9.1 The Owner may terminate this Part 1 Agreement if the Design-Builder violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Design-Builder, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Design-Builder to cure the default within ten (10) working days of receipt of the notice of default. If the Design-Builder has failed to cure such default within ten (10) working days following receipt of the notice of default, then Design-Builder shall take all actions necessary to discontinue further commitments of funds, and the Owner shall finish the Services by whatever method the Owner may deem expedient. In such event, the Design-Builder shall receive compensation for the Services, including its profit, provided in accordance with this Part 1 Agreement up to and including the effective date of termination.

9.2 This Part 1 Agreement may be terminated by the Owner upon immediate written notice to the Design-Builder in the event that the Project is abandoned due to lack of sufficient funds. If such termination occurs, the Owner shall pay the Design-Builder for the Services completed up to and including the effective date of termination as well as Design-Builder's profit on the Services performed up to the date of termination.

9.3 Any termination by the Owner under Section 9.1 hereof shall be without prejudice to the rights of the Owner to pursue other remedies against the Design-Builder.

9.4 If the Owner fails to make payment of undisputed amounts or otherwise violates any material term or condition of this Part 1 Agreement, the Design-Builder may give written notice that the Design-Builder intends to terminate this Part 1 Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of the Owner to cure the default within 10 working days of receipt of the notice of default. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Design-Builder under this paragraph.

X. INDEMNIFICATION

To the fullest extent permitted by law the Design-Builder shall indemnify, hold harmless and defend the Owner, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the Owner, its officials, agents, or employees may hereafter sustain, incur or be required to pay, provided such liability, losses, costs, damages, expenses, claims or actions are attributable to bodily injury,

sickness, disease or death or to injury to or destruction of tangible property, but only to the extent arising out of or by reason of any negligent or willful act or omission of the Design-Builder, its officials, subcontractors, or agents or the employees of any of them, or by anyone for whose acts or omissions anyone of them may be liable, in the execution, performance, or failure to perform the Design-Builder's obligations in accordance with the provisions of this Part 1 Agreement.

XI. INSURANCE

Design-Builder shall be required to carry insurance of the kind and in the amounts shown below for the life of this Part 1 Agreement. The General Liability Insurance certificate shall state that the City of Saint Paul, its officials, employees, agents and representatives are named as additional insured.

1. General or Business Liability Insurance

Each Occurrence	\$ 3,000,000
General Aggregate	\$ 10,000,000

Policy must include an "all services, products, or completed operations" endorsement.

2. Automobile Insurance- When commercial vehicles are used in connection with a contract.
 - a. Bodily Injury

Per person	\$ 750,000
Per accident	\$ 1,000,000
 - b. Property Damage

Per accident	not less than \$50,000
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Coverage shall include: hired, non-owned and owned automobile insurance. When personal vehicles are used in connection with the Services, the City is not required to be named as Additional Insured.

- a. Bodily Injury

Per Person	\$ 30,000
Per accident	\$ 60,000
- b. Property Damage

Per accident	\$ 20,000
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When rental vehicles are used in connection with a contract, the Design-Builder shall either purchase insurance from the rental agency, or rely on its own insurance.

3. Worker's Compensation and Employer's Liability
 - a. Worker's Compensation per Minnesota Statutes
 - b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

- c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.
- 4. Professional Liability Insurance
 - a. Aggregate \$10,000,000
- 5. General Insurance Requirements
 - a. All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.
 - b. The Design-Builder may not commence any Services until Certificates of Insurance covering all of the insurance required for this Project are approved. Insurance must remain in place for the duration of this Part 1 Agreement and any extension periods.
 - c. The City reserves the right to review Design-Builder's insurance policies at any time to verify that City requirements have been met.
 - d. Nothing shall preclude the City from requiring Design-Builder to purchase and provide evidence of additional insurance if the scope of Services changes, if the amount of this Part 1 Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased. The cost of such additional insurance required by the City shall be added to the Fee to increase the amount thereof.
 - e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

XII. NOTICES

Any notice of default or termination under this Part 1 Agreement by either party to the other shall be sufficiently given when it is sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to:

City of Saint Paul: Jody Martinez
Saint Paul Parks and Recreation
500 City Hall Annex
15 W. Fourth Street_

Saint Paul, MN 55102

Design-Builder: Ryan Companies US, Inc.
50 South Tenth Street, Suite 300
Minneapolis, MN 55403
Attention: Mike Cairl

Either party may change the address for mailing by giving ten days written notice in the manner provided above.

In witness whereof, the parties have entered into this Part 1 Agreement the day and year first written above.

CITY OF SAINT PAUL



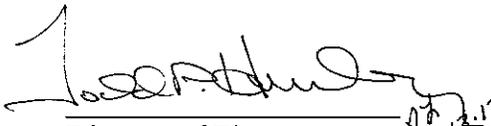
Mayor

RYAN COMPANIES US, INC.

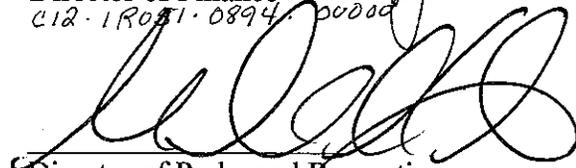


By Mike Cairl

Its Executive Vice President

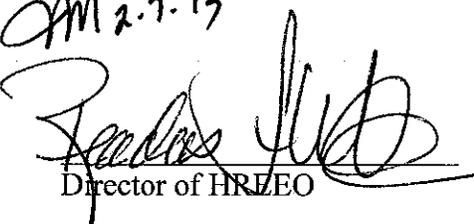


Director of Finance
C12-1R051-0894-00000
02.7.13



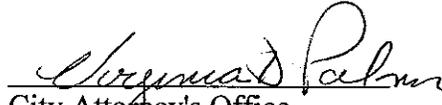
Director of Parks and Recreation

AM 2.7.13



Director of HR/EO

Approved as to form:



City Attorney's Office

**EXHIBIT A
SCOPE OF SERVICES**

BASIC SERVICES ADDITIONAL SERVICES NOTES / DELIVERABLES

1	PREDESIGN- CONSTRUCTION DOCUMENTS			
	Project Administration	X		
	Owner Meetings	X		Attendance at weekly OAC (Owner, Architect and Contractor) meetings is basic services.
	Owner Meetings Management		X	Management of agenda and minutes will be tracked hourly and billed as development coordination.
	Presentations – Base	X		Presentations to the project team at a maximum of three major milestones per phase.
	Presentations – Additional		X	Creation of customized plans, renderings and animations as needed for presentation to 3rd party groups, presentations to groups outside the core project team, and presentations for fundraising is additional as needed.
	Community Process - Base	X		Eight (8) listening, focus groups, charrette and progress/milestone meetings.
	Community Process - Additional		X	Increased or special presentation requirements and meetings will be billed hourly as development coordination.
2	PREDESIGN			
	Programming	X		Confirmation and completion of the previously submitted programming book.
	B3 Analysis	X		Define a sustainability approach and value analysis of options.
	Renderings		X	Available upon request.
	Graphic Design		X	Available upon request.
	Design Consultant Coordination	X		
	AHJ Review	X		
	Agency Review	X		
	Coordinate Owner-supplied Data	X		
	Civil Design/Documentation	X		Commensurate with progress of the project delivery.
	Landscape Design/Documentation	X		Commensurate with progress of the project delivery.
	Architectural Design/Documentation	X		Commensurate with progress of the project delivery.

	Interior Design/Documentation	X		Commensurate with progress of the project delivery.
	Structural Design/Documentation	X		Commensurate with progress of the project delivery.
	Mechanical Design/Documentation	X		Commensurate with progress of the project delivery.
	Electrical Design/Documentation	X		Commensurate with progress of the project delivery.
	Site Surveys		X	Owner provided.
	Site Platting/Recording		X	Owner provided.
	Existing Facilities Surveys		X	Owner provided.
	Marketing Studies		X	Available upon request.
	Economic Feasibility Studies		X	Available upon request.
	Project Financing		X	Billed hourly as development coordination.
	Constraints Analysis	X		
	On-Site Utility Studies	X		
	Off-Site Utility Studies		X	As required to coordinate on-site design and connection to existing utility lines.
	Environmental Studies and Reports		X	Owner provided and as required under EAW and demolition scope of services.
	Project Budgeting	X		Owner managed. Ryan to provide input and support as required.
	Traffic Studies		X	As defined in the EAW scope of services.
	Statement of Probable Construction Cost	X		
3	SCHEMATIC DESIGN			
	B3 (Implementation)	X		
	B3 (Administration)	X		
	Code review	X		Includes life safety code report, coordination with DSI and milestone updates.
	Renderings – Base	X		2 renderings will be provided as needed to advance the design and understanding of the project.
	Renderings – Additional		X	Additional renderings or greater detail required for special needs such as fundraising and promotional materials are additional as needed.
	Graphic Design		X	Available upon request.

	Fly-By/Walkthrough Computer Animations (avi)		X	Available upon request.
	NavisWorks (Schedule Integration)	X		As needed by Ryan to facilitate project delivery.
	NavisWorks (Clash Detection)	X		As needed by Ryan to facilitate project delivery.
	Quantity Takeoffs	X		As needed by Ryan to facilitate project delivery.
	Design Consultant Coordination	X		
	AHJ Review	X		
	Agency Review	X		
	Coordinate Owner-supplied Data w/ Documents	X		Owner provided data, impacting the design, must be provided in a timely manner as requested by the Design Team. Design changes or delays as a result of requirements to include additional data and/or data provided to the Team late will be additional.
	Civil Design/Documentation	X		Commensurate with progress of the project delivery.
	Landscape Design/Documentation	X		Commensurate with progress of the project delivery.
	Architectural Design/Documentation	X		Commensurate with progress of the project delivery.
	Interior Design/Documentation	X		Commensurate with progress of the project delivery.
	Structural Design/Documentation	X		Commensurate with progress of the project delivery.
	Mechanical & Plumbing Design/Documentation	X		
	Electrical Design/Documentation	X		
	Lighting	X		
	Materials Research	X		As required by Ryan to gain approvals and make value design decisions. If these are owner driven, they are additional services.
	Project Manual	X		
	Statement of Probable Construction Cost	X		
4	DESIGN DEVELOPMENT			
	B3 (Implementation)	X		
	B3 (Administration)	X		
	Renderings – Base	X		2 Renderings will be provided as needed to advance the design and understanding of the project.

Renderings – Additional		X	Additional renderings or greater detail required for special needs such as fundraising and promotional materials are additional as needed.
Graphic Design		X	Available upon request.
Fly-By/Walkthrough Computer Animations (avi)		X	Available upon request.
NavisWorks (Schedule Integration)	X		As needed by Ryan to facilitate project delivery.
NavisWorks (Clash Detection)	X		As needed by Ryan to facilitate project delivery.
Quantity Takeoffs	X		As needed by Ryan to facilitate project delivery.
Design Consultant Coordination	X		
AHJ Review	X		
Agency Review	X		
Coordinate Owner-supplied Data w/ Documents	X		Owner provided data, impacting the design, must be provided in a timely manner as requested by the Design Team. Design changes or delays as a result of requirements to include additional data and/or data provided to the Team late will be additional.
Civil Design/Documentation	X		Commensurate with progress of the project delivery.
Landscape Design/Documentation	X		Commensurate with progress of the project delivery.
Architectural Design/Documentation	X		Commensurate with progress of the project delivery.
Interior Design/Documentation	X		Commensurate with progress of the project delivery.
Structural Design/Documentation	X		Commensurate with progress of the project delivery.
Mechanical & Plumbing Design/Documentation	X		
Electrical Design/Documentation	X		
Audio/Visual	X		
Low Voltage	X		
Security	X		
Fire Protection	X		
Lighting	X		
Materials Research	X		As required by Ryan to gain approvals and make value design decisions. If these are owner driven, they are additional services.

	Project Manual	X		
	Statement of Probable Construction Cost	X		
5	CONSULTANTS			
	Acoustics/Vibration Analysis	X	X	David Braslau Associates will provide EAW and design consulting as defined in the EAW scope of services.
	ADA	X		Ed Roether Consulting will provide QA/QC review and regulatory liaison services.
	Architect	X		Ryan A+E - architect of record Julie Snow Architects - design architect AECOM - sport architect
	Architectural Computer Animations		X	Available upon request.
	Architectural Models		X	Available upon request.
	Architectural Renderings		X	Available upon request.
	Architectural Photography		X	Available upon request.
	Artwork		X	Available upon request.
	Audio/Visual	X		
	Building Code	X		Summit Fire Consulting will provide life safety code report, milestone review and regulatory liaison services.
	Building Energy / Envelope		X	Available by Henderson Engineers
	Civil	X		Ryan A+E will provide complete civil services.
	Commissioning - Fundamental		X	Owner provided.
	Commissioning - Enhanced		X	Owner provided.
	Cost Estimating	X		RLB Garrison will provide estimate support to Ryan.
	Electrical	X		
	Energy Modeling		X	Provided by Xcel Energy as part of the EDA program. Ryan will supply necessary design and cost information to Xcel.
	Environmental Testing		X	Braun will provide via Owner contract.
	FF&E Selection		X	FFE selection by the design team is additional.
	FF&E Management	X		Ryan will procure and manage the FFE.

Fire Protection	X		
Geotech		X	Braun will provide via Owner contract.
Graphic Design		X	Available upon request.
Hardware	X		Door Hardware Consulting
Historic		X	Summit will provide monitoring and review services via the EAW scope of services.
Interior Design	X		JSA will provide base interior design. Design associated with a 3rd party TI is additional.
Kitchen Equipment	X		
Landscape	X		Bob Close will lead the Ryan A+E team.
B3 Administration and Implementation	X		Ryan A+E will provide.
Legal Counsel		X	Available upon request.
Life Cycle Cost Estimating		X	Available upon request.
Lighting	X		
Lobbyist		X	Available upon request.
Low Voltage	X		
Materials Testing		X	Available upon request.
Mechanical	X		
Parking		X	TKDA will perform as defined in the EAW scope of services.
Plumbing	X		
Public Relations		X	Available upon request.
Real Estate Broker		X	Available upon request.
Revit Modeling for subcontractors	X		As needed by Ryan to facilitate project delivery.
Security	X		
Code required signage	X		
Wayfinding and additional signage		X	Available upon request.

Structural	X		Ericksen Roed & Associates will provide complete structural design services.
Surveying (ALTA, Boundary, Property)		X	Owner provided.
Traffic		X	TKDA will perform as defined in the EAW scope of services.
Website Development		X	Available upon request.
Wind		X	Available upon request.
Facility Operations and Assessment		X	Available upon request.
Public Art	X		4RM+ULA will manage the incorporation, coordination and public process.
Playing Field Design	X		DA Hogan will provide expert scoping and performance requirements.
Economic and Market Study		X	Available by AECOM Economics by request.

EXHIBIT B
SCHEDULE FOR PERFORMANCE OF SERVICES

<u>Activity</u>	<u>Start</u>	<u>Finish</u>
Programing verification by City	1/28/2013	2/8/2013
Development & Use Agreements Executed	1/28/2013	3/1/2013
Schematic Design	2/11/2013	4/5/2013
Schematic Design confirmation by City	4/8/2013	4/19/2013
Environmental Analysis Worksheet (EAW) Process	1/28/2013	4/19/2013
Design Development	4/22/2013	7/16/2013
Design Development confirmation by City	7/17/2013	7/30/2013
Demolition bid package	4/1/2013	4/26/2013
Prepare Lump Sum Estimate and Scope Documents	7/17/2013	8/23/2013
Lump Sum Estimate confirmation by City	8/26/2013	9/6/2013

EXHIBIT C
HOURLY RATES FOR PERFORMANCE OF ADDITIONAL SERVICES

Hourly Rates

RYAN PERSONNEL

Ryan Companies US, Inc. - Construction

	<u>Rate</u>
Project Manager	\$115.00
Field Engineer II	\$105.00
Field Engineer I	\$85.00
Senior Superintendent	\$99.85
Superintendent	\$93.64
Assistant Superintendent	\$80.08
Field Coordinator	\$115.45
Safety Director	\$98.00
Safety Coordinator	\$93.00
Virtual Design Construction Manager	\$180.00
Senior Virtual Construction Coordinator	\$135.00
Virtual Construction Coordinator	\$108.00
Site Specialist	\$125.00
Environmental Specialist	\$150.00
Inclusion Coordinator	\$85.00
Development Services	\$250.00
Jobsite Administrator	\$45.00

Ryan A+E, Inc.

Architect of Record/Civil/Landscape

	<u>Rate</u>
Principal	\$160.00
Director	\$150.00
Architect 4	\$135.00
Architect 3	\$115.00
Architect 2	\$95.00
Architect 1	\$85.00
Engineer 4	\$135.00
Engineer 3	\$115.00
Engineer 2	\$95.00
Engineer 1	\$85.00
Administrative	\$85.00
Intern	\$45.00

AECOM

Sports Architect

Sr. Manager, Architecture	\$254.49
Sr. Manager, Project Manager	\$230.72

Sr. Manager, Project Management	\$185.15 - \$229.46
Manager, Project Management	\$180.95
Manager, Architecture	\$180.32 - \$207.34
Architect IV, Architecture	\$120.05 - \$168.25
Architect III, Architecture	\$96.43 - \$110.81
Designer III, Architecture	\$110.78 - \$111.83
Designer II, Architecture	\$78.33 - \$90.58
Designer I, Architecture	\$67.38 - \$75.99
Designer IV, Interiors	\$119.32
Designer III, Interiors	\$98.91
Construction Administrator II, Construction	\$171.32
Writer III, Technical Writing	\$142.03
CADD Drafter III, Design	\$89.53 - \$99.61
Specialist I, BIM	\$96.78
Sr. Administrative Asst., Administration	\$87.08
Sr. Clerk, Administration	\$62.16
Receptionist, Administration	\$56.81

Julie Snow Architects

Design Architect

Principal 1	\$230.00
Principal 2	\$170.00
Sr. Project Architect	\$125.00
Project Manager	\$125.00
Design Director	\$125.00
Marketing Director	\$110.00
Project Architect	\$115.00
Project Manager	\$115.00
Designer 3	\$115.00
Designer 2	\$90.00
Designer 1	\$70.00
Drafter	\$60.00
Administrator	\$55.00

Ericksen Roed & Associates

Structural

Principal	\$185.00
Sr. Project Manager	\$140.00
Sr. Professional Engineer	\$130.00
Project Manager	\$120.00
Professional Engineer	\$109.00
Engineer	\$89.00
Sr. Structural Designer	\$99.00
Structural Designer	\$79.00

4RM+ULA

Public Artist

Managing Partner	\$125.00
Partner/Sr. Architect	\$125.00
Project Architect/Designer	\$80.00
Designer	\$60.00
Architectural Technician	\$50.00

Bob Close Studio, LLC

Landscape Architect

Bob Close	\$150.00
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Henderson Engineers, Inc.

Mechanical/Electrical/Low Voltage/Lighting

Senior Principal	\$190.00
Principal	\$170.00
Associate	\$140.00 - \$165.00
Department Director	\$125.00 - \$140.00
Project Manager	\$120.00
Senior Professional Engineer	\$135.00 - \$155.00
Professional Engineer	\$110.00 - \$130.00
Senior Designer	\$110.00 - \$125.00
Designer	\$85.00 - \$105.00
BIM/CADD Technician	\$70.00 - \$85.00
Administrative Assistant	\$70.00 - \$80.00
Clerical	\$65.00
Site Observation Specialist	\$100.00 - \$120.00
Sr. Technology Specialist	\$135.00 - \$150.00
Technology Specialist	\$95.00 - \$120.00
Sr. Network Consultant	\$135.00 - \$150.00
Technology Specialist	\$95.00 - \$120.00
Sr. Security Specialist	\$135.00 - \$150.00
Security Specialist	\$95.00 - \$120.00
BIM Specialist	\$85.00 - \$135.00
CADD Specialist	\$80.00 - \$100.00

Braun Intertec

Geotechnical Consultant

Principal Engineer	\$149.00
Structural Engineer	\$149.00
Senior Engineer	\$132.00
Project Engineer	\$115.00
Staff Engineer	\$89.75

Tech IV	\$78.00
Tech III	\$69.00
Tech II	\$60.00
Project Assistant	\$60.00

Environmental Consultant

Principal Scientist	\$145.00
Senior Scientist	\$145.00
Project Scientist	\$133.00
Staff Scientist	\$87.00
Tech IV	\$87.00
Tech III	\$78.00
Tech II	\$66.00
Project Assistant	\$60.00

RLB | Garrison

Cost Estimating

Principal	\$175.00
Senior Cost Manager	\$135.00
MEP Cost Manager	\$115.00
Cost Manager	\$105.00

D.A. Hogan & Associates

Playing Field Designer

Principal Engineer	\$150	
Principal Landscape Architect	\$150	
Project Engineer		\$140.00
Project Landscape Architect		\$140.00
CAD Tech		\$75.00
Administrative		\$45.00

Environmental Noise

David Braslau Associates, Inc.

David Braslau	\$150.00
Fran Mankowski	\$100.00

Summit Fire Consulting

Code Consulting

Sr. Fire Protection Engineer	\$180.00
Fire Protection Engineer	\$150.00
Fire Protection Consultant	\$115.00
Designer	\$90.00

Ed Roether Consulting, LLC

Accessibility Consultant

Ed Roether	\$250.00
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Dominic Marinelli	\$175.00
Kleo King	\$200.00

EVS Engineering & Land Surveys

NPDES/SWPPP

Principal-In-Charge	\$160.00
Licensed Surveyor	\$150.00
Senior Engineer	\$135.00
Project Engineer	\$105.00
Staff Engineer / Environmental Specialist	\$95.00
Engineering / Environmental Technician	\$85.00
Two-Person Survey Crew	\$165.00
One-Person Survey Crew	\$100.00
Clerical	\$60.00

Solution Blue, Inc.

Sustainable Field Design

Senior Professionals

Hydrologic, Hydraulic and Water Quality Modeling and Analysis	\$140.00
Project Engineer/Civil Engineer/Landscape Architect	\$110.00
Project Manager/Construction Administrator	\$100.00
Water Resources Permitting	\$140.00
Field Inspector	\$85.00
Environmental Regulatory Specialist	\$155.00
Environment/Remediation Engineer	\$130.00
Environmental Field Manager/Geologist	\$100.00
Environmental Scientist	\$100.00
Agronomist/turf Specialist	\$120.00

Graduate Staff

Hydrologic, Hydraulic and Water Quality Modeling and Analysis	\$80.00
Engineer-in-Training (EIT) for Urban Stormwater BMP Design	\$75.00
Water Resources Permitting	\$80.00

Technical Support

Landscape Designer	\$75.00
CADD Technician	\$65.00
Field Inspector	\$70.00
Administration and Clerical Assistance	\$45.00

TKDA

Traffic & Utility

Sr. Registered Engineer, Architect, Landscape Architect, or Sr. Planner	\$111.00 - \$267.00
Registered Engineer, Architect, Landscape	\$77.00 - \$180.00

Architect, Planner or Certified Interior Designer	
Graduate Engineer, Architect, Landscape	\$62.00 - \$87.00
Architect, Planner or Interior Designer	
Engineering, Architectural, or Planning Specialist II	\$80.00 - \$208.00
Engineering, Architectural, or Planning Specialist I	\$71.00 - \$134.00
Technician III (after 40 hrs/week, rate is 1.5 times)	\$62.00 - \$97.00
Technician II (after 40 hrs/week, rate is 1.5 times)	\$52.00 - \$84.00
Technician I (after 40 hrs/week, rate is 1.5 times)	\$46.00 - 69.00

The Bigelow Companies

Food Service

Principal	\$210.00
Designer	\$135.00
CAD Drafter	\$85.00
Clerical	\$55.00

Summit Envirosolutions

Archeological Consultant

Department Manager	\$110.00
Archaeologist III	\$95.00
Archaeologist II	\$85.00
Archaeologist I	\$65.00
Archaeological Technician II	\$55.00
Archaeological Technician I	\$50.00
GIS Specialist	\$65.00
GPS Unit - Daily Rate	\$75.00

All rates are valid through May 31, 2014, and are subject to annual adjustment effective June 1st, each year thereafter.