

DESIGN SERVICES AGREEMENT
 between
THE CITY AND COUNTY OF DENVER
 and
STUDIOTROPE, LLC
 Contract No. CE02089

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DESIGN SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2010, between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **STUDIOTROPE, LLC** (the "Design Consultant"), a Colorado limited liability company, whose address is 2942 Welton Street, Denver, Colorado 80205.

RECITALS:

WHEREAS, the City desires to obtain professional architecture and engineering design services in support of the West Denver Branch Library (the "Project"); and

WHEREAS, the Design Consultant represents that its members include a duly licensed engineer/architect of the State of Colorado and that the Design Consultant has the present capacity and is experienced and qualified to perform professional architectural and engineering design services for the City in connection with the Project as specified in this Agreement; and

WHEREAS, Design Consultant is ready, willing and able to provide the services described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant with respect to the furnishing of professional design services for the Project as set forth in this Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 Line of Authority for Contract Administration. The City's Manager of Public Works ("Manager") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager's authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Manager's approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager's behalf by written notice to the Design Consultant.

1.03 Independent Contractor. The Design Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Design Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Design Consultant's Authority. The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify

any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's basic services shall consist of all of those services described in this Agreement and in Exhibit A.

2.02 Professional Responsibility.

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other projects for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Manager and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

2.03 Program and Budget.

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost will be provided to the Design Consultant upon execution of this Agreement.
- (c) The Design Consultant agrees to design the Project within the estimated Project Construction Cost for the Project. Should all responsive bids or proposal received for the Project work provided for in the design exceed such cost, the Design Consultant agrees to redesign the Project at no additional cost to City and, in a manner acceptable to the City.

2.04 Coordination and Cooperation.

- (a) The Design Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved agencies shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in *Exhibit C* will be assigned by the Design Consultant or its subconsultants to perform the services required under this Agreement, as appropriate.
- (b) The Design Consultant's services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (c) The Design Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in **Exhibits A and C**. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until

replacement personnel are recommended by the Design Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.

- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Manager notifies the Design Consultant that certain of its key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.
- (h) Neither the Design Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Design Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant or subconsultant.
- (i) Actions taken by the City under this Article shall not relieve the Design Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (j) The Design Consultant shall submit to the Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Design Consultant and approved by the Manager before they are assigned to a specific project.
- (k) The Manager shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Manager receives the list of changes. If the Manager or his designated representative does not respond within that time, the changes shall be deemed to be approved.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such

professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.

- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which must be performed on each Project have been separated into phases. As applicable for the Project, the Design Consultant shall satisfactorily complete all work necessary to complete each phase as specifically set out in *Exhibit A*.

2.08 Additional Services.

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibits A and B**, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such

services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.

- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in **Exhibit B**;
 - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
 - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing.

- (a) The Design Consultant shall obtain all necessary surveying, tests and reports to properly design and administer the construction of each project, including, but not limited to, soils and hazardous materials testing. The Design Consultant shall be responsible for the accuracy, adequacy and content of such tests, surveying and reports.
- (b) The Design Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional judgment, the Design Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.
- (c) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Design Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly of the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (d) The Design Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately

protect the interests of the City and third parties from the acts and omissions of the testing entity.

- (e) The amount of surveying or testing, the cost, and the types of reports required must be approved by the Manager prior to the Design Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Design Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (f) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.
- (g) Payment to the Design Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific proposal for each project.

2.10 Compliance with M/WBE Requirements

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 20.06%. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 20%.
- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:
 - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of

any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

- (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.
- (4) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Design Consultant for its service performed and expenses incurred under this Agreement as follows.

3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **FIVE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$567,500.00)**, in accordance with the billing rates and project budget stated in **Exhibit B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit B** or approved in writing by the City as reasonably related to or necessary for the Design Consultant's services, all other expenses shall be included in the Design Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all

reimbursable expenses under this Agreement is **TWENTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$29,600.00)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**.

3.04 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Design Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Design Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Design Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Design Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Design Consultant. The City may, at the discretion of the Manager, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Manager. However, no deductions shall be made from the Design Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

3.05 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$647,100.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the

Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Manager at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on execution of this Agreement and expire, unless sooner terminated, upon final completion of the Project.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Design Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the Manager.
- (b) The Manager may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Manager. The City shall have the sole discretion to permit the Design Consultant to remedy the cause of a contemplated termination for cause without waiving the City's right to terminate the Agreement.
- (c) In the event of a termination for cause, or in the event the Design Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Design Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Design Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Design Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Design Consultant's services are terminated, postponed or revised, or if the Design Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Design Consultant shall be paid only for the portion of work or services which has been satisfactorily completed at the time of such dismissal, termination, cancellation, postponement, revision or stoppage.
- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Design Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.

- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Design Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Design Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City's Responsibilities.

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide

full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.

- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses. The Design Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Design Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Design Consultant shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 Design Consultant's Records. Records of the Design Consultant's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Design Consultant shall be kept on a generally recognized accounting basis. The Design Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design Consultant, involving transactions related to this Agreement.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment. In connection with the performance of work under this Agreement, the Design Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise

qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Design Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 Insurance.

- (a) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (b) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The 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 this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (c) **Additional Insureds:** For Commercial General Liability and Business Auto Liability Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

- (d) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.
- (e) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (f) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- (g) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
- (j) **Professional Liability:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.
- (k) **Additional Provisions:**
 - (1) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision; and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (3) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate aggregates required.

5.08 Defense & Indemnification.

- (a) To the fullest extent permitted by law, the Design Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Design Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Design Consultant is not named as a Defendant.
- (c) Design Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5.09 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

5.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

- Exhibit A Scope of Work & Design/ Precon Schedule
- Exhibit B Fee, Reimbursable Expenses & Hourly Rates

Exhibit C Key Personnel

Exhibit D ACORD Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Sections 1 through 5
Exhibit A
Exhibit B
Exhibit C
Exhibit D

5.11 When Rights and Remedies Not Waived. In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Design Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

5.12 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

5.13. Conflict of Interest.

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design

Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

5.14 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

5.15 Time is of the Essence. The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Design Consultant, time is of the essence.

5.16 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

5.17 Proprietary or Confidential Information.

- (a) **City Information:** The Design Consultant acknowledges and accepts that, in performance of its work under the terms of this Agreement, the Design Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Design Consultant agrees that all information provided or otherwise disclosed by the City to the Design Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Design Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Design Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Design Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) **Design Consultant's Information:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design Consultant of such request in order to give the Design Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Design Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents

and employees, from any claim, damages, expense, loss or costs arising out of the Design Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.18 Use, Possession or Sale of Alcohol or Drugs. The Design Consultant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Design Consultant from City facilities or participating in City operations.

5.19 No Employment of Illegal Aliens to Perform Work Under the Agreement.

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Consultant certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts

with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

5.20 Disputes. All disputes between the City and Design Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

5.21 Waiver of C.R.S. 13-20-802, et seq. The Design Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

5.22 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period."

5.23 Advertising And Public Disclosure. The Design Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to

officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

5.24 Legal Authority. Design Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Design Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Design Consultant and to validly and legally bind Design Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Design Consultant or the person signing the Agreement to enter into this Agreement.

5.25 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

to the City:	Manager of Public Works 201 West Colfax Avenue, Dept. 601 Denver, Colorado 80202
to the Design Consultant:	Studiotrope, LLC 2942 Welton Street Denver, Colorado 80205 Attention: Joseph Montalbano, Principal

The addresses may be changed by the Parties by written notice.

5.26 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5.27 Agreement as Complete Integration-Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.28 Counterparts of this Agreement. This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the City and the Design Consultant have executed this Agreement as of the day and year first above written.

CITY AND COUNTY OF DENVER

ATTEST:

STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: Yvelyn B. Thomas
Manager of Public Works

APPROVED AS TO FORM:
DAVID R. FINE, Attorney
For the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
Manager of Finance
Contract Control No: CE02089

By: _____
DENNIS GALLAGHER, Auditor of the
City and County of Denver

“CITY”

JOSEPH MONTALBANO, PARTNER

By: JM

“DESIGN CONSULTANT”

EXHIBIT A

SCOPE OF WORK & DESIGN/ PRECON SCHEDULE

SCOPE OF WORK

WEST DENVER NEW BRANCH LIBRARY DENVER, COLORADO

Project Description: This project is part of the "BUILDING A BETTER DENVER" Bond Program approved by voters in November 2007. The West Denver New Branch Library project is anticipated to be a new building constructed at the southeast corner of the intersection of West Colfax Avenue and Irving Street. The approximately 0.92 acre site is at the northwest corner of the planned Festival Plaza redevelopment that is currently under design and is being developed by the Urban Land Conservancy. The new building is anticipated to be a two-story building with roughly 26,000-28,000 GSF. The City is in the process of acquiring the described real property for the West Denver New Branch Library. The City reserves the right to postpone or rescind the RFP for any reason, including delays in the acquisition of property for the Project.

The recent growth in Denver's residential and business communities has created gaps in Denver Public Library's ability to serve all the people of Denver. The location at West Colfax Avenue and Irving Street provides Denver Public Library with an opportunity to fill a critical gap in a neighborhood that has a growing demographic of library customers, and that is ripe for such an amenity. The surrounding and existing branches are undersized and over capacity, and surrounding neighborhoods are underserved. Accordingly, the City desires to design a library to be constructed at West Colfax Avenue and Irving Street in order to provide essential library services for the residents in this area.

The new West Denver New Branch Library, planned to be sized at around 26,000-28,000 square feet, will house a collection of approximately 80,000-100,000 books, music, magazines and media to meet the needs of the public in the neighborhood, including children, teens, adults and families. The library will offer computer access for public use, seating to accommodate a large amount of simultaneous users, a large group meeting room to accommodate program needs and several small study rooms.

The West Denver New Branch Library is envisioned to be a library of the twenty-first century, incorporating the latest in library technology, including but not limited to; customer self-check, wireless computer access and an automated book handling system. It will serve as a community anchor, as well as a location for social networking and learning.

Per City and County of Denver Executive Order No. 123, the West Denver New Branch Library shall, at a minimum, achieve LEED-NC (New Construction) Silver certification and Energy Star status.

Project Scope: The Design Consultant will prepare design schedules, prepare design and construction documents, perform construction cost estimating, assess the availability of construction materials and construction labor, and assist in administering construction, based on the following outline of services, as required.

The Design team shall provide full architectural and engineering professional services for: project programming, schematic design, design development documents, construction documents, and construction administration for the scope of work indicated and in compliance with covenants applicable to the property. The construction budget for the West Denver New Branch Library project is estimated to be between \$5.0 and \$5.5 million. The Owner will provide to the Design Consultant a concise statement of the Project Budget, delineating the desired partitions of amount as pertinent to the Programming/Design efforts, no later than the beginning of Programming.

The City has yet to determine the construction procurement method, however may retain a construction contractor under a CM/GC contract for the pre-construction and construction phases.

Denver's Public Art Ordinance dictates that any capital improvement project with a construction and design budget of over \$1 million qualifies for inclusion in the Public Art Program. This project has qualified for Public Art, so 1% of the construction budget will be set aside for artwork at the site. The public art funds and art selection process are administered by the Denver Office of Cultural Affairs

SCOPE OF WORK

(DOCA) but the design team and contractors selected for this project may collaborate with DOCA on the public art process.

Section A - Services:

Full professional design services are required with all related engineering disciplines, including but not limited to the following:

1. Library Programming
2. Site Planning
3. Site Survey (including a topographic site survey)
4. Geotechnical Investigations & Environmental Studies
5. Full Service Architectural Design, including verification of an existing Library Program
6. Civil Engineering & Storm Water Management
7. Utilities Design & Coordination
8. Urban Design
9. Landscape & Irrigation Design
10. Traffic Studies
11. Structural Engineering
12. Mechanical Engineering (Plumbing & HVAC, including coordination with LEED consultant)
13. Electrical Engineering
14. Lighting Design
15. Fire Alarm Design
16. Fire Suppression Design
17. Interior Design
18. FF&E Selection (including bid package development, bidding assistance & installation)
19. Acoustical Engineering
20. Signage/Wayfinding & Graphics Design (interior and exterior)
21. Tele/Data, Security/Access Control, and Audio/Visual Systems
22. Leadership in Energy and Environmental Design (LEED) Certification and Consultation
23. Cost Estimating
24. Scheduling
25. Public Art Installation Coordination
26. Public Outreach and Meetings

Items which are not part of the A/E Scope of Services:

Environmental investigations; building systems commissioning; and detailed or exhaustive analysis of CM/GC cost proposals, other than a general confirmation that, in the opinion of the Architect, the proposal appears to be in alignment with the scope of the work requested.

Section B - Coordination:

Coordination meetings with City agencies, utility companies, other City consultants (including technology consultant), Department of Cultural Affairs (including participation in artist selection and coordination of a potentially integrated public art installation at the new library), and user groups shall be a continuing work item for the selected Design Consultant from the 'Notice to Proceed' through program review, schematic design, design development, construction documents and through the construction and warranty phase. In particular, the Design Consultant shall comply with all provisions of the Denver Building Code and all other related codes, standards, City Ordinances and regulations, as well as the covenants applicable to the property.

B.1- Building Commissioning: The City will retain the services of a Building Commissioning Agent during the design phase. The Design Consultant shall cooperate with the Commissioning Agent in all matters relating to the design, including a peer review of all items related to building commissioning.

SCOPE OF WORK

Section C- Construction Methodology:

Although the City has yet to determine the construction procurement method, the City may elect to execute the construction of the Work under a CM/GC (Construction Manager/General Contractor) type of construction contract. If such construction delivery method is chosen, the Design Consultant may be asked to advise the City in the preparation of solicitation documents (RFQ/RFP) for a CM/GC, as well as have input during the CM/GC selection phase.

Section D- CPM Schedule:

Upon receipt of a written notice to proceed, the Design Consultant shall prepare a preliminary integrated project design schedule in Critical Path Method (CPM) format using Microsoft Project software. This CPM schedule shall show design phases, identify critical milestone dates, selection period for the construction contractor, future construction dates, and note what decisions are needed to be made by the City. Note interface requirements with utilities, LEED Certification, and any other third party organizations. The Design Team shall specifically address how this schedule will be developed, tracked, and updated. The City may request a detailed software copy of the CPM schedule during any part of the design and construction process.

Section E- Program Requirements:

Prior to commencing the specific design services called for under this Agreement, the Design Consultant acknowledges that it has reviewed the City's Preliminary Report or Master Plan (if one is available), which sets forth the conceptual design elements for the Project and which will require further definition, analysis and refinement as part of Design Consultant's Schematic Design Phase services. The Design Consultant shall consult with the City, the Project Manager, user agencies, and other parties referred to in this Agreement to ascertain the applicable requirements of the Project, including budgetary considerations, goals, objectives and time constraints (the "Project Requirements"), and shall review the understanding of such Project Requirements with the City.

E.1- Programming Phase:

The following programming and pre-schematic design services shall be diligently performed by the Design Consultant, and shall be included as part of Basic Services provided by the Design Consultant:

E.1.1- The Design Consultant shall prepare, for approval by the City, an Architectural Program Report which includes, but is not limited to, (i) an introduction to and description of the Project Requirements and (ii) a survey of applicable building code analyses (including a determination of whether any variances, waivers or special permits are required).

E.1.2- The Design Consultant shall additionally prepare an executive summary report which shall include (i) an introduction to and a description of the Project Requirements and the procedures to be implemented to maximize the attainment of the Project Requirements; (ii) a summary of architectural analyses; (iii) stacking and blocking diagrams, and (iv) any other related documents (the "Executive Summary Report").

E.1.3- The Design Consultant shall submit the Program Documents and executive summary report to the City for review and written approval. After the City has approved the Program Documents in writing, the Design Consultant shall deliver the approved Program Documents to the City and any other parties designated by the City. Acceptance of the Program Documents by the City or authorization to proceed shall not be construed as approval of the adequacy of the documents or of any services rendered by the Design Consultant during this or any previous phase.

SCOPE OF WORK

E.1.4- The Design Consultant shall submit a preliminary square foot cost estimate at the end of the programming phase.

Section F- Schematic Design:

Upon written acceptance and approval of the Program, the Design Consultant shall proceed with the Schematic Design phase. The initial phase of the Schematic Design will be to submit several "Site Options" for the Owner's approval. The "Site Options" shall include but will not be limited to: building footprint, building orientation, building size, number of floors, parking layout, public pedestrian and vehicular circulations, open spaces, right-of-way and site drainage. Upon written acceptance and approval of the Schematic Design Initial phase, the Design Consultant shall proceed with second phase of the Schematic Design. The Schematic Design shall be in the form of drawings and ancillary documents and shall provide sufficient detail to show structure location and orientation on site, division of spaces, MEP requirements, preliminary estimates of construction time and construction costs. The Design Consultant shall be responsible for obtaining all utility and site information required and present studies to City agencies for review, comment and approval.

F.1- Schematic Design Documents:

Based on the preliminary reports, the master plan, if any, the Program Documents and the Construction Budget, the Design Consultant shall prepare, for review and approval by the City, 12 copies of Schematic Design Documents, in written and graphic form, consisting of (i) drawings and other documents illustrating the scale and relationship of all Project components; (ii) plans, elevations, and sections for the Project; (iii) an engineering analysis of the structural, electrical, mechanical, plumbing, fire prevention and security/low voltage systems; and (iv) other documents illustrating the scale and relationship of the Project. The Schematic Design Documents shall be in such form and content as is necessary to establish the essential character of the Project, shall demonstrate conformance to Project Requirements, shall reflect the physical aspects of the design, the functional needs intended to be served by the Project, the Construction Budget limitations, Sustainability considerations and the Project's schedule parameters, shall incorporate phasing, and shall schematically identify and describe the structural, mechanical, plumbing and electrical systems and other pertinent design elements of the Project.

F.2- Schematic Construction Cost Estimate:

In connection with preparing the Schematic Design Documents, the Design Consultant shall evaluate and report on the energy conservation, LEED Silver Certification outline, and shall consult with the Xcel Energy's consultant (retained through the Xcel Energy Design Assistance Program or the Energy Efficient Building Program) relative to energy conservation, life cycle, maintenance factors, operating costs and initial capital costs of all systems and other applicable design elements which are included in the Schematic Design Documents. The Design Consultant shall prepare preliminary cost estimates and economic analyses of the design systems, shall prepare such alternative design studies, as may be requested by the City, consisting of the drawings and outline specifications and other documents illustrating the scale and relationship of the Project components that are customarily provided during the Schematic Design Phase, shall assist the City with the preparation of cost estimates for each alternative. The Design Consultant shall consult with the City and its Project Manager as to the status of the City's program, design requirements and phasing requirements.

F.3- Presentation of Schematic Design Documents:

At one hundred percent (100%) completion of the Schematic Design Phase, the Design Consultant shall present to the City for review and approval, 12 copies of drawings consisting of the following:

1. Scope of Work Outline (revised, if necessary);
2. Design Schedule including explanation of any variance from original schedule;
3. Description of structural, mechanical, plumbing, electrical, sustainability, security/low voltage and fire prevention systems;
4. Site plan, indicating proposed and existing features, including building locations and sizes

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- (differentiating between existing and proposed); grading overview, site drainage considerations, entrance points, parking areas, utilities, roadways, covered walkways, and play areas;
5. Scaled floor plan(s), indicating the size and relationship of all programmed spaces. Spaces shall be identified by name, and the square footages shall be indicated within each space. Circulation and mechanical spaces shall be calculated and identified separately;
 6. Developed study elevations and sections illustrating massing, relation to grade, basic materials, fenestration, floor/ceiling heights and roof slopes;
 7. Location and character of public open space, including rights of way;
 8. Public pedestrian and vehicular circulation, including fire department access allowances;
 9. LEED Silver Certification Outline;
 10. Site security;
 11. Storm water management;
 12. Identification and resolution of signage and lighting needs and issues;
 13. Initial identification of public art opportunities;
 14. Horizontal and vertical relationships of civic and transitional structures;
 15. Compliance with applicable property covenants;
 16. Detailed Cost Estimate including materials, labor, use taxes, permits, fees, contractor markups, and contingency. Cost estimate shall be clear and justifiable by the design team;

The City may approve, disapprove or approve "as noted" the Schematic Design Documents, in which event the Design Consultant shall make revisions to the Schematic Design Documents. If the Schematic Design documents are approved "as noted" such comments shall be reflected in the documents in the succeeding phase (Design Development). During this phase, the Design Consultant shall meet with all requisite governmental officials or agencies to review code, regulations or other applicable governmental issues related to the Project design so as to ensure that all code, regulatory and other governmental issues are addressed and appropriate solutions proposed prior to competition of the Design Development Phase. Acceptance of the Schematic Design Documents by the City or authorization to proceed shall not be construed as approval of the adequacy of the documents or of any services rendered by the Design Consultant during this or any previous phase, and shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions. Significant changes made by the City after the Schematic Design documents have been accepted however may be deemed to be a change of scope, subject to additional compensation to the Design Consultant.

Section G- Design Development:

The Design Consultant, upon written approval of the Schematic Design, shall prepare Design Development drawings and ancillary documents based on the approved Schematic Design. Drawings and other documents shall fix and describe the size and character of the entire project as to architectural, civil, structural, acoustical, interior design, mechanical, plumbing and electrical systems; shall outline all required building systems including footing and foundation systems based geotechnical recommendations, and shall show building floor plans, sections and elevations with dimensions. Drawings and documents shall be presented by the Design Consultant to City agencies for approval. At the 90% completion point of the Design Development phase, the Design Consultant in conjunction with the City shall confirm that the cost estimate does not exceed the project budget including adequate contingency. The Design Consultant shall present a recommended methodology for the development of cost estimates that are to be based on partially completed construction documents. In order for these estimates to be of value, they must include not only the itemized work shown on the drawings, but also incorporated the design intent of performance criteria, the details of which may not yet be fully incorporated into the drawings at the time of the estimates.

G.1- Design Development Documents:

The Design Development Documents shall include studies which establish the design concept

SCOPE OF WORK

associated with the interior design indicating the types and quality of colors, finishes, materials, fixtures and equipment, LEED Silver Certification identifiables and shall present such studies to the City for approval.

G.2- Design Development Services:

In conjunction with the preparation of the Design Development Documents, the Design Consultant, among other things, will perform the services, which are described below and which generally relate to the Design Development Phase:

G.2.1- Preparing and finalizing design elements and architectural composition and commencing construction detailing as required to reinforce general architectural statements;

G.2.2- Further refining the specifications materials book consistent with the design development phase of the Project;

G.2.3- Coordinating, as necessary, the Design Development Documents with the Project Manager or the City's other consultants so as to provide a complete, coordinated set of Design Development Documents for the City's approval.

G.3- Alternatives or Modifications During Design Development Phase:

To the extent that alternatives not addressed during the Schematic Design Phase become evident during the Design Development Phase (whether such alternatives are aesthetic, functional or involve value engineering), the Design Consultant shall advise the City of such alternatives and consult with and assist the City and the Project Manager in all decisions with regard to such alternatives; and where such alternatives involve significant operating and maintenance cost alternatives, the Design Consultant shall present comparative analyses of such alternatives. All modifications approved by the City which are based on the alternatives presented, or any other modifications made during this Design Development Phase, shall be included as Basic Services under this Agreement.

G.3.1- During the Design Development Phase, the Design Consultant shall inform the Project Manager or the City, of construction items having a potentially long "lead-time", and shall confirm such with the Contractor.

G.4- Design Development Phase Cost Estimate:

The Design Consultant shall prepare, for submittal to and approval of the City and the Project Manager, a detailed statement of estimated Project construction costs entitled "Statement of Estimated Project Construction Costs -- Design Development Phase" in the same format as the Schematic Design cost estimate. The Design Consultant shall also make revisions and/or corrections and prepare other documents where necessary, in order to bring the cost of the Work within the approved Construction Budget, as determined by the City.

G.5- Presentation of Design Development Documents:

At one hundred percent (100%) completion of the Design Development Phase, the Design Consultant shall present 12 copies of drawings and specifications to the City for preliminary review and approval. The City may approve, disapprove or approve "as noted" the Design Development Documents in which event the Design Consultant shall make revisions to the Design Development Documents as may be reasonably requested by the City. Following its review, the City may request such revisions as may be necessary to provide final approval of the Design Development Documents. The Design Consultant shall meet with all requisite governmental officials or agencies to review all code, regulations or other applicable issues related to the Project design so as to ensure that all code, regulatory and other governmental issues shall be addressed and solutions proposed upon completion of the Design Development Phase. The Design Development Documents shall include the following deliverables:

1. Title sheet clearly indicating "Design Development";

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2. Scope of work outline (Design Narrative);
3. Floor plans showing all programmed and mechanical spaces, wall thickness, room sizes and identifications, layouts of all fixed equipment, door and window locations;
4. Exterior elevations of all new facades showing finished grades, floor elevations, maximum structure height, fenestration, and materials;
5. Major Building Sections;
6. Major Wall Sections;
7. Interior Elevations;
8. Site plan showing existing and proposed grading contours, sidewalks, roads, parking areas, building locations and sizes, existing and proposed utility lines, setbacks, existing and proposed right of ways, and any other pertinent site information;
9. Area plans showing interior elevations of more complex areas such as toilet rooms, labs, kitchens, mechanical equipment rooms, at a scale of one quarter (1/4") inch to the foot;
10. Plans and diagrams (e.g., piping risers) illustrating basic structural, mechanical, plumbing, electrical, low voltage, fire prevention, and security systems that establish size and relationship requirements;
11. Detailed Cost Estimate including materials, labor, use taxes, permits, fees, contractor markups and contingency. Cost estimate shall be clear and justifiable by the design team;
12. Remaining Design and Construction Document Schedule, including anticipated corresponding Schedules;
13. Preliminary Finishes Schedule
14. Reflected ceiling plans showing lighting layouts;
15. Calculations to support selection of all engineering systems, if requested;
16. A draft specification in the format of the CSI divisions. Minimum requirements for the outline specification are as follows:
 - All sections to be in the contract documents shall be so identified;
 - All systems, equipment, materials, and methods to be used shall be so identified;
 - A description is required for each CSI section used;
 - Specifications shall comply with the City's Public Office Building Technical Specifications;
 - A complete code analysis of the proposed building and/or modifications to existing buildings.

G.6- Acceptance of Development Documents:

Acceptance of such Design Development Documents by the City and authorization to proceed shall not be construed as approval of the adequacy of the design documents or of any services rendered by the Design Consultant during this or any previous phase, and shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions.

Section H- Construction Documents Phase:

Upon review and final approval by the City of the Design Development Documents, and issuance of a written Notice to Proceed by the City, the Design Consultant shall prepare and submit to the City for review and approval a complete set of construction documents, consisting of working drawings and final specifications (the "Construction Documents" or "Drawings and Specifications") which set forth in detail the requirements for the construction and completion of the Project. When preparing the Construction Documents, the Design Consultant shall comply with the following guidelines:

H.1- Construction Documents:

The Construction Documents shall consist of working drawings (including construction details and dimensions) and specifications which shall contain sufficient information to define the type of materials, equipment and standards of performance, so that the contracted general contractor or the CM/GC contractor will be able to reliably determine the nature, quality and quantities of all labor and materials and the workmanship required to construct and equip the Project or of any portion of the Project.

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H.1.1- The Drawings and Specifications shall be prepared to clearly indicate the required phasing of the Work, including the extent and sequence of demolition. Such drawings shall indicate how existing systems and utilities will be maintained during construction, if required and how existing utilities will connect to and serve the Project. Such drawings shall be fully coordinated as to the compatibility and juxtaposition of the various components of the Work to insure their proper performance and to avoid, to the maximum extent possible, interference and conflicts between the work of the trades.

H.1.2- The Design Consultant shall keep the City informed of any changes in the requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed to allow the City to revise, modify and update as necessary the estimate of the total construction cost.

H.1.3- The Design Consultant shall present and submit the Construction Documents to the City for review and shall modify such Construction Documents to incorporate: (a) any changes requested by the City and the Project Manager, and (b) all changes requested by any governmental authority or agency whose approval is required by law. The Design Consultant shall also provide any additional design information and documentation reasonably requested by the City to the extent that such information and documentation is required or customarily provided in the Construction Documents Phase. After the Construction Documents have been modified to conform to the comments of the City and/or the governmental authorities, the Design Consultant shall deliver to the City, and any other parties designated by the City, the Construction Documents. Promptly upon the City's acceptance and written approval of the Construction Documents, the Design Consultant shall deliver to the City one (1) Mylar set of the approved Drawings containing the architect's and engineer's seals and authorized signatures, and one original copy of the Specifications reproducible in quantity by a process acceptable to the City (collectively, the "Final Construction Documents"). Reproduction of the Final Construction Documents shall be a reimbursable expense.

H.1.4- The Design Consultant shall prepare the Final Construction Documents in a format that complies with all City, federal and state requirements. The City shall pay no additional compensation to the Design Consultant for the preparation of the Final Construction Documents in a format other than that specified in this Agreement, nor shall any construction document be considered final until approved by the City, regardless of any federal or state approval of such construction document. Acceptance by the City of the Final Construction Documents and authorization to proceed shall not be construed as approval of the adequacy of the Final Construction Documents, or of any services rendered by the Design Consultant during this or any previous phase, and shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions.

H.1.5- The Design Consultant additionally shall:

- (a) in a timely manner, prepare a signed and sealed "Permit Set" of the construction Documents and/or the Final Construction Documents as required by and for submission to the City and County of Denver Buildings Inspection Division and all other governmental authorities or agencies having jurisdiction over or approval of the Project;
- (b) assist the Contractor or the City in obtaining the necessary building permits in time for construction to commence in accordance with the Project Schedule. The Design Consultant shall assist the City and the Project Manager in obtaining all other required approvals of the City or any governmental authorities or agencies with jurisdiction over the Project, and shall assist the City with filing any other documents required by any other governmental authority or agency for any and all approvals;

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(c) provide the City with a final statement of the estimated Project construction cost based upon the Construction Documents.

H.1.6- The Design Consultant shall include a list of "approved equals" for construction, as part of the Final Construction Documents. Preparation of such "approved equals" shall be part of the Design Consultant's Basic Services.

H.1.7- The Design Consultant shall provide any and all other information and documentation required by the City to select the general contractor or the CM/GC contractor.

H.1.8- All Design Documents prepared by the Design Consultant shall be produced utilizing a City Approved AutoCAD Version, including all details, elevations, plans and sections. At the completion of the Project, but in any event, no later than sixty (60) days after substantial completion, the Design Consultant shall furnish the City with a complete set of CADD on CD ROM for the Project, in AutoCAD, including specifications.

H.2- Final Project Schedule:

The final project schedule will be part of the deliverables with the Construction Documents and Specifications for City approval.

H.3- Additional Provisions:

The 100% submittal will include all items required by the City, and a final detailed statement of probable construction cost and explanation of variance from budget in major categories, as well as a statement in letter format indicating that all review comments have been addressed and/or incorporated by the Design Consultant. The Design Consultant shall be ultimately responsible for all design work provided under this Agreement, and approval or acceptance by the City of the Design Consultant's work product shall not relieve the Design Consultant of responsibility for design deficiencies, errors or omissions.

H.3.1- Drawings for Contract and Construction Documents shall be made in 24"x36" or 30"x42" format, with border and title block to include the logo of the City and Denver Public Library. The City shall provide the Design Consultant with camera-ready or digital artwork. The Design Consultant shall make available for review and copying by the City the design data forming the basis for all drawings and specifications.

H.4- Construction Document Phase Cost Estimate:

The Design Consultant shall prepare, for submittal to and approval of the City and the Project Manager, a detailed statement of estimated Project construction costs entitled "Statement of Estimated Project Construction Costs – Construction Documents Phase" in the same format as the Design Development cost estimate. The Design Consultant shall also make revisions and/or corrections and prepare other documents where necessary, in order to bring the cost of the Work within the approved Construction Budget, as determined by the City.

Section I - Plan Review and Permits:

At various review and approval stages or phases of the design effort, the Design Consultant shall deliver to Public Works – Major Projects Office up to twelve (12) copies of all documentation that is needed to complete the plan review and/or approval by Public Works – Major Projects Office and the using agencies. Documentation required by other City agencies, such as the Building Inspection Division, and for sub consultants shall also be furnished by the Design Consultant and shall be in addition to the initial twelve copies. Following written approval of the construction documents by the Project Manager, the Design Consultant shall log the plans into the City and County of Denver's plan review department to start the permitting process. Following the plan review process by the Building Department, the Design Consultant shall incorporate any required changes/comments into the Construction Documents.

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Section J – Hard Bid and/or Request For Qualifications/Request For Proposal (RFQ/RFP) Phase:

J.1- RFQ/RFP Documents:

The Design Consultant shall produce complete bid documents and assist the City in the procurement of a general contractor if this delivery method is chosen. If otherwise the city decides to procure a CM/GC contractor, the Design Consultant shall use its best efforts to assist the City in obtaining a negotiated Guaranteed Max Price (GMP), from qualified contractors.

J.2- Warranty Requirements:

The Design Consultant shall advise the City and all applicable contractors, subcontractors and suppliers of the appropriate warranties and guarantees (both as to scope and duration) to be obtained from any contractor, subcontractor or supplier on the Project.

J.3- Modification to Construction Documents under a Hard Bid Delivery Method:

If the total of the qualified responsible proposals exceeds 110% of the Project Construction Cost Estimate, as set forth in Section above, the City may request that the Design Consultant make, and the Design Consultant promptly shall make as part of its Basic Services, without additional compensation or reimbursement therefore, such modifications in the Construction Documents as may be necessary to reduce the Cost of the Work to the amount of the Construction Budget. The City may then request new proposals for the entire Project. The Design Consultant shall, at no additional cost to the City, assist the City in reviewing any new proposals, and shall provide all technical and other assistance required in connection with such negotiations. The Design Consultant shall not reveal to any person the amount of any proposal unless authorized by the City in writing to do so.

K.4- Alternates and Substitutions:

The Design Consultant shall review and evaluate any and all proposers' alternates to and proposed substitutions from the Drawings and Specifications and make written recommendations to the City with regard to their acceptability and use in the Project.

Section K - Construction Administration:

The Design Consultant shall provide periodic construction observation during the course of the Construction Phase, shall review and approve all submittals, assist/respond to contractor request for information (RFI's), review change orders and assist/review change order pricing, attend weekly scheduled construction meetings, and perform other services as required by the City to complete the construction project, including the revision of drawings and the preparation of "record" drawings on 4 mil Mylar, as well as on compact disk (CD), compatible with an Auto Cad System, for delivery to the City.

K.1- Representative of the City:

The Design Consultant shall be a representative of the City during the Construction Phase, and shall advise and consult with the City, the Project Manager, and the Contractor. Instructions from the Design Consultant to the contractors shall be forwarded through the City Project Manager only, with copies of each such instruction transmitted to the City.

K.2- Special Testing and Inspections:

The Design Consultant shall determine and advise the City in writing of all special testing and inspections necessary or advisable during the Construction Phase to assure the implementation of the intent of the Construction Documents for which special consultants should be engaged at the City's or the Contractor's expense.

K.3- Separate Inspection Consultant(s):

The City shall have the right, in its sole discretion, to retain or employ one or more separate inspectors or materials testers to perform special inspections and testing, or to perform more in-

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depth regular inspection services regarding the progress and quality of the Work. The Design Consultant shall (i) consult with, advise, and make recommendations to the City in writing with regard to (a) the subject(s) and scope of inspection services for which such consultant(s) might be engaged; and (b) the stages and/or components of the Work that such consultant(s) might inspect; (ii) coordinate the Design Consultant's services with the inspection services of such consultant(s); (iii) evaluate the services of such consultant(s); and (iv) advise the City of such evaluations.

K.4- Access to Construction Work:

The Design Consultant and the City shall at all times have access to the Work wherever it is in preparation or progress. The Design Consultant shall use its best efforts to inspect all major structural elements and other significant and operational components of the Work before the same are covered or concealed by other components of the Work.

K.5- Review of Shop Drawings, Product Data and Samples:

The Design Consultant shall review in detail, and check to verify consistency with the respective Contract Documents, requests for information as set forth in Section 404 of the Orange Book, and respective Construction Documents, and either approve or require revision of, all the Contractor's and/or subcontractors' submittals such as shop drawings, product data and samples. Such review shall include requiring Contractor verification of (i) dimensions conformity with the design intent of the Construction Documents and (ii) general consistency with the Construction Documents and respective Contract Documents. All such action shall be taken with reasonable promptness so as to cause no delay, consistent with the Contractor's construction schedule and approved submittals, but in no event later than fifteen (15) days following such submittal. Action on all re-submittals shall be taken within ten (10) days.

K.5.1- In connection with the preparation of composite shop drawings by the Contractor in the structural, mechanical, plumbing, life safety and electrical trades, the Design Consultant shall review such shop drawings for conformance with the Final Construction Documents and assist in the resolution of all conflict in the work of the various trades as requested by the City or that may become apparent from the review of the composite shop drawings.

K.6- Permits:

The Design Consultant shall assist in the preparation of the application for the Building Permit for the Project. The Contractor shall make application for, and obtain, all other licenses and permits, temporary or permanent, governmental or otherwise, and any other agreements, necessary to commence and continue construction of the Project. The Design Consultant shall timely supply the City with a list of all permits required for completion of the Project.

Section L - Post Construction Phase:

L.1- Warranties, Guarantees, Manuals and Related Documents:

Within ninety (90) days from the date that the Design Consultant certifies that the Project or applicable component thereof is substantially complete, the Design Consultant shall: (a) review and forward to the City, for the City's review and approval, all written warranties, guarantees and related documents that have been submitted by the Contractor and any subcontractor(s), and verify that all such documents expressly specified by the respective Contract Documents and/or the Construction Documents have been submitted; (b) advise the City of the efficacy and completeness, and compliance with the respective Contract Documents and the Construction Documents, of such warranties and related documents in the Design Consultant's professional opinion; (c) review and furnish to the City complete instruction, operation and maintenance manuals for all wearing surfaces, all systems and all high-maintenance items that have been submitted by the Contractor or any subcontractor(s) and verify that all such documents expressly specified by the respective Contract Documents and/or Construction Documents have been submitted, and (d) following receipt from the Contractor, provide to the City or the Project

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Manager a complete list of subcontractors and principal vendors, including addresses telephone numbers, and names of individuals to contact who are familiar with the Work.

L.2- "As-Built" and Record Drawings:

The Design Consultant shall, within ninety (90) days from the date the Design Consultant certifies that the Project is substantially complete, deliver to the Project Manager Record Drawings and a conformed copy of the specifications showing all changes made during construction. Such Record Drawings shall incorporate the Design Consultant's observations, and shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" set of drawings prepared by the Contractor(s). These drawings, as well as an unstamped, reproducible Mylar set, shall be delivered to the Project Manager, together with all of the "Marked-up As Built" prints provided by the Contractor(s) from which they were obtained. A copy of the Record Drawings and conformed specification in CADD format shall be provided to the Manager. The unstamped reproducible and computer disks shall be transmitted to the City with a letter, stating that as of the date of such transmittal, the reproducible drawings and computer disk versions are identical to the Record Drawings except for such seals and stamping.

Precon Sched.fts

	Activity Name	Duration (Work Days)	Start Date	Finish Date	2011																	
					D	J	F	M	A	M	J	J	A	S	O							
1	Pre-Design	34.00	12/15/10	1/31/11																		
2	Existing Conditions	25.00	12/15/10	1/18/11																		
3	Notice To Proceed	0.00	12/15/10	12/15/10																		
4	verify site conditions / land deal	25.00	12/15/10	1/18/11																		
5	initiate site survey	15.00	12/15/10	1/4/11																		
6	initiate geotechnical study	25.00	12/15/10	1/18/11																		
7	Initiate In-Reach Program	15.00	12/15/10	1/4/11																		
8	DAG meeting (kick-off)	0.00	12/20/10	12/20/10																		
9	Surveys (if necessary)	14.00	12/20/10	1/6/11																		
10	Verify project goals	2.00	12/20/10	12/21/10																		
11	Experience Mapping	19.00 2.00	12/20/10	1/13/11 12/21/10																		
12	Guiding Principles / Project Requirements	2.00	12/20/10	12/21/10																		
13	DAG meeting (review progress)	0.00	1/10/11	1/10/11																		
14	Programming / Code Study	6.00	1/10/11	1/17/11																		
15	DAG meeting (review progress)	0.00	1/17/11	1/17/11																		
16	Space Planning	10.00	1/18/11	1/31/11																		
17	Budget Allocation	10.00	1/18/11	1/31/11																		
18	Complete PD Phase	0.00	1/31/11	1/31/11																		
19	Owner Review	5.00	2/1/11	2/7/11																		
20	Schematic Design	40.00	2/8/11	4/4/11																		
21	Sub-consultant Assessments	10.00	2/8/11	2/21/11																		
22	Schematic Design Studies...	40.00	2/8/11	4/4/11																		
32	Code Study																					
33	Perspectives / Modeling																					
34	Stakeholder Meetings	40.00	2/7/11	4/4/11																		
35	Charette :	0.00	2/7/11	2/7/11																		
36	Charette	10.00	2/8/11	2/21/11																		
37	Charette	10.00	2/22/11	3/7/11																		
38	Charette	10.00	3/8/11	3/21/11																		

	Activity Name	Duration (Work Days)	Start Date	Finish Date	2011													
					D	J	F	M	A	M	J	J	A	S	O			
39	Charette	10.00	3/22/11	4/4/11														
40	Plan Review	45.00	2/15/11	4/18/11														
41	Pre-Submittal Meeting	0.00	2/15/11	2/15/11														
42	First Submittal to DES / Wastewater / TEP	10.00	2/15/11	2/28/11														
43	DES Review	15.00	3/1/11	3/21/11														
44	submittal of 10 Booklets	0.00	4/4/11	4/4/11														
45	review comments	5.00	4/5/11	4/11/11														
46	submittal of response	5.00	4/12/11	4/18/11														
47	approval to proceed to DD	0.00	4/18/11	4/18/11														
48	Design Development	50.00	4/18/11	6/27/11														
49	Sub-consultant Kick-Off	0.00	4/18/11	4/18/11														
50	Design Development...	50.00	4/19/11	6/27/11														
60	Technical Specifications																	
61	LEED Analysis																	
62	Cost Estimating																	
63	Constructibility																	
64	Code Analysis																	
65	Perspectives / Modeling																	
66	Submit Design Booklet																	
67	Stakeholder Meetings...																	
73	Plan Review	80.00	3/22/11	7/11/11														
74	Second Submittal to DES / Wastewater / TEP	15.00	3/22/11	4/11/11														
75	DES Review	15.00	4/12/11	5/2/11														
76	Final Submittal to DES / Wastewater / TEP	20.00	5/3/11	5/30/11														
77	Final DES Review	10.00	5/31/11	6/13/11														
78	submittal of 10 Booklets	0.00	6/27/11	6/27/11														
79	review comments	5.00	6/28/11	7/4/11														
80	submittal of response	5.00	7/5/11	7/11/11														
81	approval to proceed to CD	0.00	7/11/11	7/11/11														

EXHIBIT B

FEE, REIMBURSABLE EXPENSES & HOURLY RATES

EXHIBIT B

WEST DENVER NEW BRANCH LIBRARY FEE TABULATION FORM				
SERVICE / DESCRIPTION	FEE & DETAILS			
	Consultant Name	Negotiated Fee (21OCT10)	Percentage of Total Fee (Negotiated)	M/WBE % (Negotiated)
Project Programming	studiotrope Design Collective	\$3,000.00	0.53%	
Site Planning	Mundus Bishop	included in Urban Des.	n/a	
Site Survey	Vigil Land Consultants	\$5,000.00	0.88%	0.88%
Geotechnical & Environmental Studies	Acura Engineering	\$3,000.00	0.53%	0.53%
Full Service Architectural Design	studiotrope Design Collective	\$256,000.00	45.11%	
Civil Engineering & Storm Water Management	San Engineering	\$19,500.00	3.44%	3.44%
Utilities Design & Coordination	San Engineering	\$7,000.00	1.23%	1.23%
Urban Design	Mundus Bishop	\$18,000.00	3.35%	3.35%
Landscape & Irrigation Design	Mundus Bishop	included in Urban Des.	n/a	
Traffic Studies (ADDED AS AN ALLOWANCE)	not required per Addendum No.	\$7,500.00	1.32%	
Structural Engineering	Studio NYL	\$26,000.00	4.58%	
Mechanical Engineering (Plumbing & HVAC, incl. coordination w/ LEED consultant)	BCER	\$46,500.00	8.19%	
Electrical Engineering	BCER	\$33,500.00	5.90%	
Lighting Design	BCER	included in Elec Eng	n/a	
Fire Alarm Design	BCER	included in Elec Eng	n/a	
Fire Suppression Design	BCER	included in Mech Eng	n/a	
Interior Design	studiotrope Design Collective	\$18,000.00	3.17%	
FF&E (including bidding & installation)	studiotrope Design Collective	\$16,000.00	2.82%	
Acoustical Engineering	K2 Audio	\$6,550.00	1.15%	
Signage/Wayfinding & Graphics Design (interior & exterior)	studiotrope Design Collective	\$6,500.00	1.15%	
Tele/Data, Security/Access Control & Audio/Visual Systems	Technology Plus	\$20,600.00	3.63%	
LEED Consultation	Ambient Energy	\$40,650.00	7.16%	7.16%
Energy & Daylighting	Ambient Energy	\$19,700.00	3.47%	3.47%
Cost Estimating	Cumming	\$13,500.00	2.38%	
Scheduling	studiotrope Design Collective	included in Full Arch	n/a	
Public Art Installation Coordination	studiotrope Design Collective	included in Full Arch	n/a	
Public Outreach & Meetings	studiotrope Design Collective	included in Full Arch	n/a	
BASE FEE		\$887,500.00	16.32%	20.68%
Reimbursable Expenses		\$29,600.00		N/A
Additional Services		\$50,000.00		N/A
Total Projected Construction Cost		\$5,500,000.00		
FEE NOTES / CLARIFICATIONS				

WEST DENVER NEW BRANCH LIBRARY

Professional Fee Summary by Phase

Design Team Member	Total Fee	Programming / Schematic Design	Design Development	Construction Documents	Bidding / Negotiation	Construction Administration
Mundus Bishop	\$19,000.00	\$4,750.00	\$4,750.00	\$5,700.00	\$380.00	\$3,420.00
Vigil Land Consultants	\$5,000.00	\$1,250.00	\$1,250.00	\$1,500.00	\$100.00	\$900.00
Acura Engineering	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
San Engineering	\$26,500.00	\$6,625.00	\$10,600.00	\$6,625.00	\$530.00	\$2,120.00
studiotrope Design Collective	\$299,500.00	\$74,875.00	\$74,875.00	\$89,850.00	\$5,990.00	\$53,910.00
BCER Engineering	\$80,000.00	\$20,000.00	\$20,000.00	\$24,000.00	\$1,600.00	\$14,400.00
K2 Audio	\$6,550.00	\$1,637.50	\$1,637.50	\$1,965.00	\$131.00	\$1,179.00
Technology Plus	\$20,600.00	\$5,150.00	\$5,150.00	\$6,180.00	\$412.00	\$3,708.00
Ambient Energy	\$60,350.00	\$15,087.50	\$15,087.50	\$18,105.00	\$1,207.00	\$10,863.00
Cumming	\$13,500.00	\$3,375.00	\$4,725.00	\$5,400.00	\$0.00	\$0.00
Traffic Study (TBD)	\$7,500.00	\$1,875.00	\$1,875.00	\$2,250.00	\$150.00	\$1,350.00
Studio NYL	\$26,000.00	\$6,500.00	\$6,500.00	\$7,800.00	\$520.00	\$4,680.00
Reimbursables Expenses	\$29,600.00	\$7,400.00	\$7,400.00	\$8,880.00	\$592.00	\$5,328.00
Additional Services	\$50,000.00					

REIMBURSABLE EXPENSES

WEST DENVER NEW BRANCH LIBRARY DENVER, COLORADO

Reimbursable expenses are in addition to compensation for the Design Consultant's services and include expenses incurred by the Design Consultant and Design Consultant's employees and Subconsultants directly related to the project. As a project funded by voter-approved, City of Denver issued bond dollars, all parties involved in the design of the West Denver New Branch Library are caretakers of those funds and responsible to spend Project dollars prudently. Acceptable reimbursable expenses include:

- 1) Subconsultant's Fees: The Design Consultant is to review all fee requests and reimbursables requests from Subconsultants prior to submitting to the PMT for payment. All Subconsultant fees and reimbursables will be billed at 1.0 times cost.
- 2) Overhead and Material Expenses: All model and other materials for working models, computer plots, blueprints, photocopies, film and photo processing, long distance telephone and cellular calls, delivery services and postage costs shall be paid by the Project according to the Unit Cost Schedule below, if applicable. All items whether included or not included in the Unit Cost Schedule shall be submitted with appropriate backup receipts or invoices to the PMT and billed at 1.0 times cost.
- 3) Artist or Computer Renderings/Presentation Models/Mock-Ups will be subject to the PMT's written approval. Design Consultant will prepare a proposal for services prior to commencement of work on these items. Labor and materials required for renderings, presentation models and mock-ups requested by the PMT will be a reimbursable expense.
- 4) Travel Expenses: Authorized out of town Project-related travel (transportation, hotel, meals). Other project related travel by taxi, car service or rental car, or parking will be charged as utilized. Travel Expenses described herein will be billed at 1.0 times cost. Reimbursement for travel (applicable to the project and authorized by the PMT) by personal automobile will be charged at the applicable IRS mileage reimbursement rate for business miles, at the time of travel.

In order to accurately calculate per-diem totals, all reimbursable expenses associated with a single travel itinerary will be submitted for reimbursement to the PMT at one time. Any travel-related reimbursable requests submitted after initial submission of the trip expenses will not be accepted for reimbursement. Additionally, Requests for reimbursement will be submitted within 60 days of the date of travel, or the date on the associated receipt or invoice.

Additional considerations for travel expenses:

- a. Lowest available airfare, car rental, and accommodations
 - i. All travel will be booked Economy Class, unless prior approval is granted by the PMT
- b. Per diem at \$75/day for travel meals
- c. Alcoholic beverages are NOT reimbursable by the Project
- d. Taxi/Car Service receipts must include the following:
 - i. Date of service
 - ii. Purpose of travel, if not immediately apparent
 - iii. Value of metered travel, tolls and gratuities
- e. Restaurant reimbursement requests must include the following:
 - i. Itemized receipt; credit card summary receipt or restaurant stubs will NOT be accepted
 - ii. List of all meal attendees
 - iii. Purpose of meal, if not travel-related

REIMBURSABLE EXPENSES

- f. Wherever possible, service contracts at reduced rates must be utilized for repetitive tasks or expenses (including hotel and car service)
- 5) Other Reimbursable Expenses: Any potential reimbursable expense not addressed in this document must have prior approval from the PMT before any costs can be incurred. Failure to get prior written approval from the PMT for potential reimbursable expenses may cause the request for reimbursement to be rejected.

Unit Cost Schedule

Description	Unit Cost	Unit	Anticipated Quantity	Total Cost
Photocopy or printout – B/W Letter	\$0.30	Ea.		\$3,000
Photocopy or printout – B/W Legal	\$0.35	Ea.		\$250
Photocopy or printout – B/W Ledger	\$0.60	Ea.		\$250
Photocopy or printout – Color Letter	\$0.50	Ea.		\$1,000
Photocopy or printout – Color Legal	\$0.60	Ea.		\$250
Photocopy or printout – Color Ledger	\$1.00	Ea.		\$250
Computer Plot Bond Paper	\$1.50	Ea.		\$1,000
Computer Plot Vellum	Cost + 10%			\$250
Blueprints	Cost + 10%			\$20,000
Personal Automobile Mileage	\$0.55	Mile		\$1,600
Laser Cutting	Cost + 10%			\$0
Phone Bills – Cellular	n/a			\$0
Phone Bills - Long Distance	n/a			\$0
Delivery Services	Cost + 10%			\$1,000
Postage	Cost + 10%			\$500
Modeling Materials	Cost + 10%			\$250

HOURLY RATES

WEST DENVER NEW BRANCH LIBRARY DENVER, COLORADO

Studios Design Collective:

Principal	\$125
Interior Designer	\$120
Project Manager	\$110
Graphic Designer	\$100
Project Architect/Project Coordinator	\$95
Project Team member level II	\$80
Project Team member level I	\$70
Administrative	\$45

Ambient Energy:

Principal	\$175
Team Leader	\$155
Project Manager	\$145
Sustainable Design Specialist II	\$115
Sustainable Design Specialist I	\$95
Senior Building Performance Engineer	\$140
Building Performance Engineer II	\$120
Building Performance Engineer I	\$100
Administrative Assistance	\$65

BCER Engineering:

Principal-In-Charge	\$180
Project Manager/Senior Engineer	\$125
Lead Mechanical	\$110
Lead Electrical	\$125
Mechanical Designer	\$90
Electrical Designer	\$80
Project Assistant	\$75

Studio NYL Structural Engineers:

Principal	\$130
Senior Engineer	\$105
Engineer	\$95
Engineer In Training	\$80
CAD Operator	\$70
Administration Assistant	\$55

K2 Audio:

Principal	\$165
Sr. Consultant	\$125
Consultant	\$110
Sr. Designer	\$85
Designer	\$75

Mundus Bishop:

Principle	\$145
Project Manager	\$110
Project Landscape Architect-2	\$95
Project Landscape Architect-1	\$90
Staff Landscape Architect-2	\$80
Staff Landscape Architect-1	\$70
Graphics Technician	\$60

Cumming Cost Consulting:

Director of Cost	\$185
Senior Mechanical and Electrical Cost Manager	\$165

HOURLY RATES

San Engineering:

Principal	\$112
Project Engineer	\$104
Draftsman	\$80

Acura Engineering, LLC:

Principal	\$120.00
Project Manager	\$80.00
Senior Engineer	\$70.00
Geologist	\$60.00

Technology Plus, Inc.:

Principal in Charge	\$130
Senior Engineer	\$125
Engineer	\$125
Project Manager	\$130
Technical Consultant	\$95
CAD Specialist	\$70
Administration	\$60

EXHIBIT C
KEY PERSONNEL

KEY PERSONNEL

WEST DENVER NEW BRANCH LIBRARY
DENVER, COLORADO**Studioscape Design Collective:**

Joseph Montalbano
 Brigitte Kerr
 TBD
 Heather Mourer
 Deva Montalbano
 Matt Edmonds
 William Furman, LEED-AP BD+C

Principal-In-Charge
 Project Manager
 Project Coordinator
 Interior Designer Director
 Graphic Design Principal
 BIM Management
 Sustainability

Ambient Energy:

Jennifer Burianek, LEED-AP BD+C

Project Manager

BCER Engineering:

Dave Robinson
 Paul Miskowicz
 Wendy Merchant
 John Lang
 Jerry Thibodeau
 Ellen Blaine
 Jone Smith

Principal-In-Charge
 Project Manager/Sr. Eng
 Lead Mechanical
 Lead Electrical
 Mechanical Designer
 Electrical Designer
 Project Assistant

Studio NYL Structural Engineers:

Julian Lineham, PE, SECB
 Christopher O'Hara, PE, SECB
 Ted Godfrey, PE, SECB
 Dan Nelson

Lead Principal
 QC/QA Principal
 Project Engineer
 CAD Technician

K2 Audio:

Deb Britton
 Ted Pyper

PIC/Principal
 Acoustics/Sr. Consultant

Mundus Bishop:

Patrick Mundus
 Kaidan Nguyen
 William Braasch

Principle
 Project Landscape Architect
 Graphics Technician

Cumming Cost Consulting:

Stefan Coca
 Rob Marcin
 Rick Winakur

Director of Cost
 Sr. Mechanical/Mechanical Cost Manager
 Sr. Electrical Cost Manager

San Engineering:

Eduardo San
 Thomas Mousel
 Jed Becker

Principal/Civil Engineering Manager
 Project Engineer
 Draftsman

Acura Engineering:

Peter Rupal
 Rick Fulton
 Dale Guillen
 Eric Pickerill

Principal
 Project Manager
 Senior Engineer
 Geologist

Technology Plus:

Scott Muller
 Jim Hulburt
 Howard Steele
 Gary Rueter

Project Manager/Principal-in-Charge
 Lead Design Consultant
 Senior Engineer Audiovisual Systems
 Security Engineer

EXHIBIT D

ACORD CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MS
STUDI-1

DATE (MM/DD/YYYY)
10/12/10

PRODUCER
Willis HRH-BRC.
dba Brown/Raynor Corporation
8200 E. Maplewood Ave., #100
Englewood CO 80111
Phone: 303-773-1373 Fax: 303-773-1685

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Studiotrope, LLC
2942 Welton Street
Denver CO 80205

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Pinnacle Assurance	41190
INSURER B:	Hartford Fire Ins. Company	19682
INSURER C:	Lloyd's of London	B2094
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	34SBAVR7867	09/03/10	09/03/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
B	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	34SBAVR7867	09/03/10	09/03/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	9212907	09/03/10	09/03/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 100000
						E.L. DISEASE - EA EMPLOYEE	\$ 100000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
C		Professional Liab DEDUCTIBLE \$5,000	PSTU01208	09/10/10	09/10/11	Per Claim	\$1,000,000
						Per Agg	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: West Denver New Library: The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to General Liability and Auto Liability.

CERTIFICATE HOLDER

CITY090

City & County of Denver
201 W. Colfax, Dept 611
Denver CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Matthew D. [Signature]



CERTIFICATE OF LIABILITY INSURANCE

OP ID JC

DATE (MM/DD/YYYY)

11/23/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stuckey Ins & Assoc Agencies 5343 N. 16th Street, Suite 110 Phoenix AZ 85016 Phone: 602-264-5533 Fax: 602-279-9336		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: ACURA-1																						
INSURED Acura Engineering of Colorado LLC 1500 W Hampdon Ave, Unit J & K Sheridan CO 80110-2036		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>THE HARTFORD</td> <td>22357</td> </tr> <tr> <td>INSURER B:</td> <td>Hudson Insurance</td> <td>25054</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	THE HARTFORD	22357	INSURER B:	Hudson Insurance	25054	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

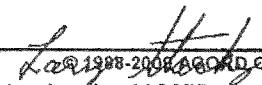
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			59SBAVP8569	04/01/10	04/01/11	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10000
	<input checked="" type="checkbox"/> Contractual Liab	X					PERSONAL & ADV INJURY	\$ 1000000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2000000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2000000
								\$
A	AUTOMOBILE LIABILITY			59SBAVP8569	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB			59SBAVP8569	04/01/10	04/01/11	EACH OCCURRENCE	\$ 9000000
	EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 9000000
	DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AEE72412-01	04/01/10	04/01/11	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Ins			AEE72412-01	04/01/10	04/01/11	Per Claim	2000000
							Aggregate	2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability- Claims made - Retro Date 08/01/1977
 The City and County of Denver, its elected and appointed officials, employees and volunteers and Studiotrope are named as additional insured with regards to the Commercial General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 W Colfax Dept 614 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition** is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation Common Policy Condition**:

7. Cancellation of Policies in Effect for 60 Days or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

) We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.