

CITY OF LITTLETON
AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between **ATKINSREALIS USA INC.** whose business address is 4600 S. Ulster Street, Suite 1100, Denver, Colorado 80237 (“Contractor”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. City and Contractor are referred to as a “Party” or collectively as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, City needs certain services to be performed as described in this Agreement;
and

WHEREAS, Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, Contractor represents that it can perform the services described in this Agreement within the deadlines provided in this Agreement; and

WHEREAS, Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, Parties mutually agree as follows:

1.0 SERVICES AND PERFORMANCE

As directed by City, Contractor shall provide the services described in **Exhibit A, Scope of Services** (the “Services”). Exhibit A is incorporated herein in its entirety. City may request a change in the Services. Any changes that are mutually agreed upon between City and Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.

2.0 INDEPENDENT CONTRACTOR

Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with City other than as a contracting party and independent contractor. City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or Contractor’s employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA);

workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

3.0 STANDARD OF PERFORMANCE

In performing the Services, Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to City that Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

- 3.1 Contractor shall become fully acquainted with the available information related to the Services. Contractor is obligated to affirmatively request from City such information that Contractor, based on Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 Contractor shall promptly inform City concerning ambiguities and uncertainties related to Contractor's performance that are not addressed by the Agreement.
- 3.3 Contractor shall provide all of the Services required in the Agreement in a timely and professional manner.
- 3.4 Contractor shall promptly comply with any written request for City or any of its duly authorized representatives to reasonably access, review and audit any books, documents, papers, and records of Contractor that are pertinent to Contractor's performance under this Agreement for the purpose of City performing any review of the Services.
- 3.5 Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.
- 3.6 Contractor shall be responsible at Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.7 Prior to designating an outside professional to perform sub-consultant or subcontractor work, Contractor shall submit the name of such sub-consultant or subcontractor, a resume demonstrating their experience in work of like character and magnitude of the services being contemplated, and rates to City and receive prior approval in writing from City.

4.0 COMPENSATION

- 4.1 **Maximum Contract Amount.** The maximum contract amount to be paid by City to Contractor pursuant to this Agreement shall in no event exceed the sum of **\$1,400,000**.
- 4.2 Following execution of this Agreement, City shall compensate Contractor in accordance with Exhibit A. Any increases or modification of compensation shall be subject to the approval of City. Any changes that are mutually agreed upon between City and Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.
- 4.3 Contractor shall submit to City a detailed invoice of the services performed, and if City is satisfied with Contractor's performance, City shall pay the invoice within forty-five (45) days.
- 4.4 Unless otherwise directed or accepted by City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for Services during the stated period of the invoice. City may dispute any Contractor time, reimbursable expense, and/or compensation requested by Contractor described in any invoice and may request additional information from Contractor substantiating all compensation sought by Contractor before accepting the invoice. When additional information is requested by City, City shall advise Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If City disputes an item or invoice and additional information is requested, City shall pay Contractor within thirty (30) days of acceptance of the item or invoice by City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.
- 4.5 **Taxes.** The City of Littleton is not subject to taxation. The Contractor shall not invoice the City for any state, federal or local taxes whatsoever. Upon written notification by the City, the Contractor shall reimburse the City in a timely manner for any taxes erroneously paid by the City.

5.0 TERM AND TERMINATION

- 5.1 **Term.** Performance of Services shall commence upon execution of Agreement and shall be completed by **March 31, 2029**, unless terminated earlier pursuant to this Agreement. Contractor acknowledges and agrees that this Agreement's execution may be contingent upon approval by City Council, in compliance with all applicable provisions of City Charter and City Code. City shall not incur any liability whatsoever if this Agreement is not approved by City Council.
- 5.2 **Unilateral Termination.** This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other at least ninety (90) days

prior to termination. In the event of the exercise of the right of unilateral termination as provided by this subsection, Contractor shall continue to provide Services under this Agreement until the ninety (90) day notice period has passed, unless otherwise provided in any notice of termination delivered by City; and all finished or unfinished documents, data, studies and reports prepared by Contractor pursuant to this Agreement shall be delivered to City and shall become the property of City.

- 5.3 **Termination for Non-Performance.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purposes of this subsection, “reasonable time” shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this subsection, nothing in this subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 5.4 **Mutual Termination.** City and Contractor may agree in writing to mutually terminate this Agreement.
- 5.5 **City Unilateral Suspension of Services.** City may suspend Contractor’s performance of the Services at City’s discretion and for any reason by delivery of written notice of suspension to Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, Contractor shall immediately cease performance of Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 5.6 **Reinstatement of Services Following City’s Unilateral Suspension.** City may at its discretion direct Contractor to continue performance of the Services following suspension. If such direction by City is made within thirty (30) days of the date of suspension, Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, Contractor may elect to: (1) provide written notice to City that the suspension is considered a unilateral termination of this Agreement; (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by City, to provide written notice to City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement. Nothing in

this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

- 5.7 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of Contractor or to City at the address shown in subsection 11.13, or such other address as either Party may notify the other of.

6. INSURANCE

- 6.1 **Required Insurance.** Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified (“Required Insurance”).

City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of Agreement or of any of City’s rights or remedies under this Agreement.

A. Workers’ Compensation and Employers’ Liability insurance with minimum limits as required by state law. The policy shall cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work.

B. Commercial General Liability insurance with minimum combined single limit for each occurrence of one million dollars (\$1,000,000.00) and of two million dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. The policy shall name City of Littleton as additional insured.

C. Professional Liability (Errors and Omissions) insurance with a minimum limit of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement.

The Required Insurance shall be procured and maintained with insurers with a financial standing of at least an A- rating, as reflected in Best’s insurance ratings or by a similar rating system recognized within the insurance industry at the time

the policy is issued. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor.

6.2 **Additional Requirements for Insurance.** In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to the following:

A. All policies of insurance shall be primary insurance, and any insurance carried by City, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor; provided, however, that City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services provided by Contractor. Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage.

D. Contractor shall provide City with notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

6.3 **Failure to Obtain or Maintain Insurance.** Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Contractor arising from performance or non-performance of this Agreement. Failure on the part of Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which City may immediately terminate this Agreement, or, at its discretion, City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City immediately upon demand, or at City's sole discretion, City may offset the cost of the premiums against any monies due to Contractor from City pursuant to this Agreement.

6.4 **Insurance Certificates.** Prior to commencement of any Services under this Agreement, Contractor shall submit to City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. City may request, under necessary circumstances, a copy of Contractor's insurance policies; such policies shall be made available for review but may be redacted to protect any confidential or proprietary information. Contractor shall provide access to said policies within three (3) business days of such request. City may, at its election,

withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

- 6.5 **Sub-consultants or Subcontractors.** Contractor shall confirm and document that all sub-consultants and subcontractors (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

7.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by Contractor pursuant to this Agreement shall become property of City upon delivery and shall not be made subject to any copyright unless authorized by City. Other materials, methodology and proprietary work used or provided by Contractor to City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by Contractor and Contractor reserves all rights granted to it by any copyright. City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, Colorado Revised Statutes ("C.R.S.") § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. Contractor waives any right to prevent its name from being used in connection with the Services.

8.0 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER LAWS CONCERNING ACCESSIBILITY

Contractor covenants that all designs, plans and drawings produced or utilized under this Agreement will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility standards ("UFAS").

If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. If Contractor fails to comply with the foregoing standards, City may, without limiting any of its remedies set forth in Section 10 or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense to City, all Services required to be reperformed as a direct or indirect result of such failure.

9.0 CONFLICT OF INTEREST

Contractor shall refrain from providing any services to other persons, firms, or entities that would create a conflict of interest for Contractor with regard to providing the Services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City–adopted Code of Conduct or ethical principles.

10.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, City may exercise the following remedial actions if Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by Contractor. The remedial actions include:

- A. Suspend Contractor’s performance pending necessary corrective actions as specified by City; and/or
- B. Withhold payment to Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for Services which have not been satisfactorily performed, and which, due to circumstances caused by Contractor, cannot be performed, or if performed would be of no value to City; and/or
- D. Recover actual and/or consequential damages; and/or
- E. Terminate this Agreement.

The foregoing remedies are cumulative and City, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

11.0 MISCELLANEOUS PROVISIONS

- 11.1 **No Waiver of Rights.** 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. City’s approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by City except in writing signed and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

- 11.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to City, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 11.3 **Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, national origin, ethnicity, citizenship, immigrations status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. Such action 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.
- 11.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assignees; provided that this Section shall not authorize assignment.
- 11.5 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, subconsultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 11.6 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with

the rules, regulations, and resolutions of City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 11.7 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, **the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.** The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement.
- 11.8 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 11.9 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned. No assignment shall release Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 11.10 **Headings.** The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 11.11 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both City and Contractor.
- 11.12 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 11.13 **Notices.** Any notice required or permitted by this Agreement shall be in writing and addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed given upon delivery if personally

delivered, or forty-eight (48) business hours after deposited in the United States Mail properly addressed to the intended recipient, postage prepaid, registered or certified mail, with return receipt requested.

If to City:	If to Contractor:
City Manager City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	ATKINSREALIS USA INC. 4600 S. Ulster Street Suite 1100 Denver, CO 80237
With copy to: City Attorney City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	

12.0 INDEMNIFICATION AND HOLD HARMLESS

Contractor expressly agrees to, and shall, indemnify and hold harmless City and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and reasonable attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of Contractor in performance of the Services under this Agreement. Nothing in this Section shall constitute an agreement by Contractor to indemnify or hold City harmless for any omission or action by City or any of its elected and appointed officials, officers, agents, or employees. By demanding this right to indemnification, City in no way waives or limits its rights under the Colorado Governmental Immunity Act, C.R.S. § 24-20-101, *et. Seq.*

13.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and Contractor and bind their respective entities.

14.0 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

Contractor consents to the use of electronic signatures by City. The Agreement and any other documents requiring a signature hereunder may be signed electronically by City in the manner specified by City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of

an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

CITY OF LITTLETON, COLORADO

ATTEST

Kyle Schlachter
MAYOR

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY



CONTRACTOR

Scott Reed
DIVISION MANAGER

Date

EXHIBIT A

SCOPE OF SERVICES

The Owner's Representative ("Owner's Rep") will manage and oversee design and construction for the Main Street Improvements - Phase I of Project Downtown. Working closely with the City's Director of Major Projects, the Owner's Rep will be responsible for managing the technical consultants, facilitating collaboration with community stakeholders and business owners, and ensuring the design reflects the City's vision and priorities. The role will also include monitoring budget and schedule performance, risk management, guiding value engineering and constructability reviews, and preparing phasing strategies and compliance documentation to inform future construction and capital planning.

The Owner's Rep will coordinate with the City's Director of Major Projects, design consultant, CM/GC, Independent Cost Estimator ("ICE"), the City's Communications & Marketing Department, and the Littleton Downtown Development Authority ("LDDA"); and facilitate the Technical Working Group ("TWG") with an enhanced role in construction oversight and controls. Public engagement will be led by the Director of Major Projects and design consultant; the Owner's Rep will provide QA/QC on process integrity and ensure traceability between stakeholder input and design decisions. The Owner's Rep shall ensure coordination across all parties and act as the City's single point of accountability for governance, scope, schedule, budget, and risk reporting. All technical design submittals will remain the design consultant's responsibility.

During the Early and Final Design phases, the Owner's Rep shall provide governance and owner-side controls to keep scope, schedule, budget, and risk aligned with City objectives and Certificate of Participation ("COP") financing requirements. The Owner's Rep shall coordinate with the City's Director of Major Projects, design consultant, CM/GC, and ICE to drive constructability, value engineering, and milestone estimate reconciliations; ensure integration of the Parking & Curbside Management Strategy into the design; and manage permitting/utility tracking, phasing, and Maintenance of Traffic ("MOT") integration. Public engagement shall be led by the City's Director of Major Projects and the design consultant; the Owner's Rep role shall be limited to processing quality assurance and feedback traceability. The Owner's Rep shall also prepare the framework for Construction Agreed Price ("CAP") negotiations to enable a clean transition to construction.

CONTRACT STRUCTURE AND PHASE AUTHORIZATION:

The total project budget for Owner's Rep services across all project phases—including PART A.1) Early Design, PART A.2) Final Design and PART B) Construction —shall not exceed **\$1,400,000.00** (one million four hundred thousand dollars).

Upon contract execution, the City will issue a Notice to Proceed (“NTP”) for services through the Early Design phase only. The Early Design Phase has a Not-to-Exceed (“NTE”) amount of **\$117,390.00** (see attached Early Design Phase Services Fee). This fee is calculated based on the understanding as indicated herein.

PRICING ASSUMPTIONS:

Owner’s Rep assumptions and basis of fee are included in “Owner’s Representative Services Fee: Early Design Phase” attachment. These assumptions are inclusive of all work for A.1) Early Design and PART A.2) Final Design. Should the particulars of assumptions and basis of fee for this Project change (e.g. scope, size, complexity, budget), the City will afford the Owner’s Rep an opportunity to review and agree a scope and fee adjustment as necessary, which will be incorporated via contract amendment.

The City may, at its sole discretion, issue a subsequent NTP for Final Design phase services following completion of the Early Design phase and following contract amendment and City Council authorization to proceed to Final Design.

The City may, at its sole discretion, issue a subsequent NTP for the Construction phase following completion of the Final Design phase and establishment of the CAP, and following contract amendment and City Council authorization to proceed to Construction.

No work beyond the Early Design phase shall be authorized or commence unless, and until, a separate written NTP is issued by the City.

The aggregate compensation for all phases (Early Design, Final Design and Construction, including all approved reimbursables and contingencies) has an NTE of **\$1,400,000.00**. The Final Design phase fee and Construction phase fee will be negotiated at a later date and memorialized via a contract amendment. Under no circumstances shall the total combined compensation exceed this established NTE.

Following City acceptance of the 100% Final Design documents, completion of pre-construction deliverables, and City Council approval, the City will request a Construction phase fee proposal based on the approved project scope, schedule, and risk allocations at that time. The City will negotiate a lump-sum or other agreed compensation basis using the Owner’s Rep submitted labor rate schedule and mutually agreed level of effort. If the City and Owner’s Rep are unable to reach agreement within the City’s specified negotiation window, the City may (at its sole discretion):

- revise the scope;
- negotiate with the next-ranked proposer; and/or
- re-solicit construction phase services.

The Owner's Rep shall have no claim for lost profits or opportunity costs if the City elects not to proceed.

The attached fully burdened labor rate schedule by labor category shall remain valid through the Final Design phase. If the Construction NTP occurs more than 12 (twelve) months after contract execution, labor rates used for construction phase negotiations may be adjusted by up to 3.0% per annum, applied once at the time of negotiation, subject to City review and written approval prior to incorporation. Any escalation must still fit within the overall NTE. Reimbursables shall be included in the fixed fee where practicable; any approved reimbursables shall be billed at cost without markup and tracked against the total NTE.

The City reserves the right to:

- not proceed to the Final Design and/or Construction phase;
- modify the scope of services;
- negotiate with another proposer; and/or
- re-solicit Final Design and Construction phase services.

PART A.1 – EARLY DESIGN PHASE

The Early Design phase includes initial Project set-up, design consultant alternative analysis, and scope consensus in preparation for Final Design Phase and Construction. The Early Design phase does not include detailed design, value engineering efforts, formal design reviews, constructability review, or substantial CM/GC coordination. The Early Design phase is anticipated to have a duration of six months, beginning in **May 2026 and ending in October 2026**. The Owner's Rep will work closely with the City's Director of Major Projects, coordinating all activities and deliverables in a collaborative manner.

Task 0: Contract Administration

This task includes necessary internal coordination and contract administration activities to monitor and execute the Owner's Rep scope of work.

Task 1: Project Management and Oversight

The Owner's Rep will act as the City's day-to-day project manager, working under the direction of the City's Director of Major Projects to oversee all aspects of the Project. It is assumed the ICE will develop early design alternative cost estimates.

Deliverables:

- Project Kick-off
- Development of the Project Management Plan and governance framework
- Initial Risk Assessment via Risk Workshop and development of Initial Risk Register
- Development of Milestone Schedule
- Review of Project budget

- Management of Project expenditures to align with COP financing requirements
- General coordination with design consultant, ICE, and CM/GC
- CM/GC Training Workshop with City staff
- Project setup in City project management information system (PMIS)
- General internal City coordination
- Review of design consultant, ICE, and CM/GC invoicing

Exclusions:

- Detailed Project controls analysis and baseline, including cost, budget, and schedule
- COP financial management
- Quantitative risk assessments
- Dashboard development
- Public engagement consultant support (it is assumed the design consultant public engagement manager will lead LDDA coordination)
- Extensive CM/GC engagement

Task 2: Design Process Management

Subtask 2a: Early Design Phase Process Management

The Owner's Rep will serve as the central manager of the Main Street design process, coordinating the efforts of the City, design consultant, ICE, and CM/GC to deliver a design that is constructible, financially achievable, and consistent with the adopted Project Downtown Concept Plan. Task 2 has been split into Subtask 2a Early Design Phase Process Management and Subtask 2b Final Design Phase Process Management. In Subtask 2a, the design consultant will develop up to three design alternatives for the Project that will consider quality, durability, critical Project features, capital cost, operations & maintenance. The Owner's Rep will manage this process and coordinate with internal City staff for the duration of Subtask 2a. Any and all activities and deliverables determined necessary for Subtask 2b Final Design Phase Process Management will be negotiated following Subtask 2a based on determined Project scope.

Deliverables

- Coordination with the City's Director of Major Projects
- Review of Project due diligence activities
- Design coordination with the design consultant
- Concept level review of technical alternatives
- Scope consensus enabling commencement of the Final Design phase
- Internal City staff coordination
- Decision Memoranda for final design recommendations

Exclusions:

- Technical subject matter expert design reviews

- Any necessary detailed design reviews will be performed by the City's Public Works & Engineering division

PART A.2: FINAL DESIGN PHASE

The Owner's Rep and City acknowledge that Tasks 0 through Subtask 2a will be completed as detailed above, and the final scope and fees for Subtask 2b through Task 6 may be refined and negotiated following successful completion of PART A.1 Early Design Phase.

Task 2: Design Process Management

Subtask 2b: Final Design Phase Process Management

The Owner's Rep will integrate team efforts across urban design, engineering, utilities, sustainability, parking and curbside management, and community engagement to ensure a cohesive and innovative outcome.

Responsibilities include managing design reviews, consolidating departmental and stakeholder input, and supporting the work of the Technical and Stakeholder Working Groups. The Owner's Rep will work closely with the CM/GC and ICE to align estimates, track value-engineering opportunities, and confirm that design alternatives remain feasible and within budget. The Owner's Rep shall ensure compliance with City codes, permitting requirements, and interagency standards, while overseeing milestone deliverables, monitoring progress, and reviewing submittals for quality. When key design, phasing, or cost decisions are needed, the Owner's Rep will provide City leadership with clear analysis of options, trade-offs, and risks to support informed decision-making.

Deliverables

- Design Coordination Plan (roles, meeting cadence, decision/issue workflow)
- Milestone Review Logs (compiled comments, responses, and dispositions)
- Monthly Progress Reports (schedule adherence, design risks, VE/constructability status, upcoming decisions)
- Cost Reconciliation Reports for each milestone (consultant vs. CM/GC, ICE validation, risks/VE items)
- Decision Memoranda (options, trade-offs, risks, recommendations)

Task 3: Parking & Curbside Management Strategy

The City's Director of Major Projects will lead the Parking & Curbside Management Strategy in partnership with the LDDA. The design consultant will provide technical leadership in analyzing parking supply/demand, curbside allocation, and long-term policy options, while the Owner's Rep will provide oversight, ensuring the design consultant's work aligns with City Council direction and is fully integrated into the Main Street design package. The Owner's Rep will track incorporation of recommendations into design submittals, maintain documentation, and coordinate across City departments to confirm alignment with broader project goals.

Deliverables

- Oversight Log (submittals, direction received, review comments)
- Integration Checklist (confirmation at each design milestone)
- Coordination Notes (interdepartmental items and resolutions)
- Final Integration Report (how Parking & Curbside Management Strategy elements are incorporated into final design)

Task 4: Stakeholder & Public Engagement Coordination

The design consultant and City's Director of Major Projects will plan and deliver all engagement (public involvement plan, events, surveys, materials, translation, platforms, and public messaging). The Owner's Rep will provide a process assurance review, verifying milestone alignment, confirming City Communications & Marketing Department approval of materials, checking accessibility commitments, and maintaining (or confirming) a disposition log that traces stakeholder input to design decisions. The Owner's Rep attendance will be limited to decision-point meetings. If comments have cost, phasing, or constructability implications, the Owner's Rep shall flag them and coordinate with the CM/GC and ICE as needed. The Owner's Rep will not author content, staff events, manage vendors, or run platforms.

Deliverables (at a minimum)

- Milestone Engagement QA Notes – 30%, 60%, 90%, and final (schedule alignment, Communications & Marketing Department approval check, accessibility check, process risks/mitigations)
- Feedback Log (maps input, disposition, and design reference; notes cost/schedule impacts where applicable)
- Briefing Support to City's Director of Major Projects, as requested (targeted talking-points/deck review for City Council and/or LDDA updates)
- Exception/Risk Memos, as needed (escalation of material process gaps or conflicts with options and trade-offs)

Task 5: Pre-Construction Integration & Readiness

The Owner's Rep will manage all aspects of pre-construction coordination to ensure the Main Street improvements are technically sound, constructible, and financially viable. In collaboration with the design consultant, CM/GC, and ICE, the Owner's Rep will oversee constructability reviews, facilitate value-engineering workshops, and direct estimate reconciliations at each design milestone. The Owner's Rep will identify long-lead items and facilitate early procurement discussions to maintain schedule alignment with COP funding timelines.

The design consultant will prepare permit applications, technical drawings, and utility coordination plans, while the Owner's Rep will maintain the permitting tracker, verify compliance, and coordinate across departments and agencies to confirm timely approvals. The design consultant will retain responsibility for preparing and submitting permit applications; the Owner's Rep will not prepare technical submittals but will monitor progress and compliance.

Throughout pre-construction, particular emphasis will be placed on proactively managing cost, schedule, and risk adjustments to keep the project on track.

The Owner's Rep will also prepare the City's negotiation framework with the CM, establishing the terms and approach to guide the transition from pre-construction services to the CM's role as general contractor and execution of the construction contract.

Deliverables

- Constructability Review Reports for each milestone
- VE Workshop Summaries with agreed actions
- Estimate Reconciliation Memos (CM/GC vs. ICE with Owner's Rep analysis)
- Phasing & MOT Updates (reflecting design/constructability/stakeholder inputs)
- Permitting & Utility Tracker (requirements, approvals, ROW/utility status)
- Long-Lead Procurement Register (items, sequencing recommendations)
- Pre-Construction Progress Reports
- Draft CAP Negotiation Framework for City review

Task 6: CAP Validation & Coordination

The Owner's Rep will lead coordination among the City, design consultant, CM/GC, and ICE to ensure full transparency and alignment throughout preconstruction, culminating in the successful development of the CAP. The Owner's Rep will chair constructability and value engineering workshops, maintain the master Project Risk Register, and verify that all design assumptions, quantities, and accepted value-engineering decisions are accurately reflected in the CM/GC's CAP proposal. The Owner's Rep will oversee CAP schedule tracking, milestone documentation, and facilitate City and City Council review to ensure timely decision-making.

During construction, the Owner's Rep will continue to coordinate with the City's Communications & Marketing Department and the LDDA to maintain consistent public messaging, business access communication, and progress reporting. All coordination, documentation, and deliverables will be maintained in the City's project management system (Smartsheet PMIS) environment to support project-wide transparency and accountability.

Deliverables

- CAP development schedule with milestone tracking and City review checkpoints
- Constructability and value engineering workshop documentation and decision log
- CAP validation memorandum summarizing assumptions, reconciliations, and recommendations
- Updated Project Risk Register reflecting final CAP allocations
- Coordination summaries and communications log (City, LDDA, and public-facing updates) maintained in PMIS

PART B – CONSTRUCTION PHASE

The Owner's Rep and City acknowledge that Tasks 0 through 6 will occur as detailed above, and the final scope and fees for Tasks 7 through 9 may be refined and negotiated following successful completion of PART A.1: Early Design Phase and PART A.2: Final Design Phase.

During construction, the Owner's Rep will serve as the City's daily representative for owner-side oversight and controls, holding the CM/GC accountable to the CAP baseline for cost, schedule, quality, contract compliance, and business-access commitments. Responsibilities include administering change management, reviewing CPM schedules and pay applications, chairing coordination meetings as needed, maintaining the construction risk register, and overseeing implementation of the Business Access & Continuity Plan. The design consultant will remain the technical responder for submittals/RFIs and design-intent site support, while the CM/GC will retain safety management with the Owner's Rep performing oversight sampling only. Closeout services are limited to capturing lessons learned, preparing a concise close-out report, and supporting the final City Council briefing.

Task 7: Construction Phase Readiness & Transition

The Owner's Rep will guide the City through the final pre-construction phase and lead negotiations with the CM/GC, culminating in City Council approval of the CAP. In collaboration with the CM/GC and ICE, the Owner's Rep will validate and negotiate the CAP to ensure scope, cost, schedule, and risk remain aligned with City objectives. The Owner's Rep will also coordinate preparation of contract documents, oversee compliance with City standards and financing requirements, and secure favorable terms for the City as the CM/GC transitions to the role of general contractor.

As part of this effort, the Owner's Rep will prepare a comprehensive readiness report for City leadership, coordinate risk mitigation strategies, and develop a transition communication and Business Access & Continuity Plan in partnership with the CM/GC and City staff. The Owner's Rep will oversee the Business Access & Continuity Plan process—led by the CM/GC with technical support from the design consultant—to confirm that plan reflects the stakeholder needs, City objectives, and integration with phasing strategies, without duplicating the CM/GC's technical responsibilities.

This task concludes with delivery of a City Council briefing package to support formal approval of the CAP and issuance of the Notice to Proceed.

Deliverables

- CAP Validation Report (reconciliation of CM/GC and ICE, with recommendations)
- Final Contract Documents and Compliance Checklists
- Baseline Schedule & Budget validated by CM/GC, ICE, and Owner's Rep
- Updated Risk Register with construction mitigations

- Transition Communication Plan for businesses/residents/stakeholders
- Business Access & Continuity Plan aligned with construction phasing

Task 8: Construction Oversight & Support

The Owner's Rep will provide owner-side oversight and controls as the City's daily representative during construction. The design consultant will furnish technical responses to submittals and RFIs and provide site support to maintain design intent, while the CM/GC will retain responsibility for safety management--the Owner's Rep will conduct safety oversight sampling only. Public communications will continue to be led by the City's Director of Major Projects and the Communications & Marketing team; the Owner's Rep will support timing and factual accuracy, but will not author outreach.

In this role, the Owner's Rep will hold the CM/GC accountable to the CAP baseline for cost, schedule, quality, contract compliance, and business access commitments. The Owner's Rep will operate the owner-side controls framework, chair or co-chair coordination meetings as needed, and escalate risks promptly with clear options and trade-offs for City decision-makers. Meetings will be documented with action logs, and monthly construction reports will be issued against the CAP baseline. Schedule controls will include review of monthly CPM updates and narratives, verification of critical path and float, and the requirement and tracking of recovery plans where warranted. Cost and change controls will encompass pay application reviews with quantity and back-up verification, governance of contingency and allowance draws, and analysis and negotiation of change orders. Quality and field decision support will include monitoring non-conformance and punch trends, facilitating timely field direction, and verifying incorporation of the design consultant's guidance. The Owner's Rep will oversee CM/GC implementation of the Business Access & Continuity Plan, coordinate mitigations with the City's Director of Major Projects and Communications & Marketing team, and maintain a business-impact log. Throughout construction, the Owner's Rep will maintain the construction risk register, flag triggers, and recommend mitigation strategies to City leadership.

Deliverables

- Construction Kickoff Package (agenda, actions, responsibility matrix)
- Monthly Construction Reports (schedule/cost/quality/risk vs. baseline)
- Pay Application Reviews & Certifications with supporting back-up
- Change Order Log with analyses and recommendations
- Schedule Review Notes (CPM variances, recovery actions)
- Construction Risk Register & Issue Resolution Register
- Business Impact Log and City Council/Community Update Briefs as requested by the City
- Interim Close-Out Memo (mid-course lessons/adjustments, if requested)

Task 9: Program-Level Reporting & Phase II Readiness

The Owner's Rep will document outcomes from the Main Street improvements to inform continuous improvement and prepare the City for subsequent phases of Project Downtown. A central focus will be evaluating CAP negotiations, contract transitions, and CM/GC performance against expectations.

The Owner's Rep will summarize what worked and what to change for future phases, document Phase I outcomes against scope/budget/schedule and Business Access & Continuity Plan commitments, and prepare a concise briefing for City Council.

Deliverables

- Lessons Learned Summary
- Close-Out Report (scope/budget/schedule performance and Business Access & Continuity Plan results)
- City Council Briefing Package (summary and next-steps recommendations)

Phase I Project Downtown Main Street Improvements Owner's Representative Services Fee: Early Design Phase



3/12/2026

		AtkinsRéalis	AtkinsRéalis	AtkinsRéalis	AtkinsRéalis	AtkinsRéalis	AtkinsRéalis	TOTAL HOURS	TOTAL COST
Task	Scope Activities	Scott Reed	Stephen Harris	Jordan Falzetti	Ken Szeliga	Jenn Charvat	Amanda Boyd		
ID	RATES	\$305.00	\$275.00	\$210.00	\$320.00	\$145.00	\$115.00		
0	Contract Administration	6	6	0	0	12	0	24	\$5,220.00
		6	6			12			
1	Project Management & Oversight	2	216	84	42	0	8	352	\$92,010.00
	Kickoff	2	8	2					
	PMP		8	24			4		
	Risk		8	2	2				
	Milestone Schedule		12	2					
	Project Budget/Cost		12	2					
	General Designer, ICE, CMGC Coordination		48						
	CMGC Training Workshop		8	4	40		4		
	PMIS Setup		4	12					
	General internal City coordination		96	24					
	Designer, ICE, CMGC Invoicing Review		12	12					
2a	Early Design Phase Process Management	0	0	96	0	0	0	96	\$20,160.00
				96					
	TOTAL HOURS	8	222	180	42	12	8	472	
	TOTAL LABOR COST	\$2,440.00	\$61,050.00	\$37,800.00	\$13,440.00	\$1,740.00	\$920.00		\$117,390.00

ASSUMPTIONS FOR PART A.1 EARLY DESIGN, PART A.2 FINAL DESIGN

- Assumes design is 12 months in duration (inclusive of PART A.1 Early and PART A.2 Final Design phases).
- PM assumed 50% commitment level.
- Six design packages assumed (30% & 60% full project, Early Works and Remaining Work packages at 90% and 100%).
- Project Engineer provides 16 hrs per design submittal (8 total - 6 packages with 2 resubmittals assumed) for compliance review and design submittal oversight, total of 128 hours.
- Technical Subject Matter Experts (within Design Oversight Team) include an average of 24 hours of support (total) each during the design phase for technical issue escalation and resolution.
- Assumes \$19M construction project and associated level of complexity - Assume 4 Decision Memoranda (completed during Project Engineer review of design submittals)
- Assume 6 cost reconciliation reports - Major Communications Assumptions: 2 City/PMT coordination mtgs per month at 1 hr each; 6 milestone engagement QA at 4 hrs per month; 1 feedback log update per month at 0.5 hr each; 2 briefings per month at 2 hrs each; 6 messaging updates at 4 hrs each
- CM/GC Advisor assumed 64 hrs for meeting attendance, internal strategy development, and CM/GC project kickoff workshop
- Utility coordination assumed to be 60 hrs total
- Reimbursables for PART A.1 Early Design Phase are included in the above \$117,390 total cost. Reimbursables for the PART A.2 Final Design Phase and PART B Construction Phase will be determined as part of the associated negotiations for those phases.

Labor Rate Schedule

Labor Category	Description	Hourly Rate (\$)	Notes
Principal-in-Charge	Provides executive-level oversight to ensure the consultant team and resolves high-level issues that affect scope, schedule, or budget.	\$305.00	
Project Manager	Leads all day-to-day project management—serving as the City's primary contact—by coordinating tasks, maintaining schedule and budget, managing risks, and ensuring high-quality, timely deliverables.	\$275.00	
Senior Technical Manager II	Discipline Technical Specialist/Subject Matter Expert (SME)	\$320.00	
Senior Technical Manager I	Discipline Technical Specialist/Subject Matter Expert (SME)	\$285.00	
Senior Engineer/Planner	Provides advanced technical expertise and quality assurance by guiding major analyses, reviewing complex work products, and supporting key decisions with senior-level judgment.	\$210.00	
Project Engineer/Planner	Performs detailed technical work such as data analysis, drafting, cost estimating, and report preparation to support the development of accurate and timely project deliverables.	\$185.00	
Project Controls Manager I	Applies technical competency and experience to support project teams management of budget, construction cost development, and schedule.	\$155.00	
Project Controls Analyst I	Applies technical competency and experience to support project teams management of budget, construction cost development, and schedule.	\$100.00	
Construction Manager (Lochner)	Provides field-level insight and constructability support by reviewing phasing, schedules, and site conditions and helping coordinate communication during preconstruction and construction activities.	\$152.00	
Senior Inspector	Applies strong technical skills of an experienced construction inspector, researching and interpreting contract requirements to inspect and/or determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$145.00	
Senior Administrative Support	Senior level support to ensure organized and efficient project operations through documentation management, meeting coordination, and assistance with formatting, scheduling, and communication tasks.	\$145.00	
Administrative Support	Ensures organized and efficient project operations through documentation management, meeting coordination, and assistance with formatting, scheduling, and communication tasks.	\$115.00	
Environmental Planner/Planner II	Advisory services related to environmental planning and design.	\$163.10	
Paver SME (Mark Smallridge and Assoc., Inc.)	Paver Technical Specialist/SME	\$230.00	
Senior Associate (GBSM)	Public Engagement SME	\$255.00	
Associate (GBSM)	Public Engagement Technical Lead	\$195.00	
Project Support (GBSM)	Public Engagement Support	\$90.00	