

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this 23rd day of March 2021, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and OLC (OHLSON LAVOIE CORPORATION), an S Corporation, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project" or the "Scope of Services." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before December 31, 2021. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO. FRISCO reserves the right to extend this CONTRACT FOR GOODS AND/OR SERVICES to include future project phases associated with this project.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

ARTICLE II ADMINISTRATION OF THIS AGREEMENT

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship

and conform strictly to the specifications, drawings or samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Diane McBride, Assistant Town Manager/Recreation & Culture Director; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) The CONTRACTOR promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Town. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The CONTRACTOR shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the CONTRACTOR, any consultant or associate thereof, or anyone directly or indirectly employed by CONTRACTOR. The CONTRACTOR shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	2,000,000	\$2,000,000

(g) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

(h) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Bonnie Moinet

(i) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO 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 FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

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

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by the other party to perform in accordance with the terms in this Agreement. Failure to proceed in a timely manner, and/or deviation from the aforesaid Agreement without prior written approval of FRISCO, shall constitute authority for issuance of a termination notice, except wherein circumstances beyond the control of CONTRACTOR shall warrant alteration, adjustment or deviation from this Agreement. In the event of termination, FRISCO will pay CONTRACTOR for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council

annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

Town of Frisco
P.O. Box 4100
Frisco, CO 80443
Attn: Diane McBride
Electronic mail:
dianem@townoffrisco.com

CONTRACTOR:

OLC (Ohlson Lavoie Corporation)
924 W. 1st Ave.
Denver, CO 80223
Attn: Robert McDonald
Electronic mail:
rmcdonald@olcdesigns.com

ARTICLE III **RESPONSIBILITIES OF FRISCO**

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost, and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions

with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE IV **COMPENSATION FOR SERVICES**

Section 4.1 Compensation: CONTRACTOR shall be compensated for its services under this agreement on a task and deliverables basis, but in no event to exceed the sum of ONE HUNDRED AND NINETY SEVEN THOUSAND SIX HUNDRED AND SEVENTY DOLLARS \$197,670. A schedule of tasks, deliverables, and reimbursable expenses for the CONTRACTOR's work under this Agreement is set forth in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

ARTICLE V **PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS**

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Section 5.3 The CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONTRACTOR is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Section 5.6 The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7 Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 6.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____
Name: _____
Title: _____

Attest:

Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: _____
Name: _____
Title: _____

**ATTACHMENT A
TO
CONTRACT FOR GOODS AND/OR SERVICES**

SCOPE OF SERVICES

The CONTRACTOR will provide architectural drawings for a new Village Center Building at the Frisco Adventure Park in Frisco, CO. The final design will include administrative services and offices; tubing services and storage; childcare-licensed, class room space; and restrooms and locker rooms.

In 2020, the Town of Frisco completed and adopted the Comprehensive Vision and Project Implementation Plan for the Frisco Adventure Park at the Peninsula Recreation Area (PRA). The plan establishes a long-term vision for the PRA and creates a prioritized implementation schedule for future construction projects. The plan includes an evaluation of the park from a holistic point of view, consideration of current uses and facilities, desired future uses and intensities, and recommendations for new and innovative offerings. At the heart of the plan is a new Village Center building that will serve as the “base camp” to the PRA.

The conceptual design for the Village Center envisions a 20,000 square foot space that will accommodate all administrative functions from offices to break rooms and meeting space; all tubing operations including ticket sales, check-in areas, and storage needs; as well as public seating areas, multi-purpose classrooms, and a central food and beverage concessionaire. The design and construction of the new Village Center has been identified by the Frisco Town Council as a high priority project. The completion of the Village Center will address many of the staffing, storage, programming and space issues at the PRA.

The pandemic has exacerbated many of the space constraints already existing at the PRA. The need for office space, classroom space for programs, and storage has been accentuated making these three items the top priorities for continued operation of the PRA Adventure Park. In light of this fact, and the ongoing potential of budgetary constraints, the Town is pursuing the design for a smaller building that will meet these most acute needs while allowing for future expansion to realize the full vision of the Village Center as outlined in the master plan.

The Project will consist of the tasks and deliverable documents described below, and will culminate in the preparation and delivery by CONTRACTOR of 80% Construction Documents and construction estimates that meet all the goals of the Town for the Project.

The CONTRACTOR will be expected to produce a summary of costs for all services and materials anticipated to be incurred for this project. The project is broken down into different tasks:

Task 1: Conceptual Design

Outline of Work:

- 1) Existing Conditions Analysis. The Owner will provide existing conditions/topographical survey, geotech report, zoning and land use information, and other policy documents relevant to this project for review and analysis.
- 2) Program Development. The Contractor will develop project program options outlining building size, programmatic needs, phasing and other design considerations. Contractor will provide illustrative plans and perspective renderings to depict options for the project and a summary of the project goals and outcomes. Plans and renderings will be presented to Town Council.

Meetings:

- 1) Kick-off meeting to review project scope and schedule, team member roles. Review of project goals and desired outcomes. Share project files and policy documents.
- 2) Progress meeting to review program goals and preliminary development scenarios.
- 3) Town Council Presentation
- 4) Community outreach or public meeting - by Owner.

Deliverables:

- 1) Illustrative plans and renderings for up to three development scenarios.
- 2) Summary document outlining project goals and programing, key issues, etc.
- 3) Expect to be completed week of May 17, 2021.

Task 2: Schematic and Design Development Phase

Outline of Work:

- 1) Develop schematic drawings based on the approval and outcomes from Task 1. Plans should be based on the approved Concept Plan and Project Program and incorporate feedback from Town. Schematic drawings will be reviewed and approved by Town.
- 2) The Consultant will develop plans, in accordance with the submittal requirements, for a Sketch Plan review by the Planning Commission. Specific Requirements can be found in Unified Development Code §180-2.5. This is a required, informal review to ensure general development regulations are being met. Plans will include, at a minimum: site plans with access, parking, and circulation; elevations and renderings with materials to illustrate architectural character; floor plans with designated uses and square footage calculations.
- 3) Preliminary cost estimates and implementation strategies will also be required and may include the following:
 - a. Cost Estimate that includes building and site development costs;
 - b. Analysis of different construction materials and cost implications for design, such as wood, steel, or masonry;
 - c. High Performance Building strategies to achieve the requirements of the Frisco Sustainable Building Code.

Meetings:

- 1) Progress meeting to review Schematic Plan development.
- 2) Progress meeting to review Sketch Plan Submittal (can serve as pre-app meeting)
- 3) Presentation to Planning Commission for Sketch Site Plan.
- 4) Presentation to Town Council of Preliminary Cost Estimate and Construction Strategies.

Deliverables:

- 1) Schematic Design Plan set for internal review.
- 2) Submittal Plan Set and supporting documentation for Sketch Site Plan review.
- 3) Estimate of probable construction costs and strategies.
- 4) Expect to be completed week of July 12, 2021.

Task 3 – Final Design Development Phase

Outline of Work:

- 1) Develop Final Design drawings based on the approval and outcomes from Task 2.
2. Plans should be based on the approved Sketch Site Plan and incorporate feedback from Town.
- 2) Submit plans for Major Site Plan Review – The Consultant will develop plans, in accordance with the submittal requirements, for a Major Site Plan review by the Planning Commission. Specific Requirements can be found in Unified Development Code §180-2.5. This is a required, final review to ensure specific development regulations are being met. Plans will include, at a minimum: site plans with access, parking, landscaping, and circulation; elevations and renderings with material samples; floor plans with use and square footage calculations; grading and drainage plans and reports; utility plans including gas meter and electrical panel locations and connections; and traffic studies.
- 3) Updated Cost Estimates and Implementation Strategies

Meetings:

- 1) Progress meeting to review Major Site Plan development.
- 2) Progress meeting to review Major Plan Submittal (can serve as pre-app meeting)
- 3) Presentation to Planning Commission for Major Site Plan.
- 4) Presentation to Town Council of Update on Cost Estimate and Construction Strategies.

Deliverables:

- 1) Major Site Plan set for internal review.
- 2) Submittal Plan Set and supporting documentation for Major Site Plan review.
- 3) Updated summary of estimate of probable construction costs.
- 4) Expect to be completed week of August 24, 2021.

Task 4 - Construction Drawings

Outline of Tasks:

- 1) Develop 80% Construction Drawings and Specifications based on the approval and outcomes from Task 3. Plans should be based on the approved Major Site Plan

and incorporate feedback from Owners. 80% Construction drawings shall at minimum include the following: a. Civil Engineering Drawings that include site plan, grading plan, utility plans, storm water management plans, landscape plans, and associated details b. Architectural drawings that include floor plans, ceiling plans, elevations, wall sections and associated details. The design shall be in accordance with locally adopted building codes and ADA requirements c. Structural drawings that include foundation plans, framing plans and associated details d. Mechanical, Electrical and Plumbing drawings that include the HVAC system proposed for the project, plumbing plans including domestic water and sewer connections and proposed fixtures, and electrical plans including power and lighting plans and associated one-line diagrams and coordination with the electrical utility provider e. Outline Specifications that describe the products, materials, and equipment. These should be of sufficient detail to provide a detailed cost estimate for the project

2) Updated Cost Estimates. At this stage the cost estimate should consist of a division break out of costs using MasterSpec Format divisions, which is the standard that is used most often for formatting construction specifications (Construction Specifications Institute).

Meetings:

- 1) Progress meeting to review outcomes from Task 3.
- 2) Progress meeting to review Construction Doc updates and program goals.
- 3) Presentation to Town Council of final plans, cost estimate and implementation recommendations.

Deliverables:

- 1) Progress meeting to review outcomes from Task 3.
- 2) Progress meeting to review Construction Document updates.
- 3) Final estimate of construction costs and implementation recommendations
- 4) Expect to be completed week of September 20, 2021.

ATTACHMENT B TO CONTRACT FOR GOODS AND/OR SERVICES

SCHEDULE, HOURLY RATE AND REIMBURSABLE EXPENSES



Fee Summary - Frisco Adventure Park New Village Center

Scope of Work	Lump Sum Fees				Firm Totals			
	Task 1: Programming and Conceptual Design	Task 2: Schematic and Design Development	Task 3: Final Design Development	Task 4: Construction Drawings (80%)			Reimbursables	
JVA (Civil Engineering)	\$ 3,000	\$ 5,000	\$ 5,500	\$ 6,000	\$ 19,500	\$	250	
Stolfus (Traffic Engineering)	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$	200	
Norris (Landscape Architecture)	\$ 2,500	\$ 4,200	\$ 4,800	\$ 4,000	\$ 15,500	\$	250	
OLC (Architecture)	\$ 14,500	\$ 33,500	\$ 26,500	\$ 17,000	\$ 91,500	\$	500	
Integral (Structural)		\$ 2,750	\$ 8,625	\$ 8,625	\$ 20,000	\$	200	
The Ballard Group (M/P)		\$ 3,780	\$ 5,670	\$ 5,670	\$ 15,120	\$	200	
AE Design (Electrical)		\$ 3,000	\$ 5,000	\$ 3,500	\$ 11,500	\$	200	
Cumming, LLC (Cost Estimating)		\$ 3,750	\$ 4,500	\$ 4,500	\$ 12,750			
AE Design (Security)		\$ -	\$ -	\$ -	\$ -			
AE Design (Paging/Bkg Music)		\$ -	\$ -	\$ -	\$ -			
AE Design (A/V)		\$ -	\$ -	\$ -	\$ -			
Total Fee	\$ 20,000	\$ 55,980	\$ 70,595	\$ 49,295	\$ 195,870			
	7%	19%	24%	17%				
Estimated Reimbursables						\$	1,800	
Total Fee including Reimbursables					\$ 197,670			

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TIMELINE

SUGGESTED SCHEDULE – VILLAGE CENTER BUILDING AT THE FRISCO ADVENTURE PARK	
TASK	DURATION
TASK 1: CONCEPTUAL DESIGN	+/- 9 Weeks Mar-May, 2021
<p><i>Outline of Work:</i></p> <ul style="list-style-type: none"> Existing Conditions Analysis – Review existing conditions/topographical survey, geotechnical report, zoning and land use information and other policy documents Program Development – Develop project program options outlining building size, programmatic needs, phasing and other considerations. <p><i>Meetings:</i></p> <ul style="list-style-type: none"> Kick-off Meeting to review project scope, schedule, and roles, as well as review project goals and outcomes. Progress meeting to review program goals and preliminary development scenarios. Town Council Presentation of program goals and preliminary development scenarios. Community Outreach or Public Meeting (By the Town) <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> Illustrative plans and renderings for up to 3 development scenarios. Summary document outlining project goals and programming, key issues, etc. 	<p>Mar 15-31</p> <p>Mar 16, 2021</p> <p>Apr 13, 2021</p> <p>May 11, 2021</p> <p>Week of May 17</p>
TASK 2: SCHEMATIC AND DESIGN DEVELOPMENT PHASE	+/- 8 Weeks May-Jul, 2021
<p><i>Outline of Work:</i></p> <ul style="list-style-type: none"> Develop schematic drawings based on the approval and outcomes from task 1 Develop plans for a Sketch Plan review by the Planning Commission Prepare preliminary cost estimates and implementation strategies that may include the following: <ul style="list-style-type: none"> Cost Estimate with building and site development costs Analysis of different construction materials and cost implications for design such as wood, steel, or masonry High Performance Building Strategies to achieve the requirements for the Frisco Sustainable Building Code <p><i>Meetings:</i></p> <ul style="list-style-type: none"> Progress meeting to review Schematic plan development Progress meeting to review Sketch Plan Submittal Presentation to Planning Commission for Sketch Site Plan. Presentation to Town Council of Preliminary Cost Estimate and Construction Strategies. <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> Schematic Design Plan set for internal review Submittal Plan Set and supporting documentation for Sketch Site Plan review. Estimate of probably construction costs and strategies. 	<p>May-June 2021</p> <p>May- June 2021</p> <p>June -July</p> <p>June 8, 2021</p> <p>June 17, 2021</p> <p>July 13, 2021</p>
TASK 3: FINAL DESIGN DEVELOPMENT PHASE	6 Weeks July-Aug, 2021
<p><i>Outline of Work:</i></p> <ul style="list-style-type: none"> Develop Final Design drawings based on the approval and outcomes from Task 2. Submit plans for Major Site Plan Review Update Cost Estimates and Implementation Strategies 	<p>July-Aug, 2021</p>

Village Center Building at Frisco Adventure Park

<p><i>Meetings:</i></p> <ul style="list-style-type: none"> • Progress meeting to review Major Site Plan development • Progress meeting to review Major Plan Submittal • Presentation to Planning Commission for Major Site Plan. • Presentation to Town Council of Update on Cost Estimate and Construction Strategies. <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> • Major Site Plan Set for internal review. • Submittal Plan Set and supporting documentation • Updated summary of estimate of probably construction costs. 	<p>July 27, 2021 Aug 10, 2021 Aug 19, 2021 Aug 24, 2021</p>
TASK 4: CONSTRUCTION DRAWINGS	<p>4 Weeks Aug-Sep, 2021</p>
<p><i>Outline of Work:</i></p> <ul style="list-style-type: none"> • Develop 80% Construction Drawings and Specifications based on the approval and outcomes from Task 3. • Update Cost Estimates. <p><i>Meetings:</i></p> <ul style="list-style-type: none"> • Progress meeting to review outcomes from Task 3. • Progress meeting to review CD updates and program goals • Presentation to Town Council of final plans, cost estimate and implementation recommendations. <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> • Progress meeting to review outcomes from Task 3. • Progress meeting to review CD updates. • Final estimate of construction costs and implementation recommendations. 	<p>Aug-Sep, 2021</p> <p>Sep 7, 2021 Sep 14, 2021 Sep 21, 2021</p>

Village Center Building at Frisco Adventure Park



2021 Standard Hourly Rates

PROFESSIONAL SERVICES	
Senior Principal	\$225/hour
Principal	\$150/hour
Senior Architect	\$125/hour
Architect	\$100/hour
Architectural Intern	\$90/hour
Aquatics	\$225/hour
Senior Interior Designer	\$125/hour
Junior Interior Designer	\$90/hour
Graphic Designer	\$75/hour
Graphic Support	\$50/hour
Administrative	\$75/hour

STANDARD REIMBURSABLE EXPENSE RATES	
Internal Plot	Color \$30.625/sheet Grayscale \$10.70/sheet
Prints	Letter (color) \$1.25/sheet Letter (grayscale) \$0.25/sheet 11X17 \$1.00/sheet
IRS Limits	Per Diem \$42.75 first and last day \$57 all other days
Other Travel	Parking: as incurred Airfare: as incurred Car rental: as incurred Hotel: as incurred