

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LCM ARCHITECTS LLC**, a limited liability corporation authorized to conduct business in the State of Colorado, with its principal place of business located at 819 South Wasbash Avenue, Chicago, Illinois 60605 (the “Consultant”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: Consultant shall fully coordinate all services under the Agreement with the Director of Human Rights and Community Partnerships, (“Director”) or, the Director’s Designee. The Director hereby designates the Director of the Office of Disability Rights (“DODR Director”) to oversee the services provided under the Agreement.

2. SERVICES TO BE PERFORMED:

(a) As the Director directs, Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

(b) Consultant is ready, willing, and able to provide the services required by the Agreement.

(c) Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by architects performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The initial term of this Agreement shall commence on **April 1, 2019**, and expire, unless sooner terminated, on **December 31, 2019** (the “Initial Term”), subject to the unilateral option of the City to renew for up to two (2) additional one (1) year renewal terms through December 31, 2021. The first renewal term will be from January 1, 2020 until December 31, 2020, and the second renewal term will be from January 1, 2021 until December 31, 2021. Each renewal term shall be exercised by action of the City Council in appropriating sufficient funds for that specific renewal term. In the event that an appropriation for this Agreement is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew this Agreement and the Agreement shall expire at the end of the current term. Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the then current term will extend until the work is completed or earlier terminated by the Director.

4. COMPENSATION AND PAYMENT:

(a) **Hourly Rates:** The City shall pay and Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the fees set forth in Exhibit B. Amounts billed may not exceed the rates set forth in **Exhibit B**.

(b) **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of Consultant's expenses are contained in the rates in **Exhibit B**.

(c) **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all 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 the Agreement.

(d) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligations will not exceed the following amounts:

Initial Term	\$260,000.00
First Renewal Term, if exercised	\$240,000.00
Second Renewal Term, if exercised	\$220,000.00

If all renewal terms are exercised, the City's maximum payment obligation will not exceed **Seven Hundred Twenty Thousand Dollars and Zero Cents (\$720,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) 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. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONSULTANT: Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither 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.

6. TERMINATION:

(a) By the City.

(1) The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Consultant. However, nothing gives Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

(2) Notwithstanding the preceding paragraph, the City may terminate the Agreement if Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit

culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature about Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

(b) By the Consultant.

(1) The Consultant may terminate this Agreement for substantial breach by the City, including the failure to compensate Consultant timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Consultant's written notice to do so identifying the breach. In such event, the City has the right to require the Consultant to make adequate arrangements to transfer the work and Consultant's activities under this Agreement, to another Consultant or to the City.

(c) Upon termination of the Agreement, with or without cause, Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

(d) If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in Consultant's possession, custody, or control by whatever method the City deems expedient. Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. EXAMINATION OF 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 any pertinent books, documents, papers and records of Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of 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 any term of the Agreement constitutes a waiver of any other breach.

9. 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 three (3) 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 and Excess Liability/Umbrella (if required), Consultant and its subcontractor’s or 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, 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 subcontractors or subconsultants as additional insured under its policies (with the exception of Workers’ Compensation and professional liability). Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City. Upon request by the City, Consultant will provide proof of insurance for its subcontractors and subconsultants providing work under this Agreement.

(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 limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

(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 their 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.

10. 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, subconsultants, 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 obligation 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 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.

11. 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.* 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

12. ASSIGNMENT; SUBCONTRACTING: Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. **INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** 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.

16. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. **CONFLICT OF INTEREST:**

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Consultant shall not hire, or contract for services with, any employee or officer of the City that 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) Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 Consultant by placing Consultant's own interests, or the interests of any party with whom Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Consultant written notice describing the conflict.

18. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City as set forth below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

Director of Human Rights & Community Partnerships or Designee
201 West Colfax Avenue, Dept. 1102
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

(b) Consultant certifies that:

(1) At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

(c) Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor or subconsultant and the City within three (3) days. Consultant will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such

three-day period the subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

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

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

20. **DISPUTES:** All disputes between the City and Consultant arising out of or regarding the Agreement will 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 the Agreement.

21. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and 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.

22. **NO DISCRIMINATION IN EMPLOYMENT:** About the performance of work under the Agreement, Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability. Consultant shall insert the foregoing provision in all subcontracts.

23. **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.

24. **LEGAL AUTHORITY:** 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 the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion,

to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. 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.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. 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 Consultant and paid for by the City pursuant to the Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. Consultant shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Director directs otherwise in writing. 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,” Consultant (by the 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

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Consultant’s obligations to provide insurance and to indemnify the City will 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.

29. ADVERTISING AND PUBLIC DISCLOSURE: Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Consultant’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Consultant shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CITY EXECUTION OF AGREEMENT: The 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.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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.

33. CONFIDENTIAL INFORMATION; OPEN RECORDS:

(a) **Confidential Information:** Consultant acknowledges and accepts that, in the performance of all work under the terms of this Agreement, Consultant will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”) or (2) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. Consultant agrees that all Confidential Information provided or otherwise disclosed by the City to Consultant or as otherwise acquired by Consultant during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall limit access to all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. Consultant shall exercise the same standard of care to protect all Confidential Information as a reasonably prudent architectural firm or Consultant would to protect its own proprietary or confidential data. Consultant acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Consultant’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Executive Director.

- (i) **Use of Confidential Information:** Except as expressly provided by the terms of this Agreement, Consultant agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. Consultant further acknowledges that by providing access to Confidential Information, the City is not granting to Consultant any right or license to use such data except as provided in this Agreement. Consultant further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential

Information without prior written authorization from the Executive Director.

- (ii) **City Methods:** Consultant agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by Consultant or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. Consultant agrees, with respect to Confidential Information, that:
 - (a) Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director;
 - (b) Consultant shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data;
 - (c) Consultant shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.
- (iii) **Employees, Subcontractors, and Subconsultants:** The requirements of this provision shall be binding on Consultant's employees, agents, officers and assigns. Consultant warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement.
- (iv) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. Consultant acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Consultant agrees to contact the City immediately.

(b) **Open Records:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise Consultant of such request in order to give 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 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. Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of 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.

34. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

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

End.

Exhibits and Signature Pages follow this page.

Contract Control Number:

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:

By_____

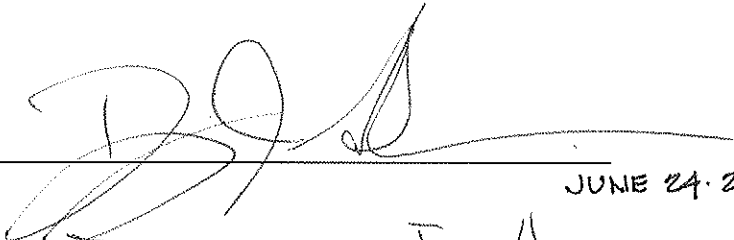
By_____

By_____



Contract Control Number: HRCRS-201948988-00

Contractor Name: LCM ARCHITECTS LLC

By: 
Name: DOUGLAS J. ANDERSON
(please print)

JUNE 24, 2019

Title: PARTNER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

SCOPE OF WORK:

Consultant shall conduct field investigations of parks, recreational facilities, general office buildings, and associated vehicular or pedestrian areas, and prepare detailed reports of the consultant's findings. The City will utilize these reports to prioritize and plan for future work to improve ADA access at each site. The goals are to identify barriers to accessibility of the programs and services provided within City and County of Denver parks and facilities, and develop a prioritized program for future remediation efforts.

Consultant will be responsible for reviewing current programs and services and providing required reporting in tandem with the physical barrier modifications. The consultant shall provide consulting services on the City's overall compliance with the Americans with Disability Act (ADA) and perform the following services:

1. Serve as the Independent Licensed Architect (ILA) to complete inspections, submit written reports, certifications, and findings, to include photographs, measurements, and architectural plans, as directed by the City.
2. Contractor may be required to conduct partial facility surveys, inspections of alterations, additions or modifications related to barrier-removal projects at individual facilities.
3. Ensure the City has a concise and thorough Self-Evaluation and Transition Plan. This Transition Plan shall be the plan of record acknowledging barriers to people with disabilities as well as provide a scheduled plan to eliminate the barriers. Review Transition Plan draft to identify areas of cost-savings that align with compliance with the 2010 ADA standards
4. Provide evaluation to address structural and programmatic barrier removal for all identified City entities as they relate to compliance with the ADA.
5. Coordinate services with the Denver Office of Disability Rights and other designated agencies such as: Arts & Venues, General Services, Libraries, Safety (includes Fire, Sheriff & Police), and Parks & Recreation for the development, implementation, completion, and verification of the Transition Plan.
6. Provide required reporting as directed by the City and County of Denver to federal agencies upon request.
7. Be knowledgeable about the architectural accessibility requirements of the ADA.
8. Have Independent Licensed Architect (ILA) certify alterations, additions, or modifications made by the City and County of Denver.
9. With input from Denver Office of Disability Rights and designated entities, conduct prioritization, scheduling, cost estimating, and tracking efforts.
10. Provide trainings related to ADA standards as requested to designated personnel.
11. Become familiarized with all City owned locations and barriers previously identified in Phase I and Phase II data collection. During this process, work with DODR to identify and provide updated or missing survey information (if any) for facilities or areas that should be included in survey data.
12. Other duties as assigned

Exhibit A

Expected Deliverables

All deliverables shall be reported on the 5th of each month to the Denver Office of Disability Rights (DODR)

1. Convert current data into format mutually acceptable to the parties no more than 3 months after the contract execution date.
2. Analyze all programs offered by the City and County of Denver prioritizing the facilities based on the existing level of accessibility of each facility and the ease/cost of alterations required for compliance.
3. Work with DODR staff and other designated City staff to develop and implement its Transition Plan, the plan shall identify potential physical and programmatic barriers which may limit access to City programs and services.
4. Update the City's current Self-Evaluation of the programs, services, and activities, provided by the City and County of Denver.
5. Coordinate the involvement of various stakeholders such as, but not limited to: City Attorney's Office, Office of Disability Rights, Arts & Venues, General Services, Libraries, Safety (includes Fire, Sheriff & Police), and Parks & Recreation to realize outcomes.
6. Provide monitoring and tracking tools through Microsoft Excel Online, Word, etc. that do not require additional licensing fees. These tools will allow City staff to manage current accessibility issues, update the deficiency status of all projects, and generate reports identifying the progress for completing items identified in the ADA Compliance Transition Plan.
7. Produce an executive summary which includes an overview of the process and standards used in the data collection, the analysis effort, a summary of findings and recommendations, as well as an assessment of the risk, and therefore potential liability of policies, procedures, programs, and services which are not compliant with the ADA.
8. Vendor shall make recommendations regarding schedules, timeframes, procedural matters, and interpretation of ADA specification in the field with various departmental project managers.
9. Vendor shall provide reports to the City as directed. As directed by the City, full reports (to include, but not limited to photographs showing measurements, architectural plans, and certifications and findings from the designated ILA), shall be at a minimum, every 6 months. Frequency of smaller data reports may vary depending upon need. All reports shall contain the information, and be in the format, designated by the City.
10. Provide ongoing guidance and information as it pertains to previously developed documents provided to the City related to barrier removal. Frequency may vary depending on the issue.

Compliance Management

1. Collect, manage, and report on the data barrier modifications.
2. Produce and provide a management table, such as MS Excel, that can be filtered, by the City, to produce customized reports for a broad range of specific situations.
3. The executive summary report will be accompanied by a fully functional electronic version of the Compliance Management Table. This report will be requested annually, unless otherwise directed by the City.
4. All reports and databases will be the sole property of the City and County of Denver.

Exhibit B

CITY AND COUNTY OF DENVER / LCM ARCHITECTS

HOURLY RATES

Our fully burdened hourly rates are fixed for the specified contract period.

Title	Rate Per Hour
Independent Licensed Architect (Partner In Charge, LCM)	\$225
Executive Consultant (Training Executive, LCM)	\$225
*Executive Consultant (Self-Evaluation Executive, ADA One)	\$375
Sr Project Consultant (Project Manager, LCM)	\$191
Project Consultant (Cost Estimator, RLB)	\$174
Project Consultant (Self-Evaluation Manager, LCM)	\$178
Field Technician 1 (Surveyor, MarxlOkubo)	\$175
Field Technician 2 (Surveyor, MarxlOkubo)	\$150
Additional Labor (Accessibility Specialist, LCM)	\$110
Additional Labor (Administrative Support)	\$90

* The estimated time for Irene Bowen (Self-Evaluation Executive) is limited to 10 hours.

The above rates include travel expenses based on the following:

- Doug Anderson (Training Executive) will make one trip to Denver in the first contract year.
- Elizabeth Zaverdas (Project Manager) will make up to five trips to Denver in the first contract year.
- Kate Gonzalez (Self-Evaluation Manager) will make up to two trips to Denver in the first contract year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2019

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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED LCM Architects, L.L.C. Mr. Dick Lehner 819 S Wabash Ave, Ste 509 Chicago, IL 60605	<table border="1"> <thead> <tr> <th data-bbox="815 424 1430 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 424 1560 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1430 478">INSURER A: Hanover Insurance Company</td> <td data-bbox="1437 451 1560 478">22292</td> </tr> <tr> <td data-bbox="815 478 1430 506">INSURER B: AIG Specialty Insurance Company</td> <td data-bbox="1437 478 1560 506">26883</td> </tr> <tr> <td data-bbox="815 506 1430 533">INSURER C:</td> <td data-bbox="1437 506 1560 533"></td> </tr> <tr> <td data-bbox="815 533 1430 560">INSURER D:</td> <td data-bbox="1437 533 1560 560"></td> </tr> <tr> <td data-bbox="815 560 1430 588">INSURER E:</td> <td data-bbox="1437 560 1560 588"></td> </tr> <tr> <td data-bbox="815 588 1430 615">INSURER F:</td> <td data-bbox="1437 588 1560 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: AIG Specialty Insurance Company	26883	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W11120885

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	Y	OHC9275585	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 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	Y	Y	OHC9275585	10/24/2018	10/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	WHC9524214	04/23/2019	<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
B	Professional Liability			061853744	10/24/2018	10/24/2019	Per Claim \$1,000,000 Aggregate \$1,000,000


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

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Denver Office of Strategic Partnerships 201 W Colfax Ave #1102 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 
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED LCM Architects, L.L.C. Mr. Dick Lehner 819 S Wabash Ave, Ste 509 Chicago, IL 60605	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law.