

**ARCHITECTURAL SERVICES AGREEMENT
FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS**

THIS AGREEMENT is made in Douglas County, Kansas, by and between the City of Lawrence, Kansas, hereinafter called the City, and el dorado inc, hereinafter called the Consultant. The City intends to construct an improvement project (hereinafter called the Project) in Lawrence, Kansas, described in Exhibit A, Scope and Fee Spreadsheet,

The City hereby contracts with the Consultant for professional architectural services in connection with the Project, for such architectural services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to provide such and is licensed to practice architecture by all public entities having jurisdiction over the Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

“Additional Services” means any services requested by the City which are not covered by Exhibit A of this Agreement.

“Agreement” means this contract and includes change orders issued in writing.

“City” means the City of Lawrence, Kansas.

“City Engineer” means the person employed by the City with the title of City Engineer who is licensed to practice engineering in the State of Kansas.

“Consultant” means the company or individual identified on page 1. Consultant shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

“Contract Documents” means those documents so identified in the Contract for Construction of this Project, including Architectural Documents. All terms defined in said General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

“Architectural Documents” means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit A attached hereto.

“Architectural Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of Consultant under this Agreement together with Additional Services as City may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

“Project” is as described in Exhibit A and Exhibit C.

“Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION II - PAYMENT

A. COMPENSATION.

1. Maximum Total Fee and Expense: The City agrees to pay the Consultant a fee based on the actual hours expended on the Project at the rates indicated in the attached Exhibit A and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, but not to exceed a maximum fee of \$293,728 for items outlined in Exhibit A and Exhibit C and not to exceed maximum reimbursable expenses of \$27,000 as outlined in Exhibit B. This fee is based on the scope of services outlined in Exhibit A of this Agreement and shall be completed on or before December 31, 2015 unless otherwise agreed by the parties. Payment to Consultant shall not exceed the amounts in each phase as detailed in Exhibit A.
2. Hourly Rate: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as part of Exhibit A. No Additional Services or costs shall be incurred without proper written authorization of the City.
3. Reimbursable Expenses: Reimbursable expenses are limited to those items listed in Exhibit B attached unless otherwise approved by the City in advance. Unit rates for reimbursable expenses shall be included in Exhibit B

attached. Regarding travel and meal expenses, Consultant will undertake the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare) to be eligible for reimbursement and meal expenses will be reasonable and prudent. Reimbursable expenses shall be capped at a maximum of \$27,000.

4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be imposed, the City shall reimburse the Consultant in addition to the contractual amounts provided. The City shall provide tax exempt number if required, and if requested by the Consultant.
5. Billing: Consultant shall bill the City monthly for all services and reimbursable expenses. It is understood by the Consultant that monthly pay requests must be received by the 5th day of the month. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a Consultant's invoice. Such itemization shall include applicable detail such as the purpose of the expense, which consultant is completing the work, the hourly rate, the number of hours, and receipts, invoices or statements for eligible reimbursable expenses. The City agrees to pay the Consultant within ten (10) days of approval by the governing body. If the Consultant fails to submit an itemized bill for services and/or reimbursable

expenses within sixty (60) days of completion of the services, the City shall have no duty to pay the Consultant for those services.

6. City's Right to Withhold Payment: In the event the City becomes credibly informed that any representations of the Consultant provided in its monthly billing are wholly or partially inaccurate, the City may withhold payment of disputed sums then, or in the future, otherwise due to the Consultant until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction. In the event the City questions some element of an invoice, that fact shall be made known to the Consultant immediately. The Consultant will help effect resolution and transmit a revised invoice if necessary. The City shall pay the undisputed portion of any invoice as provided in Part 5 of this Section II.
7. Progress Reports: A written progress report must be submitted with each monthly pay request indicating which specific design tasks and their percentage have been completed to date, and tasks that will be performed the following month. This report will serve as support for payment to the Consultant.
8. Timing of Services: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of the Consultant, protracted delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays.

9. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by the City, when requested by the City and through no fault of the Consultant, the Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit A. Provided, however, that any increase in contract price or contract time must be requested by the Consultant and must be approved through a written supplemental agreement prior to performing such services. Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence, error, or omission.
10. Additional Services: The Consultant shall provide, with the City's concurrence, services in addition to those listed in Exhibit A, when such services are requested, in writing, by the City. Prior to entering into any Additional Services, the Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit A. Payment to the Consultant, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit A. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at actual cost. In accordance with Exhibit B, records of reimbursable expenses and expenses pertaining to Additional Services and services performed on an

hourly basis shall be made available to the City if so requested in writing. Production of these documents shall be made at the Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

11. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the City, unless it is the result of an emergency situation in which case the City Engineer may give verbal and facsimile approval to be followed by a written and approved supplemental agreement. If notice of any change affecting the general scope of the services or provisions of this Agreement, including but not limited to, contract price or time, is a requirement of any insurance policy held by the Consultant as a requirement of this Agreement, the giving of such notice shall be the Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

- A. **SCOPE OF SERVICES:** The Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies, as specifically provided in Exhibit A and which are required for the completion of the Project.
- B. **GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project, Josh Shelton AIA. As principal on this Project, this person shall be the primary contact with the City Engineer, or another person so designated, and shall have authority to bind the Consultant. So long as the individual named above remains actively employed or retained by the Consultant, he/she shall perform the function of principal on this Project.
2. Independent Contractor: The Consultant is an independent contractor and as such is not an employee of the City.
3. Special Services: The Consultant may be called on to serve as a Consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. The Consultant shall not be paid extra by the City if the appearance is to defend Consultant's professional Architectural Services. If the Consultant is requested in writing by the City to appear as a witness, the Consultant will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit A.
4. Subsurface Borings and Material Testing: If tests additional to those provided in Exhibit A are requested by the City for design, the Consultant shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by the Consultant

through other contractors. Payment to the Consultant will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by the City and performed by a third party other than the Consultant, or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the City directly to the third party or parties. Fees for extra work shall be subject to negotiation between the City and the third party. Fees shall be approved by the City prior to the execution of any extra work. Although the Consultant may assist the City in procuring such services of third parties, the Consultant shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.
6. Subcontracting of Service: The Consultant shall not subcontract or assign any of the architectural, engineering or consulting services to be performed under this Agreement without first obtaining the written approval of the City regarding the services to be subcontracted or assigned and the firm or person proposed to perform the services. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
7. Endorsement: The Consultant and its subconsultants, when applicable shall sign and seal all final plans, specifications, estimates and architectural

drawings furnished by the Consultant. Documents illustrating Conceptual Design shall not require sign and seal by the Consultant or its subconsultants. The Consultant represents to the best of its knowledge, information and belief that its performance will be done in a professional manner. Any review or approval by the City of any documents prepared by the Consultant, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of their responsibility for the accuracy. It is the Consultant's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.

8. Professional Responsibility: The Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a licensed professional performing the same services under similar circumstances.
9. Inspection of Documents: The Consultant shall maintain all Project records for inspection by the City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF LAWRENCE RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: The City shall provide to the Consultant information and criteria regarding the City's requirement for the Project; examine and timely respond to the Consultant's submissions; and give notice to the Consultant, who shall respond promptly, whenever the City observes or otherwise becomes aware of any defect in the services.
2. Access: The City will-provide access agreements for the Consultant to enter public and private property when necessary.
3. Duties: The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as the City's responsibility.
4. Program and Budget: The City shall provide full information stating the City's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
5. Other consultants: The City may contract with "specialty" consultants when such services are requested by the Consultant.
6. Testing: Any tests required to supplement the scope of services or tests required by law shall be furnished by the City.
7. Legal, Insurance, Audit: The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project. The City shall furnish all bond forms required for the Project.
8. Project Representative: The City Engineer, or the City Engineer's designee, shall represent the City in coordinating this Project with the Consultant, with

authority to transmit instructions and define policies and decisions of the City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: The City reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the Consultant, by providing written notice of such termination to the Consultant. Upon receipt of such notice from City, the Consultant shall, at City's option as contained in the notice: Immediately cease all services and meet with City to determine what services shall be required of the Consultant in order to bring the Project to a reasonable termination in accordance with the request of the City. The Consultant shall also provide to the City digital and mylar copies of all drawings and documents completed or partially completed at the date of termination. The Consultant is entitled to terminate this agreement by providing thirty (30) days written notice.
2. Compensation for Convenience Termination: If City shall terminate for its convenience, as herein provided, City shall compensate Consultant for all services completed to date prior to receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Default Termination: If the City shall terminate for cause or default on the part of the Consultant, the City shall compensate the

Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all its rights and remedies against the Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither the Consultant, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the Consultant having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and the Consultant agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests provided, however, that notwithstanding any such dispute the Consultant shall proceed with the services as per this Agreement as if no dispute existed.

C. OWNERSHIP OF ARCHITECTURAL DOCUMENTS

All Architectural Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is executed or not; however, the Consultant shall provide the City a copy of all Architectural

Documents as requested by the City and related to services for which the consultant has been compensated.

Reports, plans, specifications and related documents are the Consultant's copyrighted instruments, and the Consultant, at its option, may so identify them by appropriate markings. Provided that the Consultant is paid in full for its services, then the City may reuse these final documents without any additional compensation. However, such reuse shall be for City use and the Consultant shall have no liability for City alteration to the documents or for any use other than as intended pursuant to the terms hereof.

D. INSURANCE

Unless otherwise specified, the City shall be shown as an additional insured on all applicable insurance policies except professional liability and worker's compensation. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. The City shall be given written thirty (30) days notice of any insurance policy cancellation.

1. Professional Liability: The Consultant shall maintain, throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000), per claim and annual aggregate, and shall provide the City with certification attached to this Agreement.

2. Commercial General Liability

Each Occurrence	\$500,000
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General Aggregate	\$500,000
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The policy must also include personal injury; products/completed operations; contractual liability and independent contractors.

3. Worker's Compensation: The Consultant shall retain Worker's Compensation Insurance in the statutory amounts.

4. Employer's Liability:

Bodily Injury by Accident \$100,000 (each accident)

Bodily Injury by Disease \$500,000 (policy limit)

Bodily Injury by Disease \$100,000 (each employee)

5. Automobile Insurance: The Consultant shall maintain a policy in the minimum amounts as required for general liability to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

6. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that it:

- a) Is licensed to do business in the State of Kansas;
- b) Carries a Best's Policyholder rating of A or better; and
- c) Carries at least a Class X financial rating; or is a company mutually agreed upon by the City and Consultant.

7. Subconsultant's Insurance: If a part of this Agreement is to be sublet, the Consultant shall either:

- a) Cover all subconsultants in its insurance policies; or
- b) Require each subconsultant not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amount so designated.

Whichever option is chosen, the Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the negligent acts or omissions of its subconsultants.

E. INDEMNITY

1. Indemnify and Hold Harmless: For purposes of this Agreement, the Consultant hereby agrees to indemnify and hold harmless the City and its employees and officials from any and all loss to the extent caused or incurred in whole or in part as a result of the negligence or wrongful acts of the Consultant, its officers, subsidiaries, employees and subconsultants/assignees and their respective officers and employees, in the performance of services pursuant to this Agreement.

In the case of any claims against the City or its employees and officials indemnified under this Agreement, by an employee of the Consultant, its officers, subsidiaries, or subconsultant/assignees, the indemnification obligation contained in this Agreement shall be limited to those losses caused by the negligence of the Consultant but shall not be limited by any limitation

on amount or type of damages, compensation or benefits payable by or for the Consultant, its officers, subsidiaries, or subconsultant/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts, as allowed by law. The Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

H. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either the Consultant or the City without the written consent of the other.

I. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

J. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via the City): N/A

K. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Architectural Services required by this Agreement are complete. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

M. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the

Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

N. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

O. HAZARDOUS MATERIALS

The Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site.

P. AFFIRMATIVE ACTION

The Consultant agrees to comply with the provisions of K.S.A. 44-1030, in the Kansas Acts Against Discrimination, and Section 10-113 eq seq of the Code of the City of Lawrence, Kansas, Affirmative Action in Public Contracts.

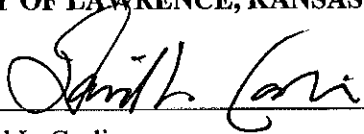
Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in duplicate this
18th day of February, 2015.

CONSULTANT

By: 
Josh Shelton AIA
Principal

CITY OF LAWRENCE, KANSAS

By: 

David L. Corliss

City Manager

APPROVED AS TO FORM:



Toni R. Wheeler

City Attorney

Exhibit A

el dorado inc 510 avenida cesar e chavez kansas city missouri 64108 p 816 474 3838 f 816 474 0836 www.eldoradoarchitects.com

City of Lawrence
Attn: Diane Stoddard, Assistant City Manager
PO Box 708
Lawrence, KS 66044

January 19, 2015

Diane,

Thank you for hosting the meeting with ELNA representatives on January 16, 2015 at City Hall. During the meeting, we discussed some changes that the design team might consider to scope and schedule for the 9th Street Corridor project. These changes included the following:

1. Adding a Statement of Values to the Work Plan and adding a 14-day milestone review period to Work Plan Deliverable as outlined in Scope 1A. We do not believe this will be an add to the overall Project Schedule as Public Workshops can run simultaneous to this review period.
2. In Scope 1C, ELNA requested that assessment of future programming strategies be and potential venue programming partnership structures be explored. This content would be added to Planning Workbook, a deliverable outlined in Scope 1C.
3. Within Scope 1D, ELNA requested an additional CSC meeting to occur 50% through the Complete Street Plan Document Phase with the intent to discuss Schematic Design progress and provide thoughts and feedback. Depending on nature of feedback, this could *potentially* add about 1 week to the Schedule.
4. In general, it was requested to detail the finalized Project Schedule to sync up milestone review periods and CSC meetings with as many Stakeholder organizations' meeting schedules as possible. el dorado was also asked to consider these review periods in relation to the Lawrence CC meeting schedule.
5. ELNA confirmed with el dorado that commissioned work during the design process would be open to other disciplines than just "artists."

Please find attached Scope and Fee Spreadsheet document that reflects the changes identified in the January 16th meeting and that comprehensively outlines our team's scope and fee for the 9th Street Corridor Project. We hope the detail provided by this document will serve as an efficient tool to land quickly on final terms for an agreeable contract for services. We also hope that this document can be an effective way to organize various funding sources currently available to the Project. Finally, we hope that the document will illustrate a rigorous Public Engagement Process that effectively addresses the concerns of the varying Project Stakeholders.

The Scope and Fee Spreadsheet is generally organized by (3) worksheets:

1. Scope and Fee Outline (outlines consultant fees as they specifically relate to scopes identified in Phase 1 Project Approach)
2. Scope and Fee Summaries (summarizes overall fees for Phase 1 by

consultant and by scope)

3. Personnel Rate (provides hourly rate detail and project staffing strategy for each consultant and scope)

We have also attached a revised Schematic Schedule that reflects changes related to our recent meeting with ELNA representatives and that identifies important milestones for the project. el dorado inc will finalize a more detailed Project Schedule once the negotiations for scope and fee are complete.

The scope and schedule both reflect what our team believes to be appropriate to meet the aspirations of the Artplace America grant and the process-based expectations of varying stakeholder groups.

Here are some general notes/ assumptions to consider as we move forward:

- The project was originally identified as a 6-block site with a target hard-cost budget of \$3,000,000 (a preliminary budget of \$500,000 per block is concurrent with various streetscaping upgrades that we have recently worked on within the region, ranging from preliminary budgets of \$500,000-\$650,000 per block).
- Our Scope and Fee Spreadsheet is prepared for the actual project site, a 7-block area of the East 9th Street Right of Way that connects Massachusetts Street to Delaware Street.
- While "Phase 1", as described in our Project Approach, has been thoroughly itemized in terms of scope and fee, "Phase 2" has not yet been detailed. Due to the unique nature of the project and the design process, the scope and fee for Phase 2 design services will need to be determined by the Project Scope outlined by the Design Development package completed during Phase 1.
- Of the overall fee for Phase 1, approximately \$62,000 is directly related to art and history consultants that support the intent of the Artplace America grant.
- Of the overall fee, approximately \$70,000 is associated with a comprehensive Stakeholder Engagement process.
- Of the overall fee for Phase 1, approximately \$40,000 is allocated for a comprehensive Site Survey. If current site survey information is readily available, our team might be able to reduce scope and fee for surveying services.
- Standard reimbursements (printing, mileage, etc) are not included in the scope and fee detail at this point (we would address standard reimbursables in the contract for services), but we did identify a probable expense budget of hotel and airfare for out-of-town consultant participation.
- This scope and fee document does not take into account requests identified in the recently submitted ELNA document, but does take into account scope and fee adjustments as a result of our meeting with ELNA representatives on January 16, 2015. el dorado is more than willing to further negotiate the scope and fee (and schedule) based on directives/ suggestions from City Commissioners and City staff as it pertains to Stakeholder Engagement.
- Regarding Phase 2, our team will be able to comprehensively assess scope/ budget/

schedule/ funding for Phase 2 at the conclusion of Phase 1. Without knowing the design direction and scope details of Phase 2, we are not yet able to assign a fee for professional services for this phase, but we can anticipate such a fee could fall between \$275,000 and \$375,000, depending on project scope, project design, and project phasing.

Thanks Diane. We very much look forward to starting this project and working with your staff, with Stakeholders, and with the citizens of Lawrence to realize this incredible urban design opportunity.

Best Regards,

A handwritten signature in dark ink, appearing to read 'Josh', with a stylized flourish at the end.

Josh Shelton
principal, el dorado inc

1. SCOPE AND FEE OUTLINE

[illegible]

a. Create Citizen Participation Model

- Prepare for and facilitate meeting between representatives from City of Lawrence, Lawrence Arts Center, DLI, ELNA, and Warehouse Arts District to best determine citizen participation within each Stakeholder Group. Work with Stakeholders to add a Statement of Values to 9th Street Corridor Project Work Plan.
- Create written narrative and Site Diagram that summarizes Citizen Participation Model that is inclusive of all Stakeholder Groups and most effective for each group individually.

b. Create Artist Participation Model							
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- * Prepare for and facilitate meeting between representatives from City of Lawrence, Lawrence Arts Center, DLI, ELNA, and Warehouse Arts District to create an Artist Participation Model that integrates the work of artist into the Stakeholder Engagement processes, Project Planning processes, and Project Implementation Processes
- * Create written narrative and Site Diagram that summarizes Artist Participation Model that is inclusive of all Stakeholder Groups

c. Assess Data Needs

- * Identify and assemble, through help from the City of Lawrence, relevant data related to the technical components of the project. These components may include, but are not limited to, planned infrastructure improvements, traffic studies, planning studies, transportation plans, and important historic overlays.

d. Comprehensive Overview of Planning Process

- * Based on input from the City of Lawrence and the Lawrence Arts Center, create a graphically illustrated guide outlining the steps in the design process and project schedule with identified project milestones. This guide can serve as a basis for the project process on the City's Website and made available to Artplace America, project stakeholders and property owners for their own publication and sharing.

			el dorado inc.	Bartlett & West	sans façon	Coen + Partners	Dennis Domer	Kelley Kindscher	Luke Dubois
1A- Create Work Plan	Total:	\$14,700	\$2,879	\$7,000		\$1,000			

18. STAKEHOLDER AND ARTIST PARTICIPATION									
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a. Steering Committees

1. Create Steering Committees	<p>Establish a steering committee. This committee will meet with the project team on a</p>
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- * Create a Citizen Steering Committee (CSC) that best represents Stakeholder Groups for the project. This committee will meet with the project team on a monthly basis regarding project process and progress. Whenever possible, an effort will be made to sync CSC meetings with existing Stakeholder group meeting schedules.

- * Create a Technical Steering Committee (TSC) that best represents Stakeholder Groups for the project. This committee will be engaged during later phases of the project that involve the technical aspects of the design and implementation for the project.

[illegible]

- * Prepare, facilitate and summarize monthly CSC meetings (assumes (6) meetings during Phase 1)

[illegible][illegible]

- * In collaboration with the CSC, establish best methods of public outreach appropriate for the various communities impacted by the project.
- * Create written summary and, in collaboration with the CVC and the City of Lawrence, develop implementation strategies for means of public outreach within each Stakeholder group.

<p>c. Public Engagement</p>	<p>1. How will the project engage the community and stakeholders? (e.g., public meetings, surveys, etc.)</p>
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1. Facilitate Public Design Workshop #1: The Role of Public Art in the Project

- * Prepare for, facilitate and summarize Public Design Workshop that engages public dialogue about the roles public art can play within the 9th Street Corridor Project during Stakeholder Engagement, Project Design, and Project Implementation.

2. Facilitate Public Design Workshop #2: Complete Street Design, Urban Landscaping and Multimodal Transportation Strategies

- the 9th Street Corridor Project.

3. Facilitate Public Design Workshop #3: Site History

- * Prepare for, facilitate and summarize Public Design Workshop that engages public dialogue about historical significance of the site and its impact on the 9th Street Corridor Project, during Stakeholder Engagement, Project Design, and Project Implementation.

4. Facilitate Public Gatherings that serve to share information about the Project process and Project progress

- * Prepare for and facilitate (3) Public gatherings along the 9th Street Corridor Project during Phase 1 that serve to educate the public about the site, the project process, and the project progress. Gatherings may include site walk-about, food-oriented events, performances, and/or partnership with other outdoor civic initiatives.

5. Project Blog and Information Notices

- | | | |
|--|--|--|
| | | * Create and update a Project Blog Page that reports on Stakeholder engagement, Project process, Project progress, and event information |
|--|--|--|

d. Neighborhood & Artist Participation	Create and update a neighborhood page	100%	100%
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1. Establish Neighborhood Participation for Stakeholder Engagement Processes

[illegible]

[illegible]

2. SCOPE AND FEE SUMMARIES**Phase 1 - Fee Summary By Consultant:****TOTAL FEE FOR PHASE 1:****\$293,728**

el dorado:	\$101,945	
Bartlett and West:	\$88,993	(includes completion of Site Survey)
sans facon:	\$51,600	
Coen + Partners:	\$39,790	
Dennis Domer:	\$8,400	
Kelley Kindscher:	PRO BONO	
Luke Dubois	\$3,000	

ESTIMATED TRAVEL REIMBURSEMENT EXPENSES FOR PHASE 1:

sans facon: 5-8 trips @ \$2,000 each
Coen + Partners: 3 trips @ \$1,500 each
Luke Dubois: 1 trip @ \$600 each

Phase 1 - Fee Summary By Consultant:**1A. CREATE WORK PLAN**

el dorado:	\$14,700
Bartlett and West:	\$2,879
sans facon:	\$7,000
Dennis Domer:	\$1,000
Kelley Kindscher:	PRO BONO

Total Fees for 1A: \$25,579**1B. STAKEHOLDER AND ARTIST PARTICIPATION**

el dorado:	\$35,245
Bartlett and West:	\$2,529
sans facon:	\$23,000
Coen + Partners:	\$6,840
Dennis Domer:	\$3,000
Kelley Kindscher:	PRO BONO

Total Fees for 1B: \$70,614**1C. DATA COLLECTION AND ORGANIZATION**

el dorado:	\$6,530
Bartlett and West:	\$43,877
sans facon:	\$1,000
Coen + Partners:	\$1,005

Total Fees for 1C: \$52,412**1D. COMPLETE STREET PLAN DOCUMENT**

el dorado:	\$20,730
Bartlett and West:	\$14,362
sans facon:	\$10,600
Coen + Partners:	\$18,890

Dennis Domer:	\$2,400
Kelley Kindscher:	PRO BONO
Luke Dubois:	\$1,000
Total Fees for 1D:	\$67,982
1E. DESIGN DEVELOPMENT DOCUMENTATION	
el dorado:	\$24,740
Bartlett and West:	\$25,347
sans facon:	\$10,000
Coen + Partners:	\$13,055
Dennis Domer:	\$2,000
Kelley Kindscher:	PRO BONO
Luke Dubois:	\$2,000
Total Fees for 1E:	\$77,142

3. PERSONNEL RATE SCHEDULES

el dorado inc: personnel rate schedule					
		Principal Architect @ \$150/hour	Project Manager @ \$125/hour	Project Architect @ \$85/hour	Design Staff @ \$55/hour
1A- Create Work Plan					
	a. Create Citizen Participation Model	11			35
	b. Create Artist Participation Model	10			35
	c. Assess Data Needs	6	8		
	d. Comprehensive Overview of Planning Process	12	10		50
	Total Fees:				\$14,700
1B- Stakeholder and Artist Participation					
	a. Steering Committees				
	1. Create Steering Committees	8			14
	2. Facilitate Citizen Steering Committee Meetings	40			72
	b. Outreach Strategies				
	1. Establish appropriate Outreach Strategies	4			10
	c. Public Engagement				
	1. Facilitate Public Design Workshop #1: The Role of Public Art in the Project	12			20
	2. Facilitate Public Design Workshop #2: Complete Street Design, Urban Landscaping & Multimodal Transportation Strategies	12			20
	3. Facilitate Public Design Workshop #3: Site History	4			7
	4. Facilitate Public Gatherings that serve to share information about the Project process & Project progress	24			40
	5. Project Blog & Information Notices	16			60
	d. Neighborhood & Artist Participation				
	1. Establish Neighborhood Participation for Stakeholder Engagement Processes	10			8
	2. Establish Artist Participation for Project Planning & Design Processes	10			8
	Total Fees:				\$35,245
1C- Data Collection & Organization					
	a. Site Survey	2	5		
	b. Create a Planning Workbook	15			61
	Total Fees:				\$6,530
1D- Complete Street Plan Document					
	a. Create Complete Street Plan Document				
	1. Written & graphic inventory of existing conditions	2	2		8
	2. Urban Context Connections	6	12		20

	3. Multi-modal Transit Integration	4	6	10	\$1,900				
	4. Streetscaping & Landscaping Strategies	3	5	7	\$1,460				
	5. Integrated Public Art Opportunities	4	6	10	\$1,900				
	6. Infrastructure Upgrades	4	6	10	\$1,900				
	7. Project Phasing	4	6	10	\$1,900				
	8. Cost & Schedule Estimates	6	6	6	\$1,980				
	9. Continued Progress Meetings with CSC	12	14	30	\$5,200				
	Total Fees:				\$20,730				
	1E- Design Development Documentation								
	a. Create 9th Street Corridor Design Development Package								
	1. Prepare Design Development Documents	8	20	34	\$5,570				
	2. Identification of Integrated Public Art Opportunities	4	6	10	\$1,900				
	3. Project Renderings	4	4	125	\$7,975				
	4. Itemization of Probable Cost	8	11	6	\$2,905				
	5. Continued Progress meetings with the CSC	10	12	18	\$3,990				
	6. Create Masterplan Assessment	4	10	10	\$2,400				
	Total Fees:				\$24,740				
	GRAND TOTAL:				\$101,945				

	3. Multi-modal Transit Integration	11	4	3	2	1	\$2,861
	4. Streetscaping & Landscaping Strategies						
	5. Integrated Public Art Opportunities						
	6. Infrastructure Upgrades	13	4	3.5	2	0.5	\$3,211
	7. Project Phasing	12	2	3	1	1	\$2,729
	8. Cost & Schedule Estimates	12	3	2	1	1	\$2,719
	9. Continued Progress Meetings with CSC						
	Total Fees:						\$14,362
	1E- Design Development Documentation						
	a. Create 9th Street Corridor Design Development Package						
	1. Prepare Design Development Documents	65	15	14	6	2.5	\$14,768
	2. Identification of Integrated Public Art Opportunities						
	3. Project Renderings						
	4. Itemization of Probable Cost	35	5	6	4	4.5	\$7,814
	5. Continued Progress meetings with the CSC						
	6. Create Masterplan Assessment	10	5	2	2	2	\$2,766
	Total Fees:						\$25,347
	GRAND TOTAL:						\$88,993

sans façon: personnel rate schedule				
	Lead Artist @ \$100/hr	Lead Artist @ \$100/hr		
1A- Create Work Plan				
a. Create Citizen Participation Model	10	10	\$2,000	
b. Create Artist Participation Model	15	15	\$3,000	
c. Assess Data Needs				
d. Comprehensive Overview of Planning Process	10	10	\$2,000	
Total Fees:			\$7,000	
1B- Stakeholder and Artist Participation				
a. Steering Committees				
1. Create Steering Committees				
2. Facilitate Citizen Steering Committee Meetings	10	10	\$2,000	
b. Outreach Strategies				
1. Establish appropriate Outreach Strategies				
c. Public Engagement				
1. Facilitate Public Design Workshop #1: The Role of Public Art in the Project	25	25	\$5,000	
2. Facilitate Public Design Workshop #2: Complete Street Design, Urban Landscaping & Multimodal Transportation Strategies				
3. Facilitate Public Design Workshop #3: Site History	5	5	\$1,000	
4. Facilitate Public Gatherings that serve to share information about the Project process & Project progress	15	15	\$3,000	
5. Project Blog & Information Notices	10	10	\$2,000	
d. Neighborhood & Artist Participation				
1. Establish Neighborhood Participation for Stakeholder Engagement Processes	25	25	\$5,000	
2. Establish Artist Participation for Project Planning & Design Processes	25	25	\$5,000	
Total Fees:			\$23,000	
1C- Data Collection & Organization				
a. Site Survey				
b. Create a Planning Workbook	5	5	\$1,000	
Total Fees:			\$1,000	
1D- Complete Street Plan Document				
a. Create Complete Street Plan Document				
1. Written & graphic inventory of existing conditions				
2. Urban Context Connections	7.5	7.5	\$1,500	
3. Multi-modal Transit Integration				
4. Streetscaping & Landscaping Strategies				

[illegible]

Coen + Partners: personnel rate schedule						
	Shane @ \$195/hour	Principal (Robin) @ \$145/hour	Senior Associate @ \$120/hour	Associate @ \$105/hour	Project Designer @ \$95/hour	Intern Designer @ \$45/hour
1A- Create Work Plan	65	65	0	0	145	87
a. Create Citizen Participation Model						
b. Create Artist Participation Model						
c. Assess Data Needs						
d. Comprehensive Overview of Planning Process						
1B- Stakeholder and Artist Participation						
a. Steering Committees						
1. Create Steering Committees						
2. Facilitate Citizen Steering Committee Meetings						
b. Outreach Strategies						
1. Establish appropriate Outreach Strategies						
c. Public Engagement						
1. Facilitate Public Design Workshop #1: The Role of Public Art in the Project						
2. Facilitate Public Design Workshop #2: Complete Street Design, Urban Landscaping & Multimodal Transportation Strategies	16	16			10	10
3. Facilitate Public Design Workshop #3: Site History						
4. Facilitate Public Gatherings that serve to share information about the Project process & Project progress						
5. Project Blog & Information Notices						
d. Neighborhood & Artist Participation						
1. Establish Neighborhood Participation for Stakeholder Engagement Processes						
2. Establish Artist Participation for Project Planning & Design Processes						
Total Fees:						\$6,840
1C- Data Collection & Organization						
a. Site Survey						
b. Create a Planning Workbook	2	2			2	3
Total Fees:						\$1,005
1D- Complete Street Plan Document						
a. Create Complete Street Plan Document						
1. Written & graphic inventory of existing conditions						
2. Urban Context Connections	8	8			30	7
3. Multi-modal Transit Integration	4	4			5	
4. Streetscaping & Landscaping Strategies	10	10			38	
5. Integrated Public Art Opportunities	4	4			4	

	6. Infrastructure Upgrades	6	6		4		\$2,420	
	7. Project Phasing							
	8. Cost & Schedule Estimates							
	9. Continued Progress Meetings with CSC						\$18,890	
	Total Fees:							
	1E- Design Development Documentation							
	a. Create 9th Street Corridor Design Development Package							
	1. Prepare Design Development Documents	9	9		18		\$4,770	
	2. Identification of Integrated Public Art Opportunities	6	6		16		\$3,560	
	3. Project Renderings				18	67	\$4,725	
	4. Itemization of Probable Cost							
	5. Continued Progress meetings with the CSC							
		65	65	0	0	145	87	
	Total Fees:						\$13,055	
	GRAND TOTAL:						\$39,790	

	6. Infrastructure Upgrades		
	7. Project Phasing		
	8. Cost & Schedule Estimates		
	9. Continued Progress Meetings with CSC	4	\$400
Total Fees:			\$2,400
1E- Design Development Documentation			
a. Create 9th Street Corridor Design Development Package			
1. Prepare Design Development Documents	20		\$2,000
2. Identification of Integrated Public Art Opportunities			
3. Project Renderings			
4. Itemization of Probable Cost			
5. Continued Progress meetings with the CSC			
Total Fees:			\$2,000
GRAND TOTAL:			\$8,400

Kelley Kindscher: personnel rate schedule

**Landscape Specialist:
PRO BONO**

1A- Create Work Plan

- Create Citizen Participation Model
- Create Artist Participation Model
- Assess Data Needs
- Comprehensive Overview of Planning Process

5 Hours PRO BONO

1B- Stakeholder and Artist Participation

- ### a. Steering Committees

1. Create Steering Committees
2. Facilitate Citizen Steering Committee Meetings

6 Hours PRO BONO

- ### b. Outreach Strategies

- ### 1. Establish appropriate Outreach Strategies

- ### c. Public Engagement

1. Facilitate Public Design Workshop #1: The Role of Public Art in the Project
2. Facilitate Public Design Workshop #2: Complete Street Design, Urban Landscaping & Multimodal Transportation Strategies
3. Facilitate Public Design Workshop #3: Site History
4. Facilitate Public Gatherings that serve to share information about the Project process & Project progress
5. Project Blog & Information Notices

- #### d. Neighborhood & Artist Participation

1. Establish Neighborhood Participation for Stakeholder Engagement Processes
2. Establish Artist Participation for Project Planning & Design Processes

- a. Site Survey

- b. Create a Planning Workbook

1D- Complete Street Plan Document

- a. Create Complete Street Plan Document

1. Written & graphic inventory of existing conditions
2. Urban Context Connections
3. Multi-modal Transit Integration
4. Streetscaping & Landscaping Strategies
5. Integrated Public Art Opportunities
6. Infrastructure Upgrades
7. Project Phasing
8. Cost & Schedule Estimates
9. Continued Progress Meetings with CSC

2 Hours PRO BONO

[illegible]

Luke Dubois: personnel rate schedule

Art Technician
@ \$100/hr

1A- Create Work Plan

- Create Citizen Participation Model
- Create Artist Participation Model
- Assess Data Needs
- Comprehensive Overview of Planning Process

1B- Stakeholder and Artist Participation

- a. Steering Committees
 1. Create Steering Committees
 2. Facilitate Citizen Steering Committee Meetings
- b. Outreach Strategies
 1. Establish appropriate Outreach Strategies
- c. Public Engagement
 1. Facilitate Public Design Workshop #1: The Role of Public Art in the Project
 2. Facilitate Public Design Workshop #2: Complete Street Design, Urban Landscaping & Multimodal Transportation Strategies
 3. Facilitate Public Design Workshop #3: Site History
 4. Facilitate Public Gatherings that serve to share information about the Project process & Project progress
 5. Project Blog & Information Notices
- d. Neighborhood & Artist Participation
 1. Establish Neighborhood Participation for Stakeholder Engagement Processes
 2. Establish Artist Participation for Project Planning & Design Processes
- a. Site Survey
- b. Create a Planning Workbook

1D- Complete Street Plan Document

1. Written & graphic inventory of existing conditions
2. Urban Context Connections
3. Multi-modal Transit Integration
4. Streetscaping & Landscaping Strategies
5. Integrated Public Art Opportunities
6. Infrastructure Upgrades
7. Project Phasing
8. Cost & Schedule Estimates
9. Continued Progress Meetings with CSC

10

\$1,000

[illegible]

EXHIBIT B
REIMBURSABLE EXPENSES

Vendor printing, courier, contract documents, meals associated with after hours work sessions, travel expenses, mileage (57.5 cents per mile), postage, faxes (\$.35 per page), in-house copies (\$.10 each), in-house printing (\$.10 per 8.5x11, \$.15 per 11x17, \$.50 per 12x18), in-house color printing (\$.50 per 8.5x11, \$3.50 per 8.5x11 glossy, \$2.00 per 11x17, \$2.50 per 12x18), in-house plotting (\$6.00 per 24x36 and \$16.50 per 24x36 color) and digital images (\$.50 per image).

Exhibit C

Design Survey Requirements

Consultant will perform design survey. All surveys of the Project must tie to two different section corners. The survey must have a linear closure of 1:15,000 as determined by the American Congress on Surveying and Mapping. All survey data must be provided to the City in digital format.

Consultant will obtain information from utility companies who have facilities within the Project limits. Utility companies shall be required to locate their facilities within the Project limits. Include utility locations in survey data. Provide preliminary utility coordination. Line and depth are required for all underground utilities.

Consultant will obtain ownership and easement (O & E) certificates on the properties that abut the Project site. Copies of all ownership maps and recorded plats will be obtained from Douglas County.