

ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT

[Boettcher Concert Hall Renovation Project]

THIS ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT (the “Agreement”) is entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **SEMPLE BROWN DESIGN, P.C.**, (the “Design Consultant” or “Consultant”), a Colorado corporation, whose address is 1160 Santa Fe Drive, Denver, Colorado 80204 (the Design Consultant and the City are sometimes referred to herein collectively as the “Parties” or each individually as a “Party”).

RECITALS:

1. The City, through its Department of Transportation and Infrastructure (“DOTI”), seeks “readily available” professional architectural and engineering design services and related technical services to support the Boettcher Concert Hall Renovation Project at 1000 14th Street, Denver, Colorado 80202 (the “Project”).

2. The Design Consultant represents that its members include a duly-licensed architect and a duly-licensed professional engineer in the State of Colorado, and that the Design Consultant has the present capacity and is experienced and qualified to perform such professional architecture and engineering services for the City in connection with the planning, design and construction of the Project, as specified in this Agreement.

3. In response to the City’s Request for Qualifications, dated August 1, 2023 (the “RFQ”), the Design Consultant has provided a responsive submittal, dated November 16, 2023 (the “Submittal”) for such services to the City. The Design Consultant and the City have negotiated a Scope of Services for such professional services, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

SECTION 1 – ENGAGEMENT

1.01 Engagement. The City engages the Design Consultant to furnish professional architectural and engineering 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 Incorporation. The Parties each hereby acknowledge the accuracy of the Recitals set forth above and incorporate the same into the operative provisions of this Agreement.

1.03 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in his or her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve 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 Director's

approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

1.04 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.

1.05 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 Denver Revised Municipal Code ("DRMC").

SECTION 2 – DESIGN CONSULTANT'S SERVICES

2.01 General. The Design Consultant shall provide professional architectural and engineering 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 element of the 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 element of the Project.

- (f) The Design Consultant shall prepare the plans, specifications and other materials 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 Transportation and Infrastructure. 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 Director 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 has been provided to the Design Consultant.

- (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 the Project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with user agencies and other coordination activities as 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 aspect of the 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 B** 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 **Exhibit B**. 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 work 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 Director 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 Director, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Director 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 Director considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Director 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 Director'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 any aspect of the 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 Director 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 Director before they are assigned to a specific element of the Project.
- (k) The Director shall respond to the Design Consultant's written notice regarding replacement of key professional personnel within fifteen (15) days after the Director receives the list of changes. If the Director 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 work 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 element of the 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 element of the 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 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.
- (b) 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 to 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.
- (c) 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 Liability 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.

- (d) 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 the Project or if the Design Consultant shall observe the presence of asbestos or hazardous waste material on the Project site during its performance of services under this Agreement, the Design Consultant shall notify the City in writing immediately.

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 §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **twenty-two percent (22%)**.
- (b) Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:
 - (1) If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-63(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - (2) If contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, 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 of the change by the City.
 - (3) If amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such or contract modification shall be promptly submitted to DSBO for notification purposes.
 - (4) Those amendments or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the

requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's/subconsultant's invoice.
- (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may 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 **TWO MILLION FIFTEEN THOUSAND NINE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$2,015,970.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and 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 Director 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 A** 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 **THIRTY-TWO THOUSAND SIX HUNDRED TEN DOLLARS AND NO CENTS (\$32,610.00)** unless an additional amount is approved by the Director 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 **THREE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$332,600.00)**.

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 Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. 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 **TWO MILLION THREE HUNDRED EIGHT-ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$2,381,180.00)** (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.

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence on **May 1, 2024**, and expire on **April 30, 2027**, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her sole discretion, to extend the term of this Agreement by written agreement signed by the Director and the Design Consultant.

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 Director.
- (b) The Director may terminate this Agreement for cause at any time if the Design Consultant's services become unsatisfactory, in the sole discretion of the Director. 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 the 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 Director, 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. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all time comply with D.R.M.C. 20-276.

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 the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

5.07 Insurance.

- (a) **General Conditions:** Consultant 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. Consultant 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 requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant 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 Consultant. The Consultant 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:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, 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 Consultant’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, Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required), Consultant and subconsultant’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (d) **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Consultant’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 Consultant. Consultant shall include all such subconsultants 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. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- (f) **Workers' Compensation/Employer's Liability Insurance:** Consultant 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. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant'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 Consultant executes this Agreement.
- (g) **Commercial General Liability:** Consultant 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:** Consultant 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.
- (i) **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.
- (j) **Additional Provisions:**
- (1) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); 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) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

5.08 Defense and Indemnification.

- (a) To the fullest extent permitted by law, the Consultant 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 attributable to the negligence or fault of the Consultant or the 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) Consultant’s duty to defend and indemnify may be determined after Consultant’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. Consultant’s duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.
- (c) 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 Consultant under the terms of this indemnification obligation. The 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 items, which are incorporated herein and made a part hereof by reference:

- Exhibit A Scope of Work
- Exhibit B Key Personnel/Rates
- Exhibit C ACORD Certificate of Insurance
- The RFQ

The Submittal

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and the listed items, 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:

- Sections 1 through 5
- Exhibit A
- Exhibit B
- Exhibit C
- The RFQ
- The Submittal

5.11 When Rights and Remedies Not Waived. In no event shall any payment or other actions by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Design Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. 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 applicable federal law, the laws of the State of Colorado, the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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 City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 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 is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Design Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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 its 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 contract personnel being barred from City facilities and from participating in City operations.

5.19 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)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

5.20 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.

5.21 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."

5.22 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 Director, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Director 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.

5.23 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.

5.24 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: Executive Director, Department of
Transportation and Infrastructure or Designee
201 W. Colfax Avenue, Suite 608
Denver, Colorado 80202

With a copy of any such notice
to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

to the Design Consultant: Semple Brown Design, P.C.
1160 Santa Fe Drive
Denver, Colorado 80204

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

5.25 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, invalid, unenforceable 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.

5.26 Agreement as Complete Integration-Amendments. This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion or other modification has any force or effect, unless embodied herein in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or at variance with any written amendment to the Agreement will have any force or effect or bind the City. 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.

5.27 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 under the Agreement, 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.

5.28 Status of Consultant. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor

any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

5.29 No Authority to Bind City to Contracts. The 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 Denver Revised Municipal Code.

5.30 Compliance with all Laws. Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

5.31 No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

5.32 Intellectual Property Rights. The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

5.33 City Execution of Agreement. This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5.34 Compliance With Denver Wage Laws: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

Contract Control Number: DOTI-202473441-00
Contractor Name: SEMPLE BROWN DESIGN, P.C.

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:

Attorney for the City and County of Denver

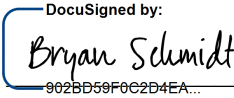
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202473441-00
SEMPLE BROWN DESIGN, P.C.

By:  902BD59F0G2D4EA...

Name: Bryan Schmidt
(please print)

Title: president
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK



ARCHITECTS AND DESIGNERS

**PROJECT: Boettcher Concert Hall Renovation Architectural and Engineering Services
202369047**

11 January 2024

SCOPE OF SERVICES

Based on the scope and schedule provided by DOTI and Arts and Venues, we understand that generally, the renovation will address major systems and finishes that are beyond their useful life.

The primary focus of Boettcher Concert Hall Renovation Project includes renovation of the existing building to upgrade HVAC systems, upgrade fire and other life safety building system upgrades, new interior finishes, data and technology upgrades. This project will include exterior work on the roofing and associated accessories. Construction is currently anticipated in a single phase with construction delivery method to be Construction Manager/General Contractor (CM/GC).

This scope of work and proposal follows the previously completed Facility Condition Assessment and budgeting process conducted by DOTI and AVD. The scope of work below is based on the priorities expressed in the attached list of scope items. Reimbursable expenses will include travel expenses for consultants based outside of Denver (Clanton and Assoc., IMEG, Cost + Plus), will not be marked up and receipts will be provided.

The design schedule assumes services for Task 1 through Task 5 will be completed within a 10-12- month timeframe, and the services for Task 6 will be completed within a 12- month timeframe following the design efforts. A draft design schedule has been attached for reference. The basic scope of work to be performed in connection with this agreement is as follows:

Task 1 | Project Management

Simple Brown will manage the design team/staff, communications, schedule, and quality control for the project.

Simple Brown shall provide the following:

Hold a project kickoff meeting with all key project team members and project partners to schedule.

Facilitate regular occurring weekly calls/virtual meetings with AVD and DOTI project managers. For such meetings, SEMPLE BROWN will develop an agenda for and lead all project meetings.

- Meeting minutes will be recorded and distributed within three (3) business days.
- weekly meetings with AVD / DoTI staff are assumed
- Develop project schedule and update as necessary throughout the entirety of the project.
- Prepare monthly project invoicing and status reports.
- Conduct internal consultant team meetings and manage consultant team coordination. (Note: Fees for this effort have been included within specific design tasks.)

Task 1 Deliverables

- Meeting Agendas
- Meeting Minutes
- Project Schedule
- Monthly invoices and progress reports

Task 2 | Concept Design

SEMPL BROWN and team shall provide the following:

The Design Team will assemble base project files and correlate those files to the proposed scope of work. This will include additional 3D Scanning of the mechanical and electrical spaces in Boettcher as well as an arc-flash/short circuit study of the electrical system. On the basis of site walks to assess equipment and systems and document review, the Design Team will compile a diagrammatic set of noted-up plan files reflecting the consensus scope approach for the project. This package will be provided to Cost + Plus for a conceptual estimate exercise to compare with the prioritized budget list.

The Concept Design task will also include evaluation of forward-looking building system alternatives such as electrification and geothermal energy systems.

Task 3 | Schematic Design

SEMPLER BROWN and team shall provide the following:

Based upon approval/modification of the Concept Design package and budget, the Design Team will proceed with Schematic Design, including the following major tasks:

- Preliminary selections of major building systems and construction materials
- Preliminary renderings, elevations and outline specifications
- Sustainability / LEED charrette

The Schematic Design submittal will include, but are not limited to the following sheets:

- Cover sheet
- Existing conditions plan(s)
- Demolition plan(s)
- Utilities plan(s)
- Primary systems narratives
- Section(s)
- Mark up of acoustically sensitive partitions and structural conditions
- Building Code review
- Outline of Specifications

This package will be provided to Cost + Plus for a conceptual estimate exercise to compare with the prioritized budget list. The Design Team will lead a presentation to the Building Department and the Fire Department utilizing the Schematic Design documents to solicit input on the proposed scope.

The Design Team will conduct review meetings with AVD and DOTI staff after Schematic Design review and estimating have been completed.

Task 3 Deliverables

- Schematic Design Drawings and Narratives
- Outline Specifications
- Opinion of Probable Cost

Task 4 | Design Development

SEMPLER BROWN and team shall provide the following:

Based upon approval/modification of the Schematic Design package and budget, the Design Team will proceed with Design Development, including the following major tasks:

- Illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size and appearance of the project
- Completed code analysis
- MEP equipment layout and equipment selections
- Preliminary selections of interior finishes and lighting fixtures to be replaced
- Scope items identified as essential by the Building Department and Fire Department

The Design Development submittal will include, but are not limited to the following sheets:

- Cover sheet
- Existing conditions plan(s)
- Demolition plan(s)
- Utilities plan(s)
- Mechanical equipment layout
- Plumbing Equipment layout
- Electrical Equipment layout
- Structural diagrams of modifications required for mechanical or electrical equipment
- Section(s)
- Mark up of acoustically sensitive partitions and structural conditions
- Draft Specifications.

This package will be provided to Cost + Plus for a Design Development estimate to compare with the Schematic Design cost estimate. The Design Team will conduct review meetings with AVD and DOTI staff after Design Development review and estimating have been completed.

During the Design Development task, the Design Team will assist the City with procuring the services of a CM/GC firm, including but not limited to site walks to describe the project scope, responding to contractor questions and participating in interviews. If a CM/GC has been selected at the point that the DD Cost Estimate is completed, a reconciliation with Cost + Plus will take place at that point.

Task 5 | Construction Documents (CD) – 90%, 100%, and Bid Set

SEMPLER BROWN and team shall provide the following:

Based upon approval/modification of the Design Development package and budget, the Design Team will proceed with Construction Documents, including the following major tasks:

- Incorporation of review comments
- Set forth in detail the requirements for construction of the project
- Completed code analysis
- Establish in detail the quality of levels of materials and systems required for the project
- Final selections of interior finishes and lighting fixtures to be replaced
- Collaborate with the selected CM/GC firm to develop a phasing plan. In the event that this phasing plan requires multiple bid packages, organize the Construction Documents to reflect those document issues.

The Construction Document submittal will be provided to Cost + Plus and the CM/GC at the 50% CD level for an estimate and reconciliation; the submittal will be provided to DOTI and AVD at the 90% complete level for review and comment. The Construction Document submittal will include, but are not limited to the following:

- Cover Sheet and Notes
- Survey
- Existing conditions/control
- Demolition plan(s)
- Utilities plan(s)
- Site plan(s)
- Enlarged area plans
- Finish plans
- Structural plan(s)

- Electrical plan(s)
- Energy modeling and administrative components associated with LEED Certification
- Cut sheets of products and equipment

The construction documents shall include complete drawings compliant with the City's Construction General Contract conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.

- If the project is estimated higher than the project budget the consultant shall provide bid alternates or revise design as necessary to keep within budget.
- The Final Bid Set shall include:
 - Approved and stamped plans, technical specifications book, cost estimate for DOTI bid form, and utility clearance record.
 - All final plans and specifications shall bear the signature(s) and seal(s) of the consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the construction documents, including all plans and specifications, will be signed and sealed, in whole or in part, as appropriate, by the licensed professional engineer, architect, and/or design professional in charge of the preparation of such plans and specifications or parts thereof. The consultant shall be ultimately responsible for all design work provided under the Agreement.
 - The consultant shall work with the CM/GC to file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing applications(s).
 - Acceptance of the construction documents shall not relieve the consultant of any responsibility for design deficiencies, omissions or errors.
- Review meeting(s) with AVD and DOTI staff.
- Assume three (3) meetings, one (1) after each review cycle (90%, and 100%).
- Coordination with utility providers as needed for necessary relocations or improvements.
- Assist the City in implementing the Public Art Program. This may include coordinating the placement or the structural foundation of the art.
- Construction Drawings (90%, 100% and bid set)
- Technical Specifications Book (90%, 100% and bid set)

- Final Bid Set
- Project Permits and Reports

Cost estimation for the CD phase will be provided by the selected CM/GC firm.

Task 6 | Bidding and Construction Administration (CA) SEMPLE BROWN and team shall provide the following:

- Attend pre-bid meeting(s).
- Provide administrative services during the bidding process including addenda responses and clarifications to questions as necessary.
- Attend Owner, Architect, Contractor (OAC) meetings and site visits, conducted at the project site.
 - The consultant may be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- Review and respond to submittals, shop drawings, mock-up reviews, RFIs, and ASIs as necessary.
- The consultant will assist the Project Manager with interpreting the requirements of the project plans and specifications. The consultant will render written interpretations within ten (10) business days of receipt of any written request (or an alternative agreed upon time limit).
- Observe and review the performance of the work or in such a manner and at such times as is necessary to determine that the work has been or is being installed in conformance with the contract documents. If any work is not in conformance with the contract documents, the consultant shall immediately notify the Project Manager, followed by a written report of such nonconformance to both the nonconforming contractor and the City. The consultant, however, does not assume and is not responsible for any of the contractor's construction means, methods, techniques, or safety programs in constructing the project. applicable laws, statutes, codes, ordinances, rules and regulations and standards.
- Assist with reviewing and clarifying change orders.
- Attend Punchlist/Substantial Completion walk.
- Attend Final Acceptance walk.
- Attend one (1) year warranty walk.

ADDITIONAL SERVICES

The following additional services have been identified as potential components of the project:

- Seating Selection and Layout for the fixed seating in the Concert Hall
- New floor coverings inside the Concert Hall
- Additional ADA Services to expand accessible seating and paths in the Concert Hall
- Building Department Comment Revisions to adjust scope following Building Department review
- Smoke/EM Management Commissioning by the sustainability consultant
- Renderings of potential future renovations to support fundraising activities

EXHIBIT B

KEY PERSONNEL / RATES

**PROFESSIONAL SERVICES
FEE PROPOSAL**

Project Name Boettcher Concert Hall Renovation

Date 2/29/2024

Firm Name Semple Brown Design, P.C.

City Project Manager Melanie Short

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
N	Semple Brown	Bryan Schmidt	Staff 2	\$240.00	340	\$81,600.00
N	Semple Brown	Chris Wineman	Staff 2	\$240.00	490	\$117,600.00
N	Semple Brown	Michelle Han	Staff 3	\$180.00	590	\$106,200.00
N	Semple Brown	Aaron Anderson	Staff 4	\$150.00	590	\$88,500.00
N	Semple Brown	Leilani Rose	Admin Staff 1	\$115.00	53.0435	\$6,100.00
Y	Clanton & Associates	Dane Sanders	President	\$375.00	104.55	\$39,206.25
Y	Clanton & Associates	Brittany Lynch	Senior Designer II	\$245.00	130.45	\$31,960.25
Y	Clanton & Associates	Greg Flageolle	Senior Designer II	\$245.00	250.7	\$61,421.50
Y	Clanton & Associates	Brian Nelson	Senior Engineer I	\$215.00	181.5	\$39,022.50
Y	Clanton & Associates	April Corey	Senior Designer I	\$185.00	186	\$34,410.00
Y	Clanton & Associates	Alliah Halcomb	Engineer I	\$160.00	500	\$80,000.00
Y	Clanton & Associates	Hannah Juul	Engineer I	\$160.00	200	\$32,000.00
Y	Clanton & Associates	Eric Smallwood	CADD Technician	\$125.00	605.604	\$75,700.50
Y	Hahn Integrated Systems	Neil Hahn	Principal	\$203.00	66	\$13,398.00
Y	Hahn Integrated Systems	Mike Handel	Senior Design Lead	\$182.00	203	\$36,946.00
Y	Hahn Integrated Systems	Trevor Bennett	Designer	\$150.00	112.9	\$16,935.00
Y	Tweed Studio	Haily Tweedie	Principal, Architect	\$180.00	416.66667	\$75,000.00
Y	Tweed Studio	Aaron Tweedie	Principal, Architect	\$180.00	416.66667	\$75,000.00
Y	Group14 Engineering	Laura Charlier, Matt Cooper	Principal	\$247.00	40	\$9,880.00
Y	Group14 Engineering	Taylor Roberts, Joe Hosek	Service Director	\$226.00	40	\$9,040.00
Y	Group14 Engineering	Lauren McNeill, Anna McCullough, Nick Buike	Team Leader, Sr. Engineer III	\$212.00	60	\$12,720.00
Y	Group14 Engineering	Scott Tonn	Sr. Project Manager II, Sr. Engineer II	\$202.00	120	\$24,240.00
Y	Group14 Engineering	Laura Unrein, Libby (Coleman) Middleton, Kate DuMez	Sr. Project Manager I, Sr. Engineer I	\$182.00	121	\$22,022.00
Y	Group14 Engineering	TBD	Project Manager II, Engineer IV	\$163.00	120	\$19,560.00
Y	Group14 Engineering	Louise Fonda, Madi Gore	Project Manager I, Engineer III	\$153.00	150	\$22,950.00
Y	Group14 Engineering	TBD	Engineer II, Consultant II	\$144.00	202	\$29,088.00
Y	Group14 Engineering	TBD	Engineer I, Consultant I	\$131.00	202.0611	\$26,470.00
N	IMEG	TBD	Project Executive	\$255.00	450	\$114,750.00
N	IMEG	TBD	Senior (Engineer / Planner / Consultant) 3	\$230.00	100	\$23,000.00
N	IMEG	TBD	Project (Engineer / Consultant) 2	\$160.00	1250	\$200,000.00
N	IMEG	TBD	(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$130.00	875	\$113,750.00
N	IMEG	TBD	(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$115.00	875	\$100,625.00
N	IMEG	TBD	Senior Virtual Design Coordinator 1	\$130.00	230	\$29,900.00
N	IMEG	TBD	Virtual Design Coordinator 2	\$125.00	179.2	\$22,400.00
N	IMEG	TBD	Virtual Design Technician	\$95.00	60	\$5,700.00
N	IMEG	TBD	Administrative Assistant	\$85.00	175	\$14,875.00
N	Martin/Martin, Inc	Ben Nelson	Principal	\$270.00	40	\$10,800.00
N	Martin/Martin, Inc	Luke Waldo	Associate	\$240.00	8	\$1,920.00
N	Martin/Martin, Inc	Jonathan Oltman	Senior Project Engineer	\$210.00	18	\$3,780.00
N	Martin/Martin, Inc	Taylor Knickerbocker	Professional Engineer	\$155.00	20	\$3,100.00

**PROFESSIONAL SERVICES
FEE PROPOSAL**

Project Name Boettcher Concert Hall Renovation

Date 2/29/2024

Firm Name Semple Brown Design, P.C.

City Project Manager Melanie Short

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
N	Martin/Martin, Inc	Max Bixby	Engr-in-Training-I	\$130.00	16	\$2,080.00
N	Martin/Martin, Inc	Jonathan Williams	Designer	\$150.00	20	\$3,000.00
N	Martin/Martin, Inc	Dan Eagan	Technician-III	\$135.00	39.4074	\$5,320.00
N	Kirkegaard	Joseph Myers	Principal	\$260.00	83	\$21,580.00
N	Kirkegaard	Michelle Huey	Project Manager	\$160.00	173	\$27,680.00
N	Kirkegaard	Zach Glick	Acoustics Specialist	\$120.00	52	\$6,240.00
N	Kirkegaard	Aidan Lueth	Acoustics Specialist	\$120.00	50	\$6,000.00
N	Cost+Plus	Joe Perryman	Project Manager	\$150.00	70	\$10,500.00
N	Cost+Plus	Pete Gunn	Lead Estimator	\$150.00	210	\$31,500.00
N	Cost+Plus	Mark Earley	Interiors Estimator	\$150.00	110	\$16,500.00
N	Cost+Plus	Tony Cleaton	Structural Estimator	\$150.00	60	\$9,000.00
N	Cost+Plus	Sharib Makhudel	Electrical Estimator	\$150.00	150	\$22,500.00
N	Cost+Plus	Kiran Patel	Mechanical Estimator	\$150.00	150	\$22,500.00
SUBTOTALS					Prime	\$400,000.00
					Subconsultant(s)	\$1,615,970.00
Anticipated Reimbursables (Receipts are required for invoicing)						
			Clanton & Associates	Mileage from Boulder, CO		\$3,000.00
			IMEG	Mileage from Centennial		\$5,000.00
			Group14 (LEED cert)	LEED Registration and Certification (subject to change and are calculated on the dates of LEED registration and certification submission.)		\$7,110.00
			Hahn			\$100.00
			Tweed Studio			\$100.00
			SBD			\$100.00
			Kirkegaard			\$100.00
			Cost Plus	Travel from St. Petersburg, FL (4 r/t)		\$17,000.00
			Martin Martin			\$100.00
			(insert reimbursables)			\$32,610.00
	For this Project:					
	M/WBE Total \$	\$786,970.01				
	M/WBE Total %	38%				
TOTAL FEE THIS PROJECT						\$2,048,580.00

**PROFESSIONAL SERVICES
ADDITIONAL SERVICES**

Project Name Boettcher Concert Hall Renovation

Date 2/29/2024

Firm Name Semple Brown Design, P.C.

City Project Manager Melanie Short

M/WBE*	Firm Name	Name of Employee	Personnel Classification	Hourly Rate*	Hours	Total (\$)
N	Semple Brown		Seating selection and layout of fixed seats and loose seats			\$20,000.00
N	Semple Brown		New floor coverings in the interior of the concert hall			\$20,000.00
N	Semple Brown		Additional ADA services: evaluate alternative pathways and seating locations			\$75,000.00
N	Semple Brown		Building Dept Comment Revisions: spread across entire design team			\$95,000.00
N	Semple Brown		Renderings for marketing and fundraising			\$77,000.00
Y	Group14 Engineering		Smoke/EM Mgmt Commissioning			\$45,600.00
						\$0.00
						\$0.00
						\$0.00
SUBTOTALS					Prime	\$287,000.00
					Subconsultant(s)	\$45,600.00
	For this Contract:					
	M/WBE Total \$	\$45,600.00				
	M/WBE Total %	14%				
TOTAL FEE THIS TASK ORDER						\$332,600.00

Rev 5.14.19

EXHIBIT C

ACORD CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2024

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 have ADDITIONAL INSURED provisions or 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 Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Maribeth Sugg</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (303) 454-9562</td> <td>FAX (A/C, No): (303) 454-9564</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: maribeth.sugg@arm-i.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Co</td> <td>13056</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Maribeth Sugg		PHONE (A/C, No, Ext): (303) 454-9562	FAX (A/C, No): (303) 454-9564	E-MAIL ADDRESS: maribeth.sugg@arm-i.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Co	13056	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Semple Brown Design, P.C., DBA: Semple Brown Architects and 1160 Santa Fe Drive Denver CO 80204																					

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL HNO EX **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PSB0003135	01/27/2024	01/27/2025	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0003135	01/27/2024	01/27/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001190	01/27/2024	01/27/2025	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE						\$ 5,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Boettcher Concert Hall Renovation. Department of Transportation and Infrastructure and the City and County of Denver are included as an additional insured as their interest may appear when required by written contract.

CERTIFICATE HOLDER Department of Transportation and Infrastructure 201 W Colfax Ave Dept 605 Denver CO 80202	CANCELLATION 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/14/2024

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PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Hillary Bryant</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (214) 323-4602</td> <td>FAX (A/C. No.): (214) 503-8899</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: QBE Insurance Corporation</td> <td style="text-align: right;">NAIC # 39217</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Hillary Bryant		PHONE (A/C. No. Ext): (214) 323-4602	FAX (A/C. No.): (214) 503-8899	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com		INSURER(S) AFFORDING COVERAGE		INSURER A: QBE Insurance Corporation	NAIC # 39217	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Semple Brown Design, PC 1160 Santa Fe Drive Denver CO 80204																					

COVERAGES **CERTIFICATE NUMBER:** 78641803 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	ANE63613-02	9/3/2023	9/3/2024	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

CANCELLATION

Department of Transportation and Infrastructure 201 W Colfax Ave, Dept. 605 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 <div style="text-align: right; font-family: cursive;"> </div> Hillary Bryant
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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.

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PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068	CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C No. Ext): 602.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS: lrose@semplebrown.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Semple Brown Design Pc 1160 Santa Fe Dr Denver CO 80204	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: CopperPoint Premier Insurance Company</td> <td style="width: 20%;">NAIC # 12741</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A: CopperPoint Premier Insurance Company	NAIC # 12741	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: CopperPoint Premier Insurance Company	NAIC # 12741												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: 1** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	1029727	01/27/2024	01/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

8603 - CO - ARCHITECTURAL OR ENGINEERING FIRM - CLERICAL, 8601 - CO - ARCHITECTURAL OR ENGINEERING FIRM - INCLUDING SALESPERSONS

CERTIFICATE HOLDER Department of Transportation and Infrastructure 201 W Colfax Avenue Dept. 605 Denver CO 80202	CANCELLATION 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
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY POLICY NUMBER 1029727	NAMED INSURED Semple Brown Design Pc 201 W Colfax Avenue Dept. 605 Denver, CO 80202
CARRIER CopperPoint Premier Insurance Company	NAIC CODE 12741
EFFECTIVE DATE: 01/27/2024-01/27/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

This waiver of subrogation is effective only with respect to the Certificate Holder for the project described herein, /nand shall not benefit any other person or organization./n/nWe have the right to recover our payments from anyone liable for an injury covered by this policy. We will not/nenforce our right against the person or organization named in the schedule. This agreement applies only to the extent/nthat you perform work under a written contract that requires you to obtain this agreement from us. This agreement/nshall not operate directly or indirectly to benefit anyone not named in the Schedule. This waiver of Subrogation is/nas to the entities listed below. This Waiver does not waive or in any way limit our lien rights under ARS 23 - 1023.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER 1029727		Semple Brown Design Pc 201 W Colfax Avenue Dept. 605 Denver, CO 80202	
CARRIER CopperPoint Premier Insurance Company	NAIC CODE 12741	EFFECTIVE DATE: 01/27/2024-01/27/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance