

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE DURRANT GROUP, INC.**, a Wisconsin corporation, whose address is 1125 17th Street, Suite 1500, Denver, Colorado 80202 (the “Design Consultant”).

RECITALS:

A. The City and the Design Consultant entered into an Agreement dated May 12, 2009, relating to professional architecture and engineering design services in support of the Denver Police Crime Lab (the “Agreement”); and

B. The City and the Design Consultant wish to amend the Agreement, to amend the scope and add additional funds;

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

1. All references to “...Exhibit A...” in the Existing Agreement shall be amended to read: “...Exhibit A and Exhibit A-1, as applicable...” The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is hereby incorporated by reference.

2. Paragraph 3.01 of the Agreement, entitled “**Fee for Basic Services**” is hereby deleted and replaced with:

“**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 Two Million Seven Hundred Thirty Thousand One Hundred Twenty-Two and No/100 Dollars (\$2,730,122.00), in accordance with the billing rates and project stated in Exhibit A and A-1. 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. Paragraph 3.03 of the Agreement, entitled “**Additional Services**”, is hereby deleted and replaced with:

“**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 Two Hundred Forty-Five Thousand and No/100 Dollars (\$245,000.00).”

4. Paragraph 3.05(a) of the Agreement, entitled “**Maximum Contract Amount**” is hereby deleted and replaced with:

“3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Three Million Ninety-Seven Thousand One Hundred Twenty-Two and No/100 Dollars (\$3,097,122.00) (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 Consultant beyond those specifically described in Exhibit A and A-1. Any Services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.”

5. Paragraph 5.29, entitled “**Electronic Signatures and Electronic Records**” is hereby added to the Agreement to read as follows:

“5.29 ELECTRONIC SIGNATURES AND ELECTRONIC

RECORDS: Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE83061

Vendor Name: DURRANT ARCHITECTS

By: 

Name: William A. Baker
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: CE83061

Vendor Name: DURRANT ARCHITECTS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

By _____



Exhibit A-1

ADDITIONAL SERVICES REQUEST NO.16R



DURRANT

April 22, 2011

1125 Seventeenth Street
Suite 1500
Denver CO 80202

T 303.377.2900
F 303.377.0621

www.durrant.com

Mr. Rafael Augusta
CITY & COUNTY OF DENVER
Capital Projects Management
201 West Colfax Avenue, Dept. 507
Denver, CO 80202

Project: Denver Police Crime Lab
Project Number: 09046.00
RE: XCEL Chiller Yard Vacate

Dear Rafael:

In accordance with our recent discussions with Kent Grissom, we are pleased to provide additional professional services as outlined below:

Architecture
Engineering
Planning
Project Delivery
Financing
Interior Design
Graphic Design

1. Chiller Yard Vacate: The City of Denver and Xcel have finished negotiations to vacate the existing CW Chiller Plant and Yard. The Denver Crime Lab would like a revision to the current design to convert it to raw shell with concrete slab, insulated walls, minimal convenience outlets, lighting and HVAC for storage type occupancy. The current design for superstructure steel and foundation are to remain. The current design will be reviewed that all utilities are stubbed for future office space, but will not design or specify the future equipment.
2. The Design Team will evaluate their respective discipline drawings for impact to currently permitted drawings. All team members will provide permit revision documents and facilitate the permit revision process.
3. Demolition drawings will be required. The LEED boundary and LEED credit impact will be reviewed. The exterior skin design will be re-evaluated and revised. HVAC, Plumbing, Electrical and Special Systems designs will be modified to delete add-on systems for a chiller plant. Architectural drawings and specifications will be scrubbed to identify references to add-on systems for a chiller plant. The Building Energy Model will need to be revised due to increased square footage. Landscaping will be modified for a new exterior skin application. Civil will remove existing water tap and re-design the previous curb cut access off 14th. Structural will remove any special detailing previously intended for XCEL use. The PBG documents will be modified and coordinated for final review and approval.

Denver, CO
Des Moines, IA
Dubuque, IA
Phoenix, AZ
Tucson, AZ

Gehring will analyze and determine appropriate environmental conditioning for storage occupancy (which means the minimal ventilation requirements and CO2 sensors), provide heating only to prevent freezing, revise the fire suppression system to a wet system, analyze for future sanitary loads, analyze for future RTU type, and

revisit LEED credits and documentation. *MNA* will remove details referencing demountable CMU sections, modify foundation along Grid 6, analyze for future RTU roof loads, coordinate for shaft penetrations, analyze 8/10" CMU in lieu of 10/12" CMU and analyze for future floor slab at 100'-0". *SA Miro* will denote removal of existing 2" water line, revise documents deleting XCEL street access, revise parking meter documentation and PBG revisions. *Mundus Bishop* will revise LEED documentation based upon the LEED construction boundary increasing in size and revise appropriate drawings. They will revise landscaping based upon exterior skin redesign, Golden Triangle input and deletion of XCEL street access. *Colorado Code* will evaluate future use scenarios and advise, and will review revised permit drawings and facilitate permit revision process.

Scanlon/Szynskic will revise lighting (both interior and exterior), provide power for tempered space equipment, provide (6) convenience outlets and will revise any appropriate LEED credit documentation and PBG revisions. *Walsh Sustainability* will evaluate impact on overall LEED design documentation, impact on the Greenprint program approval, and assist in energy model evaluation and its impact on LEED documentation. *AEC* will re-evaluate the building energy model due to the increase square footage of occupied space and re-evaluate the relative LEED credits. *Durrant* will provide space/use plan analysis, exterior skin design from grid line 6 east, Golden Triangle coordination, electronic backgrounds, revised Architectural site plan and 14th Street security barricades, PBG revisions, re-permit process and permit responses, scrub drawings and specifications for add-on references for a future chiller plant, construction administration, assist with meetings, submittals, RFI's and responses.

This work has not started, but we request to be released in a timely manner to stay ahead of the construction schedule and any GC demands for revised documents.

To accomplish the above-described professional services, we propose a fee of Fifty Two Thousand One Hundred Twenty-two and no/100 dollars (\$52,122.00). This fee is broken down as follows:

Gehring	\$5,250.00
MNA	\$5,040.00
SA Miro	\$3,400.00
Scanlon/Szynskic	\$2,340.00
Mundus Bishop (Allowance)	\$1,360.00
Colorado Code Consultants (Allowance)	\$1,000.00
Walsh Sustainability Group (Allowance)	\$5,000.00
Architectural Energy (Allowance)	\$8,100.00
Durrant	\$15,932.00
Sub Total:	\$47,422.00
Reimbursable Allowance	<u>4,700.00</u>
Total	\$52,122.00


If this proposal meets with your approval, kindly execute the following Acceptance and return one signed copy to Durrant. Should you have any questions, please do not hesitate to contact us.

If approved, these Additional Services will be itemized separately on your next invoice per your spreadsheet form.

ACCEPTANCE SIGNATURES

Durrant Group, Inc.

City & County of Denver

 Signature	
Steve Mulkey	
Name	Name
Project Manager	
Title	Title
May 17, 2011	
Date	Date

Attachments: Gehring proposal dated 05/16/11, MNA proposal dated 03/04/11, SA Miro proposal dated 04/04/11, Mundus Bishop proposal dated 03/04/11, Scanlon proposal dated 04/04/11, Walsh Sustainability proposal dated 02/22/11, Colorado Code proposal dated 02/27/11, AEC proposal dated 05/05/11

cc: Kent Grissom, PB Americas
 Bill Baker, Durrant
 Dana White, Durrant

May 16, 2011

EXHIBIT B

Gehring & Associates
5100 N Foothills Hwy.
Boulder, CO 80302
(303) 449-7266 Office
(303) 440-4439 Fax

DURRANT

3773 Cherry Creek North Drive | Suite 1000 | Denver, CO 80209
T: 303 377 2800 ext 21036 | F: 303 377 0521 | DD: 303 269 4056
www.durrant.com

RE: **POLICE CRIME LAB**
Project: GI8108_111
Contract Control Number: CE83061
Proposed Agreement for Additional Mechanical Engineering Support for Chiller plant conversion to garage space.

Dear Steve Mulkey,

Thank you for the opportunity to submit this proposed Agreement to you for performing mechanical engineering services for the above referenced project. We present the following services for your consideration:

SCOPE AND DESCRIPTION

The Architect, Durrant (hereinafter the "Client") and Gehring & Associates (hereinafter the "Consultant") have agreed to a list of services the Consultant will provide to the Client, set forth below. If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be labeled as Exhibit C, appended hereto. Additional Services are not included as part of the Scope of Services and, if ordered, shall be paid for by the Client in addition to payment for the services listed below. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for in the Section titled Additional Services, Compensation, or as agreed to in writing by the Client and the Consultant. All other services, including those recommended services found in the Exclusions clause, below, are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in this Agreement.

The project is a Denver Crime Lab located in Denver, Colorado. This Agreement is based on the drawings and specifications presented by Xcel. Consultant shall:

- Incorporate the demolition of chiller plant and ventilation shaft to be converted to heated shell with the ability to convert to future lab space. With the new reallocation of shaft space we will also develop more effective use of spaces for ductwork shaft areas. Create construction documents using current Revit files and specifications into current construction document set.
- heating only to prevent freezing, revise the fire suppression system to a wet-system, analyze for future sanitary loads, analyze for future RTU type, and revisit LEED credits and documentation. Provide minimal ventilation for storage.

EXCLUSIONS

In addition to the Scope of Services to be provided under this Agreement, the Consultant has offered and recommended to the Client certain other services that the Consultant deems necessary or advisable for the Project. The Client has declined to include such services in this Agreement and has decided to

obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement:

- o Analysis or design of acoustical work
- o Attendance at weekly project meetings during construction phase

In consideration of the risks to the Consultant as a result of the Client's decision to exclude these recommended services from this Agreement, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) from any damages, liabilities or costs arising out of or in any way connected with the Consultant's not providing these Excluded Services.

FEE PROPOSAL

Lump Sum Fee:
Mechanical - \$ 5250.00

ADDITIONAL SERVICES

For any additional services not included above, we will be compensated on a time basis at our prevailing hourly rate schedule. For example, change orders made in the field after final submittal. Additional fees are not to exceed \$10,000.00 unless expressly authorized by the Owner or Client.

Principal Engineer -	\$145.00 per hour
Associate Principal -	\$135.00 per hour
Project Manager -	\$125.00 per hour
Senior Engineer -	\$125.00 per hour
Engineer -	\$110.00 per hour
Engineer In Training-	\$95.00 per hour
Senior CAD -	\$75.00 per hour
CAD Drafter -	\$55.00 per hour

Reimbursables

Reimbursable expenses will be billed monthly at cost for the following: Long distance telephone calls; transportation as a result of meetings or to the site during construction phase; messenger service; express mail; printing costs (except for the normal exchange of plans during design).

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant, at its sole discretion, may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the City and County of Denver.

UNAUTHORIZED CHANGES

In the event the Client, the Client's contractors or subcontractors, or anyone acting as an agent for, or with the implied, apparent or actual authority of the Client, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results

ESTIMATE FOR XCEL abandonment CONSTRUCTION DOCUMENTS - 2011

PROJECT: DCL Garage-Lab- XCEL abandonment; DENVER, COLORADO

PROJECT NUMBER:

DATE: March 2, 2011

Ceiling Associates

PHASE CODE	DESCRIPTION	PRINCIPAL	PROJECT MANAGER	ENGINEER S	Engineer IT	CAD Drafter manager	ESTIMATED HOURS
	PHASE 2 - CONSTRUCTION DOCUMENTS AND BIDDING						
2.1	Document Preparation (code, tech design, LEED, etc)	8	4	0	0	0	18
2.3	Issued For Bid Document Preparation (includes Memo Revisions)	4	4	0	0	0	16
2.11	100% Construction Documents Building Dept. Review (Submittal)	2	0	0	0	0	4
2.12		1	0	0	0	0	4
	Phase 2 Sub-Total Hours	15	8	0	0	0	42
	Phase 2 Sub-Total Billing Cost	\$2,175.00	\$1,000.00	\$0.00	\$1,805.00	\$0.00	\$4,980
	PHASE 3 - CONSTRUCTION ADMINISTRATION April 1 - November 1, 2011						
3.6	Shop Submittals	1	1	0	0	0	2
3.8	Correspondence	0	0	0	0	0	0
3.9	Job Site Inspections	0	0	0	0	0	0
	Phase 3 Sub-Total Hours	1	1	0	0	0	2
	Phase 3 Sub-Total Billing Cost	\$145.00	\$0.00	\$125.00	\$0.00	\$0.00	\$270.00
	PHASE 4 - RESIDENT SERVICES - FULL TIME 3 Years (Construction Monitoring)						
	Phase 4 Sub-Total Hours	0	0	0	0	0	0
	Phase 4 Sub-Total Billing Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Hours	16	8	1	19	0	44

Billing Rate /hour - Pre-Design and Construction Document Preparation	\$145.00	\$1,225.00	\$65.00	\$55.00
Sub-Total Billing Cost	\$2,320.00	\$1,000.00	\$1,965.00	\$5,250
EXPENSES				
TOTAL				\$5,250



4521 E. Virginia Ave
 Suite 200
 Denver, CO 80246

T: 303.377.6601
 F: 303.377.6656

March 4, 2011

Mr. William A. Baker, AIA
 Managing Principal
 The Durrant Group, Inc.
 1125 Seventeenth Street, Suite 1500
 Denver, CO 80202

**Denver Crime Lab: Additional Structural Engineering Work Proposal
 Vacation of Chiller Plant**

Dean Bill:

Please accept this letter as *MNA, Inc.*'s, change order request for updating the design and documents to incorporate changes to the structural drawings for the vacation of the Chiller Plant into raw, unfinished space. Work items to be done include:


- Meetings
- Coordination of shaft opening
- Coordinating of future RTU support framing
- Foundations analysis of future floor slab at elevation 100'-0'
- Dropping pilasters below new garage floor slab

The proposed fee increase and estimate of hours is as follows:

Structural Project Manager:	24 hours at \$125/hour=	\$3000.00
Engineer in Training	24 hours at \$85/hour=	\$2040.00
Task Total		\$5040.00

We have like notice to proceed and acknowledgement in writing that we are to proceed and will be compensated for this work.

Sincerely,
MNA, Inc.


 Dennis L. Thompson, AIA
 Principal

CC: Brian Panning, Naim Nassar, Steve Mulkey

Task	SPE	RATE	EIT	RATE		
Per 3/4/11 Add Service Letter						
Attend 3 meetings (1 already attended)		6				
Coordination of blockouts and doors						
Design		2				
CAD				4		
Quality Control/Coordination		1				
Distribution				0.5		
Coordination of Shaft Opening						
Design		2				
CAD				4		
Quality Control/Coordination		0.5				
Distribution				0.5		
Coordinate Future RTU Support Framing						
Design		4				
CAD				5		
Quality Control/Coordination		1				
Distribution				0.5		
Foundation Analysis of Future Floor Slab						
Design		4				
CAD				5		
Quality Control/Coordination		1				
Distribution				0.5		
Dropping Pilasters Below New Slab						
Design		2				
CAD				3.5		
Quality Control/Coordination		0.5				
Distribution				0.5		
	24	\$125	24	\$85		
		\$3,000		\$2,040	\$5,040	

ADDITIONAL SERVICES AUTHORIZATION

March 8, 2011
Revised April 4, 2011



Denver
Summit County
Abu Dhabi

Civil
Structural
Integrated Services

Durrant
1125 Seventeenth, Suite 1500
Denver, CO 80202

S. A. Miro, Inc. Job No: 08134
Additional Services No. 5
Project Title: Denver Crime Lab
Revise TEP for Chiller
Exclusion

Attention: Steve Mulkey

PROJECT DATA/ADDITIONAL SERVICES:

Description of Additional Services Requested:

In addition to the base services for the Denver Crime Lab (DCL), provide civil engineering services to revise the approved DCL Transportation Engineering Plan (TEP). The revision to the approved TEP will eliminate access to the DCL chiller located at the northeast corner of the building. The following items are included in this scope of work:

- Revise the TEP
 - Remove drive cut for chiller
 - Revise grading for the new drive cut
 - Revise parallel parking adjacent to DCL along 14th Ave.
- Meetings and Coordination with team
- Address one set of City comments
- Associated Construction Administration

SCHEDULE:

Additional Services Requested By:	Steve Mulkey
Date Requested:	1/12/2011
Estimated Completion Date and/or Schedule for Additional Services:	6/2011

FEE / BASIS FOR PAYMENT:

Fee to provide Additional Services:	\$3,400.00
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AUTHORIZATION:

Terms and Conditions:

It is understood that S. A. Miro is providing these services at your request, and that you are pursuing authorization from the project Owner. *Please notify us immediately if you expect difficulty in obtaining additional fees for these services.* All terms and conditions of the original contract remain the same. Please return one executed copy of the authorization for our files.

In witness whereof, the individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

By: 
David W. Lewis, P.E.

Authorized By: _____

Title: _____

Printed Name: _____

Date: _____

Title: President
011gfr (Revised) excelsior 08134 garage TEP.r1 (g)

Scanlon



Szynskie

April 4, 2011

Steve Mulkey
DURRANT
1125 Seventeenth Street Suite 1500
Denver, CO 80202

RE: Denver Crime Lab Xcel Chiller Plant Vacate
Electrical Engineering Revised Proposal

Dear Steve:

The Scanlon Szynskie Group, Inc., hereinafter known as the Engineer, is pleased to submit to DURRANT, hereinafter known as the Client, the following proposal for electrical engineering design services based on the information provided by you in your revised meeting minutes and email dated April 4, 2011.

PROJECT DESCRIPTION

This project consists of designing electrical and lighting changes for the area being vacated. Our scope of services includes:

- revise lighting due to increased area from removal of chiller equipment to provide minimally required lighting for a core and shall type space, and egress lighting for one door to stair A
- determine the optimal size of conduits required from the building to this space to accommodate either future build out as office space or lab space
- add power for mechanical equipment additions (cabinet unit heaters only) for this scope of work
- revise fire alarm design intent and communicate those changes to the fire alarm subcontractor as a result of this scope of work
- analyze and recommend appropriate change (if any) of in-slab floor boxes versus poke-through floor boxes from the space above
- revise applicable LEED credit templates as a result of this scope addition

ENGINEER'S FEE

Our fee proposal is \$2,340.00, including permit drawings and specifications. A site survey will not be required since the information needed is contained in the information we received. Any reimbursable costs will be billed separately.

If this agreement is satisfactory, please acknowledge receipt and agreement of this add service proposal by signing below, and returning the signed copy for our files.

Thank you for the opportunity to submit this proposal. If you have any questions or comments regarding its content, please call.

Sincerely,



Sandra Scanlon, P.E., LEED AP
Scanlon Szynskie Group, Inc.

Approved and accepted this _____ day of _____, 2011, by:

Name: _____

Title: _____

MUNDUS BISHOP

M E M O R A N D U M

DATE: March 5, 2011
TO: Steve Mulkey - Durrant
FROM: Patrick Mundus

PROJECT: Denver Crime Lab

RE: Additional Services Related to Chiller Relocation

Steve: the following is a request for additional fees for drawing adjustments and LEED recalculations related to the relocation of the Xcel chiller.

1. Update LEED calculations and graphics
4 hours KN @ \$ 90.00/hour = \$ 360.00
2 hours Irrigation @ \$ 80.00/hour = \$ 160.00
TOTAL \$ 520.00

2. Warm Shell
Revise landscape and irrigation plans to incorporated building and site changes
6 hours KN @ \$ 90.00/hour = \$ 540.00
3 hours Irrigation @ \$ 80.00/hour = \$ 240.00
TOTAL \$ 780.00

TOTAL \$ 1,300.00

Thank you,

PM

cc: file



Colorado Code Consulting, L.L.C.

Main Office
4610 S Ulster Street
Suite 150
Denver, CO 80237
(303) 400-6564
Fax: (303) 693-0630

Northern Office
811 Fourth Street
Berthoud, CO 80513
(303) 895-9988
Fax: (970) 532-2789

Mountain Office
152 Larson Lane
PO Box 1261
Frisco, CO 80443
(303) 591-9258
Fax: (970) 668-0862

February 27, 2011

Mr. Steve Mulkey
Durrant Architects
1125 Seventeenth Street
Suite 1500
Denver, CO. 80202

Re: Proposal for Code Consulting Services
Denver Crime Lab - Chiller Plant Vacate

Dear Mr. Mulkey:

Colorado Code Consulting, LLC is highly qualified in the areas of building department administration, plan review and inspections. We are pleased to submit this formal proposal to provide code consulting services for Durrant. We believe that the code should be used to its fullest; and will provide direction regarding the applicable codes used in the review or design of a building ensuring each structure is in compliance with adopted codes.

The staff of Colorado Code Consulting, LLC is highly qualified in the areas of building department administration, plan review and inspections possessing more than 100 combined years of experience in construction code compliance and enforcement. Our staff are experts in their fields and can address most any type of issue that arises. If your firm needs assistance with understanding, interpreting or complying with code, Colorado Code Consulting can help.

With three offices located in The Denver Tech Center, Berthoud, and Frisco, we are nearby to provide immediate support as we have for building departments throughout Colorado. Steve Thomas, in our Denver office, will be your main consultant responsible for completing the work outlined in the scope of services.

Scope of Services

Preliminary Review

- Review the schematic design drawings for major code issues.
- Provide a preliminary code review report, based on the preliminary design drawings, of all aspects of the project for conformance with the building/accessibility
- Provide a code analysis based on the schematic design documentation.
- Answer questions and provide guidance regarding the codes as they apply to the design.

Proposed Fee Structure

Those services outlined above will be provided at a proposed fee(s) as shown below. The fees will be due upon receipt of the invoice.

Service	Proposed Fee
Preliminary Review	Estimated 8 hours @ \$125.00 \$1,000
Additional services may be provided upon your request and will be invoiced on an hourly basis.	\$125 Per Hour (Billed at ½ hr. Increments)

I appreciate your serious consideration of this proposal. If the Scope of Services and Proposed Fee Structure prove acceptable, please indicate which service(s) you would like and sign the agreement below, retain the original for your files and return a copy to me. We look forward to the opportunity to provide our expert services to your firm.

Sincerely,



Stephen L. Thomas, CBO
President

ACCEPTED AND AGREED

By: _____ Date: _____

Print Name: _____



Walsh
Sustainability
Group

February 22, 2011

Steve Mulkey
Durrant
1125 Seventeenth Street Suite 1500
Denver, CO 80202

Re: Xcel Energy Chiller Plant Vacate
Denver Police Crime Lab Project

Dear Steve,

We have prepared a list of LEED impacts to the Denver Police Crime Lab project as a result of the Xcel Energy Chiller Plant being removed. A proposal for Additional Services follows this list.

Key Points:

- Evaluate impact of chiller plant vacate on the overall LEED project
- Evaluate impact on the currently completed LEED Design documentation and calculations
- Evaluate any impact on the Greenprint Denver program or our approved application
- Track and manage changes to completion
- Appropriate naming of new shell space on plans for LEED impacts (e.g. specialty unit storage vs. garage)
- Determine whether shell space must be modeled as conditioned or semi-conditioned space in the building energy model

Specifics:

- Demolition scope: include LEED/Greenprint landfill diversion requirements
- LEED Project Boundary: Determine new LEED boundary (disrupted plaza in or out of LEED boundary?)
- OPR (Owner's Project Requirements): Design team to update changes
- BOD (Basis of Design): Design team to update changes
- FTE: No change anticipated at this time
- CxA: Commissioning Authority to review updated design plans, OPR, & BOD
- LEED Online Project Summary: revise with new site area, schedule, etc.

2241 17th St. Suite C Boulder, CO 80302
303.444.8114

Valerie@WalshSustainable.com
www.WalshSustainable.com

Potential LEED Credits Impacted:

Note: this list will be assigned by discipline following proposal acceptance

SUSTAINABLE SITES CATEGORY

SSc4.3 Low-Emitting & Fuel Efficient Vehicles

- If shell space is deemed 'garage' this credit requires major revision

SSc4.4 Parking Capacity

- If shell space is deemed 'garage' this credit requires major revision

SSc5.2 Site Development – Open Space

- Recalculate open space for compliance if LEED Boundary is changed. New plaza area could jeopardize achieving this credit.

SSc7.1 Heat-Island Effect – Non-Roof

- Areas must be recalculated for compliance if LEED project boundary is changed. New plaza area could jeopardize achieving this credit.

SSc8 Light Pollution Reduction

- All changes to exterior lighting must be compliant and recalculated

WATER EFFICIENCY CATEGORY

WEc1.1 Water Efficient Landscaping

- Vegetation types and areas must be recalculated if changes are made to the existing plan.

WEc3 Water Use Reduction

- If the FTE for the building is changed or plumbing added for lavs etc now, this credit will need to be recalculated.

ENERGY & ATMOSPHERE CATEGORY

EAp1 Fundamental Commissioning of the Building Energy Systems

EAc3 Enhanced Commissioning

- Design team to update design plans for all changes, OPR and BOD. CxA to review revised plans, OPR, and BOD.

EAp2 Minimum Energy Performance

EAc1 Enhanced Energy Performance

- Determine whether shell space must be modeled as conditioned or semi-conditioned space and included in the building energy model. This has potential impacts to current energy points achieved.

EAp3 Fundamental Refrigerant Management

- Evaluate this prerequisite for any changes necessary to current documentation regarding the removal of the chiller plant and its refrigerant

MATERIALS & RESOURCES CATEGORY

MRc3 Construction Waste Management (CWM)

- New demo scope for chiller plant removal must comply with landfill diversion requirements. Revise CWM Plan to include new scope, if necessary. Evaluate diversion rates prior to execution for impact on credit threshold achievement.

INDOOR ENVIRONMENTAL QUALITY CATEGORY

IEQp1 Minimum IAQ Performance

- Confirm that LEED IAQ standards are met for new shell space

IEQc1 Outdoor Air Delivery Monitoring

- Confirm that LEED requirements are still met

IEQc2 Increased Ventilation

- Confirm that LEED requirements are still met

IEQc6.1 Controllability of Systems – Lighting

- Evaluate new shell area for compliance

IEQc8.2 Views

- Evaluate if new shell space is considered 'regularly occupied' space. Recalculate if necessary.

INNOVATION IN DESIGN CATEGORY

IDc1.4 Reduced Mercury Lamps

- Recalculate mercury in lamps based upon lighting changes for new shell

ADDITIONAL SERVICES AGREEMENT

This Agreement is made by and between Valerie Walsh, Walsh Sustainability Group LLC, hereinafter referred to as "Consultant", at 2241 17th St. Suite C, Boulder, CO 80302 and Durrant, at 1125 Seventeenth St. Suite 1500, Denver, CO 80202, referred to as "Architect".

Scope of Services

Walsh Sustainability Group proposes to evaluate and manage the LEED impacts of the Xcel Energy Chiller Plant removal, in conjunction with the project design and construction team.

Payment Provisions:

- A. Services will be billed out on a Time and Materials basis.
- B. Services are billed out at the following rates:

Valerie Walsh, Managing Principal	\$150 per hour
Project Manager	\$125 per hour
Intern	\$ 75 per hour
Administrative Assistant	\$ 50 per hour
- C. The estimated cost for Additional Services for LEED consulting services is approximately \$5,000, plus local travel and parking expenses, if any. This figure could vary depending upon the redesign process and number of versions required to recalculate LEED documentation.
- D. Consultant will submit a monthly statement for services to Architect.
- E. Architect shall pay the Consultant for the current statement within 45 days of receipt by electronic mail. A hard copy will follow in the US mail. After 45 days, late payment charges shall accrue on the unpaid balance due on the statement to the Consultant at the rate of 1-1/2% per month. All work will discontinue when Consultant's statement remains unpaid after 60 days following receipt but may be resumed following payment.

Dispute Resolution:

- A. Any unresolved disputes shall be resolved through mediation. In the event that mediation is unsuccessful after three sessions or at the mutual agreement of both parties, parties shall seek binding arbitration. The cost of mediation shall be shared equally between parties.

The parties have executed this Agreement for Additional Services as of the date of signature below.

By: _____ Date:
Steve Mulkey, Durrant

By: _____ Date:

Valerie Walsh,
Walsh Sustainability Group, LLC



BOULDER • NASHVILLE • SAN FRANCISCO
KANSAS CITY • SPRINGFIELD, MO • FAIRFAX, VA
2540 Frontier Avenue, Suite 100 • Boulder, Colorado 80301 • 303.444.4149

May 5, 2011

Steve Mulkey, Associate
Durrant
1125 17th Street, Suite 1500
Denver, CO 80202
smulkey@durrant.com

re: Revised Add Scope for Denver Crime Lab

Dear Steve,

Thank you for the opportunity to propose scope of professional services that expands upon Architectural Energy Corporation's previous work for Durrant. This letter provides our revised proposed activities, deliverables, fee, and schedule for the additional scope based on our conference call on May 4th, 2011.

Activities

1. Proposed and Baseline Energy Model Updates (Cold Shell Option)
 - Obtain all information — both construction information from team (current design drawings, typical specifications, sizing calculations, etc.) and operating information from owner (schedules of occupancy and usage, setpoints, etc.) for the additional 5000 sq.ft. space being added to the project. This information is required to undertake the updates to the current energy model.
 - Update the current 'Proposed' energy model to include the 5000 sq.ft. addition – building envelope, lighting, space conditioning etc.
 - Update the 'ASHRAE Baseline' energy model to include the 5000 sq.ft. addition – building envelope, lighting, space conditioning etc.
 - Update any other building envelope, lighting, exterior lighting affected due to the new addition in both the Baseline and Proposed energy models.
 - Update the Proposed glazing for the pre-function areas as per the new specifications.
 - Run the updated Proposed and Baseline energy models and document the results.
 - Update the LEED EAc1 Template and supporting documentation and upload to LEED Online
2. LEED Review: Response to GBCI comments
 - If additional modeling is required, above and beyond the regular GBCI comments, AEC may require an additional fee which can then be billed as Time & Material NTE upon evaluation of the comments and approval from Durrant and the City of Denver.

Deliverables

- Updated Baseline and Proposed energy model simulation results
- Updated LEED EAc1 Template and supporting documentation

Schedule

AEC will develop the schedule in conjunction with the Durrant project manager.

Fee

Architectural Energy Corporation is proposing to contract on a fixed-price basis, and will invoice on percent complete. This proposal is valid for a period of sixty (60) days from the date that appears on the cover of this proposal and is conditioned upon mutually acceptable terms and conditions.

	Hours	Rate	Total
Proposed and Baseline Energy Model Updates			
Project Manager	8	\$ 130.00	\$ 1,040.00
Senior Engineer	40	\$ 140.00	\$ 5,600.00
Kick-off Meeting			
Project Manager	5	\$ 130.00	\$ 650.00
Meeting - Discuss updated results			
Project Manager	3	\$ 130.00	\$ 390.00
Senior Engineer	3	\$ 140.00	\$ 420.00
Total Fee (Additional Scope)			\$ 8,100.00

Key Personnel

AEC has assigned the personnel referenced in this proposal based on availability and experience on similar projects. We have taken considerable time to propose a team that will provide strong technical and business experience that is dedicated to your needs. In the event that a named resource becomes unavailable, we will notify you at the earliest possible convenience. Any replacement personnel will have similar or greater education and experience to that of original personnel.

■ Nikhil K. Kapur, CEM, LEED AP

Project Manager

■ Fred Porter, LEED AP

Senior Engineer

In summary, we greatly appreciate the opportunity to be considered for this project and are confident in our ability to meet your requirements. If you require further information or clarification concerning our proposal, please contact me (303.459.7472 or nkapur@archenergy.com).

Best regards,



Nikhil Kapur, CEM, LEED AP
 Studio Director | Sustainable Building Services
 Architectural Energy Corporation
 Boulder, Colorado

Revised: May 04, 2011

Enclosures

CC: Molly Halsey, Lissa Forbes, Adrian Wisniewski
 A11053

A/E DESIGN CHANGE ORDER REQUEST

PROJECT:	Denver Crime Lab	DATE:	4/18/2011
TO:	Kent Grissom	A/E JOB #:	9046
FROM:	Steve Mulkey	DCO #	16R

BRIEF DESCRIPTION OF CHANGE: The City of Denver and Xcel have finished negotiations to vacate the existing CW Chiller Plant and Yard. The Denver Crime Lab would like design scenarios for possible uses of said space, including but not limited to raw shell space, police equipment storage and future Lab/office space. Durrant will provide space/use plan analysis, exterior skin design from grid line 6 east, Golden Triangle coordination, electronic backgrounds, revised Architectural site plan, PBG revisions, re-permit process, scrub drawings and specifications for add-on references for a future chiller plant, construction administration-assist with meetings, submittals, RFI's and responses.

A. Additional Services Performed By Undersigned's Office:

Principal :	Bill Baker	2 hrs. @	\$216.00	\$432.00
Project Architect:	Steve Mulkey	40 hrs. @	\$165.00	\$6,600.00
Job Captain:	Rob Ekstrom	32 hrs. @	\$160.00	\$5,120.00
Project Design	Evan Sockalosky	20 hrs. @	\$160.00	\$3,200.00
Security	Richard Fairbourn	2 hrs. @	\$165.00	\$330.00
Communication	Brad Black	2 hrs. @	\$125.00	\$250.00
Subtotal Additional Services by Undersigned's Office:				\$15,932.00

Submitted By:

Steve Mulkey, Project Architect

The Durrant Group, Inc.

4/18/2011