



REQUEST FOR PROPOSAL

FOR

**ARCHITECTURAL AND ENGINEERING
PROFESSIONAL SERVICES**

FOR

McNICHOLS BUILDING REDEVELOPMENT PH. I

Contract Control Number: CE01251
Date of Issuance: September 13, 2010

CITY AND COUNTY OF DENVER

**REQUEST FOR PROPOSAL
McNICHOLS BUILDING REDEVELOPMENT PH. I
Architectural and Engineering Professional Services**

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ADVERTISEMENT AND NOTICE OF INVITATION

The Department of Public Works, City and County of Denver, has issued a Request for Proposals (the “RFP”), for Engineering and related professional services for the project named above. Complete RFP documents will be available for download online at the following web address:

http://www.denvergov.org/DPW_Contract_Admin/HomePage/RequestforProposals/tabid/424877/Default.aspx

Responses in the form of printed proposals will be due at 11:00 a.m. local time on October 12, 2010, delivered to Public Works Finance and Administration, Attn: Elizabeth Sample, 201 W. Colfax, Ste. 614, Denver, CO 80202.

A Pre-Proposal Meeting will be held at 10:00 AM local time on September 23, 2010, in the McNichols Building, 3rd Floor, West Colfax Avenue (Southeast Corner of W. Colfax Avenue and Bannock Street, Denver, CO 80202. All firms interested in submitting a proposal are encouraged to attend. All Proposers will be held responsible for any information conveyed at the meeting. Further information about the meeting is contained in the RFP.

General Statement of Work: The Design team shall provide full architectural and engineering professional services for programming the project, schematic design, design development documents, construction documents, and construction administration assistance when requested for the description indicated above. The total project budget for this project is estimated to be \$2.0 million.

Minority and Women Business Enterprise Participation: The Project goal of 15% must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. For compliance with good faith requirements under Section 28-62(b), the M/WBE percentage solicitation level required for this project is 100%.

General: The Manager of Public Works issues this RFP pursuant to the Charter of the City and County of Denver and Section 20-56, D.R.M.C. Selection criteria are stated in the RFP. As the City’s best interests may appear, the Manager of Public Works reserves the right to waive informalities in, and to reject any or all, proposals.

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REQUEST FOR PROPOSAL

McNICHOLS BUILDING REDEVELOPMENT PH. I Architectural and Engineering Professional Services

Contract Control No. CE01251

Section 1 – Introduction: This Request for Proposal (“RFP”) is issued to provide the selection process for Architectural and Engineering Professional Services for the project named above.

Firms submitting a response to the RFP will be asked at a minimum, to state their qualifications, understanding/experience relating to the project and offer their methodology for meeting the design criteria. Respondents will also be required to submit a Fee Proposal and required M/WBE forms with their response. The finalists from the RFP Phase will proceed to the Interview Phase and be requested to participate in oral interviews.

Tentative Selection Schedule:

Advertise and Issue RFP	September 13, 2010
Pre-Proposal Meeting 10:00 a.m.....	September 23, 2010
Deadline to Submit Questions.....	September 30, 2010
Joint Venture Forms Due (If applicable)	October 5, 2010
Responses (Printed Proposals) to RFP Due.....	October 12, 2010
Notify Short Listed Firms and Schedule Interview	October 27, 2010
Interviews	November 8, 2010
Notice of Selection	November 15, 2010
Complete Contract Negotiations.....	November 24, 2010
*Contract Execution/NTP	January 5, 2011

***Note: Contracts over \$500,000.00 must be approved by City Council.**

Section 2 - Project Description:

The City and County of Denver (City) recently experienced a successful Biennial of Americas event and received an abundance of positive feedback from the community regarding the state of the McNichols Building. The City has also received numerous inquiries regarding the availability of the McNichols Building for other events since the completion of the Biennial of Americas event. The City acknowledges the great work performed by Tryba Architects in drafting the *McNichols Building – Redevelopment Analysis*; reference attachment 10. However, the referenced *McNichols Building – Redevelopment Analysis* did not take into consideration the building improvements completed by others to support the Biennial of Americas event and the proposed phase I in the referenced *McNichols Building – Redevelopment Analysis* was based on a project budget significantly higher than the actual project budget of \$2.0 million obtained to date by the City. Therefore, the City desires to engage a consultant to reprogram and initiate the phase I redevelopment of the McNichols Building. It’s anticipated the phase I redevelopment will focus on improvements to the building to satisfy Building Code Requirements, ADA requirements, Energy Efficiency (LEED) and Historic Restoration. The primary goal for the City at this time is to obtain a certificate of occupancy for the McNichols Building based on assembly use for events.

Section 3 - Project Scope: The Design team shall provide full architectural and engineering professional services for programming the project, schematic design, design development documents, construction documents, and construction administration assistance when requested for the description indicated above. The total project budget for this project is estimated to be \$2.0 million. The City and County of

Denver requests the short listed design consultants in the oral interviews address their recommended scope and approach for the Phase I Redevelopment.

A. Services:

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

1. Project Programming
2. Site Planning
3. Site survey
4. Geotechnical and Environmental Studies
5. Landscape Design (includes existing parking lot)
6. Full Service Architectural
7. Civil Engineering,
8. Structural Engineering
9. Mechanical and Plumbing
10. Electrical Engineering
11. Fire Suppression Design (basement only)
12. Cost Estimating
13. Acoustical Engineering
14. Lighting Design
15. Scheduling
16. Utilities Design and Coordination
17. Urban Design
18. Signage and Graphics Design
19. Tele/Data, Security, and Audio/Visual systems
20. Leadership in Energy and Environmental Design (LEED) Certification
21. Public outreach and meetings
22. Landmark Preservation Commission

B. Local Presence:

All firms participating in this project must be licensed in the State of Colorado and have a production office located within a two hour drive from the Denver metropolitan area. A firm not already so located must establish such a local office if awarded this project, or associate itself with a firm so located. This is necessary to facilitate day-to-day communications and coordination and to insure timely response to investigate and resolve design and construction issues.

C. Coordination:

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

D. Construction Methodology:

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 other construction management techniques.

E. CPM Schedule:

Upon receipt of a written notice to proceed, the Design Consultant shall prepare a preliminary integrated project design and construction schedule in Critical Path Method (CPM) format using Microsoft Project. This CPM schedule shall show design phases, identify critical milestone dates, selection period for the construction contractor, and note what decisions are needed to be made by the City. Note interface requirements with utilities and any other third party organizations. In the response to this RFP, the proposer shall specifically address how this schedule will be developed.

F. Project Programming:

Upon written acceptance and approval of the CPM schedule, the Design Consultant shall proceed with the Project Programming phase. The Design Consultant shall work closely with the Public Works staff and any other involved agency staff to define the scope based on the funded project construction budget.

G. Schematic Design:

Upon written acceptance and approval of the Program Verification, the Design Consultant shall proceed with the Schematic Design phase. The Schematic Design shall be in the form of drawings and ancillary documents and shall provide sufficient detail to show location and orientation on site, division of spaces and preliminary estimates of construction time and construction costs. The Design Consultant shall be responsible for obtaining all utility information required and presenting studies to City agencies for review, comment and approval.

H. Design Development:

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

I. Construction Documents:

The Design Consultant shall, upon written approval of the Design Development Documents, prepare final construction drawings, specifications and other documents, including City furnished documents, required to bid and construct the project in its entirety. At the 90% point in developing the bid package, the Design Team shall furnish final construction cost estimates and construction schedules.

J. Plan Review and Permits:

At various review and approval stages or phases of the design effort, the Design Consultant shall deliver to the City up to twelve (12) copies of all documentation that is needed to complete the plan review and/or approval by Public Works and the using agencies, if applicable. Documentation required by other City agencies, such as the Building Inspection Division, and for subconsultants shall also be furnished by the Design Consultant and shall be in addition to the initial twelve copies. Following written approval of the construction documents by the Project Manager, the Design Consultant shall log the plans into the City and County of Denver's plan review department to start

the permitting process. Following the plan review process by the Building Department, the Design Consultant shall incorporate any required changes/comments into the Construction Documents.

K. Construction Administration Assistance:

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

L. Review Meeting:

Subconsultants shall be represented at all review meetings, meetings with the Building Inspection Division, the Denver Fire Department and other City agencies, as required or as applicable.

M. Building Commissioning:

The City may retain the services of a Building Commissioning Agent during the design phase. If the City elects to execute such an option, the Design Consultant shall cooperate with the Commissioning Agent in all matters relating to the design including a peer review of all items related to building commissioning.

N. Standards and Guidelines:

For current information regarding the Building Code for the City and County of Denver, please visit the website at <http://www.denvergov.org/HomePage/tabid/379561/Default.aspx>

Section 4 – RFP Guidelines

A. Colorado Open Records Act

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et. seq. Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. The Colorado Open Records Act provides that trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data furnished by any person to the City is not subject to disclosure in response to an open records request. City will notify the Submitter if a request is made for such information so that the Submitter may take any action it deems necessary to defend the request. The Submitter, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Submitter to be confidential and proprietary.

B. Submission Ownership, Use and Rights: The City reserves the option of retaining any or all of the materials and drawings submitted by the Proposers/Respondents to this RFP. Any unique or exclusive design concepts or features represented in the submission documents shall remain the property of the authoring Design Consultant. They may not be used by the City or other parties to design or construct any facility, in whole or in part, without the further agreement of, and compensation to, the authoring party.

C. Consultant Disclosure:

Section 20-69 of the Denver Revised Municipal Code provides that the public interest is best served by maximum disclosure of political contributions made to candidates seeking election to City office by persons transacting business with the City and County of Denver. This Disclosure Form was devised to insure that City Bidder/Contractor/Vendor/Proposers comply with all

applicable requirements of Section 20-69, D.R.M.C. All proposers must complete all applicable sections of this disclosure and submit with their proposals.

D. RFP Administration:

The Manager hereby designates Elizabeth Sample, Public Works Contract Administration to serve in the capacity of administrator for this selection process and will be responsible for coordination of the procedures and rules specified in this RFP, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the administrator will serve as the primary intermediary between the design professionals, the City, and the members of the Selection Committee. All inquiries and questions regarding this RFP shall be directed to Elizabeth Sample in the Public Works Department in writing via email at Elizabeth.sample@denvergov.org. Any applicant that contacts any member of the Selection Committee, other than the designated contact from the date of issuance of the RFP and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the City's sole discretion.

E. Addenda:

As the City may require, addenda may be issued to supplement this RFP. Each Proposer must provide the City with contact information for receipt of such addenda. Any applicant who downloads the RFP from www.denvergov.org/DPW_Contract_Admin, or otherwise obtains this document, must send an e-mail to elizabeth.sample@denvergov.org with the party's contact information. It shall be conclusively presumed that the applicant did, before submitting a Response to the RFP read all addenda, posted decisions, and other items relevant to the qualifications.

F. Verification of Information: Applicants are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, Applicants are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

Section 5 - General Information: In accordance with the City Charter, the City's Manager of Public Works is charged with the management and control of public improvement projects. It is the City's expectation that this RFP and selection process will result in the selection of a Design Consultant and affiliated team to be retained in a professional capacity for the development and execution of the anticipated professional services described above.

This RFP solicitation is issued by the Manager of Public Works pursuant to the authority vested in the Manager by the Charter of the City and County of Denver. As its best interests may appear, the Manager of Public Works reserves the right to terminate, modify or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities in any submission.

This project will be administered by: The Manager of Public Works

- A. Michael Sheehan is the City representative authorized to administer the Design Services Agreement and directs and approves all services provided and work performed there under.
- B. The estimated project budget is \$2.0 Million. The City liability for expenditure of public funds pursuant to this proposal shall be contingent upon and limited to the appropriation of funds for the Agreement to the successful proposer by the Denver City Council and payment of such funds into the Treasury of the City.

- C. As part of the fee proposal submittal, each Design Consultant shall submit a complete list of classifications and hourly billing rates for all of the consultant's personnel. The hourly rate schedule shall equal payroll cost times a markup for overhead and profit. A typical list of classifications is attached hereto (Attachment 3 – *Schedule of Personnel Billing Rates*) and can be modified by the Consultant to conform to current employees, positions, titles or the needs of this project. The Consultant shall also submit for approval a list of reimbursable expenses (Attachment 4 – *Reimbursable Expenses*).
- D. The Design Consultant shall be directed by the Project Manager and work closely with the Client Agency, City regulatory agencies, all public utilities, the Construction contractor and other City agencies throughout the project life including the warranty phase. The Project Manager shall have the right to reject inaccurate or substandard work and cause such rejected work to be satisfactorily corrected without additional cost to the City.
- E. Contract Review. Proposers shall undertake a detailed review of the *Sample Design Services Agreement* (Attachment 2) and submit with their proposal a list of all questions, issues, or modifications which the Proposer would like the City to review and address, should they be selected as the top ranked proposer. The City shall assume that the Sample Design Services Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues. Therefore, all proposers are strongly advised to seek legal counsel prior to preparing such a list.
 - 1. The City anticipates that the final Agreement submitted to the selected Proposer for execution will be in a form substantially similar to Attachment 2. Consequently, the City will not enter into detailed negotiations of the terms and provisions contained in the sample agreement. Instead, the City will review the list of issues raised by the selected Proposer, address each issue at its sole discretion and provide the selected Proposer with a final executable Agreement for signature.
 - 2. In the event the City elects to make significant, material changes to the form provided or proceed with another agreement format, the City will provide the selected proposer with an opportunity to review and submit a list of issues regarding the changes or new format. The City will then address the issues raised at its sole discretion and provide the selected Proposer with a final executable Agreement for signature.
 - 3. Should the Proposer fail to execute this final Agreement, the City reserves the right to negotiate with the Proposer, terminate further negotiations and initiate negotiations with another ranked proposer or reject any or all Proposers, as its best interests may appear.

Section 6 - Insurance Required: The selected Proposer for this Project shall be required to strictly comply with the Insurance requirements set forth in the *Sample Design Services Agreement* (Attachment 2). The selected Consultant, all other primary firms and all subconsultant firms performing work or providing services for the Project will be required to obtain insurance coverage in the amounts and under the terms and conditions specified therein. As such, each Proposer shall submit with its Response in the Letter of Transmittal, a statement indicating the firm's intention to comply with the insurance requirements of this section if selected by the City to review the format and requirements, terms and conditions the Consultant and its subconsultants must comply with as a part of the Agreement for this project.

Section 7 - Proposal: Each respondent must comply with the submission requirements as outlined below. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the City.

- A. City Selection Committee:** The Selection Committee is charged with the responsibility of reviewing and evaluating all responsive submittals and other information received in accordance with the requirements of this RFP, later directives from the City and the official advertisement. In assessing the strengths and weaknesses of each respondent, the Selection Committee may, at its discretion, request clarification of any response to this RFP or other issue that may arise during the selection process. The City reserves the right to include or allow the Selection Committee to consult with any additional, non-voting “commentators” during the selection process.

1. The Selection Committee for this Project is comprised of:

Councilwoman Jeanne Robb
Chris Frampton, Civic Center Conservancy
Jack Finlaw, Mayor’s Office
Jeff Steinberg, City & County of Denver, Director of Real Estate
Erin Trapp, City & County of Denver, Director of the Dept. of Cultural Affairs (DOCA)
Suzi Latona, City and County of Denver, Facilities Manager
Michael Sheehan, City & County of Denver, Public Works - Major Project Office (Facilitator)

The City reserves the right to replace members of the Selection Committee without notice as needed, in the City’s sole discretion.

B. Selection Process Overview: The RFP selection process for the project Design Consultant will proceed, under the oversight and direction of the Project Manager in accordance with the following stages:

1. As provided for in the RFP documents, selected Design Teams, as screened by a City Selection Committee, will be invited to participate in the interview and proposal phase. The Design Selection Committee will make the final selection and recommendation following a comprehensive RFP evaluation process.
2. In making the selections under this RFP, the City and the Selection Committee will focus on the submittals and presentations of the applicants, general qualifications and prior history of performance in accordance with the selection criteria set forth in this RFP.
3. The selection process for the Design Consultant will proceed with the following stages:

Stage I: Submission of Printed Proposal, Fee Proposal, and all applicable forms

Stage II: Oral Interview

Finalists will be asked to state their understanding of the Project, offer their methodology for meeting the design criteria, and state how they will interface with the City and the internal project management team. A scope of work and fee proposal will be required.

4. At any stage, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, all as the best interests of the City may appear.

C. Selection Criteria: Proposals will be rated by the committee according to the following criteria. Teams rated the highest according to this criteria will be invited to an interview.

1. Qualifications and experience of the teams, as indicated by prior successful completion of similar projects. **(10 points)**

2. Qualifications and experience of the key individuals, (including subconsultants) who will be assigned to this project, as indicated by prior involvement in similar projects. **(15 points)**
3. Proposed approach to completion of the scope of work and understanding of the project and project issues. **(10 points)**
4. Capacity to successfully address the constraints of the established construction budget as well as strategies for providing effective life-cycle operating costs and energy efficiency benefits (Minimum Requirement: LEED-NC Silver). **(5 points)**
5. Fee Proposal, specifically, base services, reimbursables, and proposed hourly rates for key personnel will be evaluated and rated in terms of responsiveness and value. **(10 points)**
6. Workload Bonus Points: For the purpose of this solicitation, each responsive proposal should list all City contracts, contract amendments and on-call task orders executed during the 24 months preceding this Proposal due date. Each responsive proposal starts with ten (10) bonus points. Bonus points shall then be reduced at the rate of one point for every \$500,000, or fraction thereof, that has been encumbered, on any City contract, amendment or task order. If a proposer has been selected for award for 3 or more contracts within the last 12 months, proposer shall receive zero bonus points. **(10 bonus points).**

Please note: *The City is not differentiating between gross and net fees for the purposes of this calculation; the actual amount of contracts, amendments or task orders executed within the last 24 months preceding submittal date will be evaluated for reduction of bonus points. Proposers must list amount of work already contracted or currently being negotiated with the City and County of Denver (not limited to Public Works, this includes DIA and any other City department or Agency), to be evaluated for Workload Bonus Points. This includes Task Orders issued via a Master On-Call agreement.*

D. Proposal (RFP):

Proposers shall submit ten (10) paper copies of their completed RFP response and one (1) labeled Compact Disk including an electronic PDF of the entire proposal. In the event of a discrepancy between the hard copy of the RFP response and the RFP response contained on disk, the hard copy shall control.

All Proposals must be limited to the following prescribed information and be submitted in an 8 ½" x 11" format and be in a comb binder, not submitted in a loose-leaf, three-ring, hard cover binder. Pages are to be numbered in sequence and font size will be at least 11pt. font. 11½" x 17" may be used for charts or graphs that would not present well on 8 ½" x 11" size paper, and shall count as one page. If divider sheets are used, no information, written or graphic, other than the section number corresponding to the following listing is to be included on the divider sheet. Proposals shall not exceed 25 single-sided pages in length (double-side pages count as two pages). This page limit is not affected by: cover pages, divider sheets, pages related to MBE/ WBE Requirements, comments relating to the Sample Design Services Agreement, fee proposal, or any other required forms.

Part 1 Letter of Transmittal. Clearly indicate the *single contact* (principal-in-charge), mailing address, telephone and facsimile numbers.

Indicate unique features of the organization and the project team that makes the team uniquely suited to undertake this specific project.

Indicate intent to comply with all insurance requirements. Include Attachments One and Nine in this section.

Part 2 Biographical Data. Provide brief *biographical data* of the primary participant(s), including the lead designer(s) and the principal-in-charge, if different. List the names and titles of other key professional staff that are expected to work on the actual project if

awarded the contract for professional services. Indicate the expected contribution of each of these individuals as a percentage of the total effort and also his/her respective workload during the contractual period for the anticipated A/E services. Include major sub consultants. Describe: (A) the anticipated project participation/organization for this project, (B) the other major project commitments of the principals and firm(s) involved (existing and projected), and (C) staffing capacity for the actual contract if awarded. Also, state current employment levels.

Part 3 Organization and Management of the Project.

- a. Describe how the project will be organized, both internal to the design team and how coordination with the construction contractor, the using organizations and the regulatory agencies will be undertaken.
- b. Indicate what work the design consultant will self perform and what work will be performed by sub consultants and indicate by name those individuals who will be responsible for specific tasks.
- c. Indicate the management process by which the various design parameters will be integrated into the project design and how the programming documents will reflect the specific needs of the using agencies while simultaneously meeting the City's regulatory requirements. If conflicts develop, indicate how these conflicts will be resolved.
- d. Indicate how the design CPM schedule will be prepared, and name the individuals who will be responsible for preparing the schedule, and state their scheduling credentials.
- e. Indicate how the construction budget will be maintained.
- f. List any project management software that may be proposed for use on this project.

Part 4 Team Members. List the proposed subconsultants/subcontractors that will be part of the team with a brief description of services subconsultant will provide. (See Attachment 8). M/WBE Subconsultants should be designated as such. ***(Please ensure that this list matches exactly the data on the corresponding, signed, Letters of Intent.)***

Part 5 Project Experience. List no more than five (5) specific projects previously undertaken similar in scope (Design and Construction Administration), the total construction value, the name of the construction contractor, the project completion date, the construction value, the construction duration and the project owner's point of contact. Provide a list of individuals who have served (A) in a *client capacity* and (B) as the *contractor* for these projects. Include name, title, address, telephone numbers and e-mail addresses.

Part 6 Fee Proposal.

A full service proposed fee statement shall also be provided as part of the proposal. If an acceptable fee structure cannot be negotiated with any one firm, the City shall notify the next ranked firm and so on until a final agreement can be reached. The selected finalists shall submit to the City the following information as part of its comprehensive fee proposal.

- a. The proposers shall fill out, completely and to the best of their ability, the attached fee tabulation sheet (Attachment 8). Any item left blank must be noted in such a manner that demonstrates this was done intentionally (for example, "N/A"), or, if the fee for a specific item is rolled into that of another, this must be noted (for example, "In Full Service Architectural Design above"). Additional instructions are provided on Attachment 8 for clarity.
- b. The percentage cost estimates will be used to determine the ability of the proposer to meet the M/WBE goals. The ability of a firm to meet these goals is a significant factor in the final selection process.
- c. Hourly Rate Schedule and Reimbursable Expenses. (Attachments 3 and 4).

- d. Include an estimate of the number of bid packages to be included as reimbursable expenses to be included under basic services.
- e. The proposers shall include in Basic Services the cost of producing seven (7) sets of documents for each phase and bid package submittal (Master Planning/Programming, Design Development, Schematic Design, and Construction Documents) for submission to the City for reviews. The cost of miscellaneous printing required for the work shall be included under Basic Services and shall not be considered to be reimbursable expenses.
- f. Include costs in Basic Services for attending City review meetings at the completion of each phase for meetings with the Building Inspection Division and other necessary City Agencies to obtain approvals. Two complete sets of stamped construction documents, by bid package, are to be submitted to the Building Inspection Division for construction building permits.

The List of Forms Includes:

- Attachment 1 – Disclosure Form
- Attachment 3 – Personnel Billing Rates
- Attachment 4 – Reimbursable Expenses
- Attachment 5 – Joint Venture Information Form (if applicable)
- Attachment 6 – Joint Venture Affidavit (if applicable)
- Attachment 7 – M/WBE Letters of Intent
- Attachment 8 – Fee Tabulation Form
- Attachment 9 – Prime Contracts with the City and County of Denver
- Attachment 10 – McNichols Building Redevelopment Analysis

Oral Presentation:

- 1. Short Listed Proposers will be invited to make an oral presentation to the Selection Committee, as well as User and City Representatives at a time and place to be determined by the City. The tentative date is indicated in Section 1. The oral presentation shall not exceed 40 minutes in length, followed by up to twenty minutes for questions by the Selection Committee. Each proposer shall be represented by at least one member of their firm as well as selected sub consultants of their choosing.
- 2. The City and County of Denver requests the short listed design consultants in the oral interviews address their recommended scope and approach for the Phase I Redevelopment.

Section 8 – Minority and Women Business Enterprise (M/WBE) Requirements:

The Goals Committee has established the minimum percentage for this contract to be 15%

The proposer is required to list their proposed Minority and Women Business Enterprise (MWBE) participation. All requirements listed below will need to be followed by proposers when submitting their proposals.

Professional design and construction services contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (D.R.M.C.) and the Minority and Women Business Enterprise Program’s Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO), which will be incorporated into any agreement entered into as part if this selection process.

Article III, Division 1 of Chapter 28 D.R.M.C. provides for the adoption of a MBE/WBE Business Enterprise Goals Program to be administered by DSBO. As such, each proposer must comply with the terms and conditions of this division in submitting its proposal and, if awarded the Contract, in performing

all work thereunder. A proposer's failure to comply with the requirements and any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein shall render its proposal non-responsive and may constitute cause for rejection.

The MBE/WBE Business Enterprise Goals Program Ordinance and its Rules and Regulations can be reviewed by proposers on DSBO's web site at www.milehigh.com/business/do-business.

In order to comply with the proposal requirements of Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, a proposer shall either meet the specific MBE/WBE goal for this project or, in the alternative, demonstrate that the proposer has made sufficient good faith efforts to meet the goal in accordance with good faith provisions listed in D.R.M.C. 28-67.

In preparing a proposal that seeks to comply with D.R.M.C. 28-65 requirements by meeting the Project goals, proposers should consider the following instructions relating to compliance:

1. The Director of the DSBO has established a project goal for expenditures for professional design services performed for the City and County of Denver. The specific goals for this project are as stated in the Request for Proposals bound herewith.

2. In preparing its proposal to meet the goal, each proposer must complete and submit with its proposal, a List of Proposed MBEs and/or WBEs, subconsultants and suppliers. At a minimum, this list must contain the following information: the name, the address, a brief description of the supply/service to be performed, the committed level of participation expressed as a percentage and, as applicable, an actual dollar amount and any other required information for each MBE or WBE, of any tier, which the proposer intends to utilize in performing services or supplies on this Project. Only the MBEs or WBEs identified on the list and only the precise levels of participation committed to for each MBE or WBE listed on a Consultants participation page at the time the proposal is submitted will be considered in determining whether the proposer has met the MBE/WBE goal. Subsequent additions, revisions or corrections to participation will not count towards meeting the Project goal.

MBE or WBE Prime Consultant may count only the value of the work that it self-performs towards the MBE/WBE project goal. In a joint venture with a MBE(s) or WBE(s) only the portion equal to the distinct and clearly defined scope of work performed by the MBE(s) or WBE(s) counts in meeting the MBE/WBE project goal.

If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 5 working days prior to the proposal submittal**. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.

3. All MBE or WBE firms listed within the proposal document must be properly certified by the City on or before the date of proposal submission in order to count towards meeting the goal. The City maintains a MBE/and WBE Directory, which contains currently certified firms. The DSBO MBE/WBE Directory can be accessed on its website at www.milehigh.com/business/do-business. Proposers are encouraged to use this list to assist in locating MBEs and/or WBEs for the services/supplies required on the Project. Proposers are hereby notified that changes may be made to the list at anytime and the most current certification list must always be used in preparing a proposal. MBE or WBE certification does not, however, constitute a representation or warranty by the City as to the qualifications of any listed MBE or WBE firm.

4. In accordance with D.R.M.C. 28-69, DSBO will evaluate each proposal to determine the responsiveness of the proposal to the MBE/WBE requirements. In determining if a proposer identified

MBEs and/or WBEs and committed levels of participation comply with the Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C. requirements and, more specifically, met or exceed the stated MBE/WBE goal; DSBO shall base its determination solely on the information provided in the proposal document.

a. In reviewing committed levels of participation to determine whether or not the stated commitments meet the goal, DSBO will evaluate and total the levels presented using the following process. If the City requests a lump sum or maximum fee amount as part of the proposal process, DSBO will total the actual dollar amount and corresponding percentage amount of participation stated for each M/WBE firm listed. If the City does not require a lump sum or maximum fee amount as part of the proposal document, DSBO will total only the percentage amount of participation stated for each MBE or WBE firm listed.

b. If actual dollar amounts are required, DSBO will determine the exact commitment percentage for each listed MBE or WBE firm by dividing the dollar amount listed for each firm by the lump sum or maximum fee dollar amount submitted by the proposer. These individual percentages, when totaled for all listed MBEs and WBEs will establish the total committed percentage level of MBE/WBE participation that the proposer must comply with during the life of the Agreement. In all cases, the committed percentage level of MBE/WBE participation must equal or exceed the assigned MBE/WBE goal in order to comply with the Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C.

c. When calculating participation levels, percentages or dollar amounts for each listed MBE or WBE to ensure compliance with the goal, a proposer must never round up in determining whether or not the total of these amounts meets or exceeds the particular percentage goal. The goal must be met or exceeded in percentage amounts and, where applicable, in actual dollar amounts for DSBO to determine that the proposer has met or exceeded the goal.

d. On proposals where a MBE or WBE supplier is listed for participation, its participation will count one hundred percent (100%) of the value of the commercially useful function performed on contracts of less than Five Million Dollars (\$5,000,000). However, on contracts of more than Five Million Dollars (\$5,000,000) a supplier's participation will count for only sixty percent (60%) toward satisfaction of the Project goal.

e. Unless otherwise specified in a request for qualifications, request for proposal, or other proposal solicitation, all proposals for the provision of on-call services for a period of time and with no delineation of the dollar amount for specific on-call projects, the proposer need list only the anticipated percentage level of committed participation for each listed MBE or WBE, rather than specific dollar amounts.

5. In addition to the above referenced list, each proposer is required to fully complete, have executed and submitted a "MBE/WBE Letter of Intent" for each MBE or WBE listed in their proposal document as a subconsultant or supplier. **A MBE or WBE Prime Consultant needs to submit a Letter of Intent for itself.** The MBE or WBE Prime must list itself and its level of participation on the page the proposer has designated for MBE/WBE participation within its proposal submittal package. A MBE/WBE Letter of Intent form is attached hereto. This Letter of Intent is a written communication from the Proposer to the City evidencing an understanding that the Proposer has or will enter into a contractual relationship with each named MBE or WBE subconsultant and supplier. Each MBE/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's MBE certification letter for the named MBE/WBE. Proposers are urged to carefully review each Letter of Intent before submission to ensure that it is properly completed and executed by the appropriate parties. All MBE/WBE Letter/Letters of Intent shall be submitted with the proposer's proposal.

In preparing a proposal, which seeks to comply with D.R.M.C. 28-67 by demonstrating a good faith effort, proposers should consider the following instructions relating to compliance with the MBE/WBE requirements:

If any Proposer is unable to meet the designated Project goal at the time of proposal submission or elects to present a good faith effort in lieu of or in addition to attempting to meet the goal, that Proposer must submit, with or before the submission of the proposal, a detailed statement, including supporting documentation, demonstrating its good faith efforts to meet the established MBE/WBE goal in accordance with D.R.M.C 28-67. This statement shall address each of the items identified in the good faith effort.

A Proposer who fails to meet the Project goal and cannot show to the Director's satisfaction that it made an adequate good faith effort to meet the goal shall be considered non-responsive.

The statement of good faith efforts shall include a specific response to each of the following criteria, as further defined by rule or regulation. In addition, a Proposer may supplement its responses to include any additional information the Proposer believes may be relevant. Failure of a Proposer to demonstrate adequate good faith efforts as to any one (1) of the following categories shall render the overall good faith showing insufficient and the proposal non-responsive. The required MBE/WBE good faith efforts are set forth below:

- a. If pre-proposal meetings are scheduled by the City at which MBEs and WBEs may be informed of subconsulting or joint venture opportunities under a proposed negotiated professional design and construction services contract, attendance at such pre-proposal meetings is not mandatory; however, proposers are responsible for the information provided at these meetings.
- b. The proposer must solicit through all reasonable and available means the interest of all MBEs and WBEs certified in the scopes of work of the contracts. The proposer must solicit the interest of such MBE's and WBEs within sufficient time, prior to the date of the final project-specific proposal, to allow such MBEs and WBEs to respond to the solicitation. The proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- c. The proposer must select the portions of the services of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, using best efforts to break out contract services into economically feasible units to facilitate MBE and WBE participation as subconsultants or joint venturers, and for proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry and professional practice, even when the proposer would otherwise prefer to perform these with its own staff. The proposer must identify what portions of the contract will be self-performed and what portion of the contract were selected for solicitation of statements of qualification or proposals from MBEs and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a proposer to perform the services of a contract with its own staff does not relieve the proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- d. The proposer, consistent with industry and professional practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans specification, and requirements of the contract, including insurance requirements, if any, to assist them in responding to a solicitation.
- e. The proposer must negotiate in good faith with interested MBEs or WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- f. For each MBE or WBE contacted, or which the proposer contacts or attempted to subconsultant or joint venture with consistent with industry and professional practice, the proposer must supply a statement giving the reasons why the proposer and the MBE or WBE did not succeed in negotiating a subconsultant, supplier, manufacturer, manufacture's representative, broker or joint

venture agreement, as applicable.

- g. The proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE was not qualified. Such verification shall include a verified statement of the proposals received from potential or utilized subconsultants, suppliers, manufacturers, manufacturer's representatives or brokers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the proposer shall be guided by the definition of qualified in section 28-54(42). For each MBE or WBE found not to be qualified by the proposer, the verification shall include a statement giving the proposer's reasons for its conclusion. A proposer's industry or professional standing or group membership may not be the cause of rejection of an MBE or WBE. A proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- h. If requested by a solicited MBE or WBE, the proposer must make reasonable effort to assist interested MBEs and WBEs in obtaining alternative payment or performance guarantees or insurance as required by the City or by the proposer, provided that the proposer need not provide financial assistance toward this effort.
- i. If requested by a solicited MBE or WBE, the proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the proposer need not provide financial assistance toward this effort.
- j. The proposer must use the DSBO MBE/WBE directories to identify, recruit and place MBEs and WBEs.

In determining whether a proposer has satisfied good faith efforts as to a project goal, the success or failure of other proposers on the contract in meeting such project goal may be considered.

In accordance with the provisions of Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., the proposer agrees that it is committed to meeting either the MBE/WBE participation goal or the MBE/WBE participation set forth in its statement of good faith efforts. If a Good Faith Effort was performed, that documentation must be submitted in the proposer's proposal at the time of proposal submission. The proposer must indicate either commitment on a page it designates as the "Commitment to MBE/WBE Participation". This fully executed statement of commitment must be included with the proposal and must address and confirm the following understandings:

- 1. The Consultant understands it must maintain the designated MBE/WBE goal or good faith commitments throughout the life of the Agreement, in accordance with the requirements set out in D.R.M.C. 28-72.
- 2. The Consultant understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in satisfying the MBE/WBE participation goal.
- 3. The Consultant understands that if amendments or any other agreement modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO, in writing, of any agreed upon increase or decrease in the scope of work of such Agreement, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- 4. The Consultant understands that if amendments or other Agreement modifications are issued

under the Agreement and such changes result in an increase in scope of services in an Agreement or otherwise increase the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by a MBE or WBE at the time of contract award, such changes shall be contemporaneously submitted to DSBO. Those changes, of any kind or nature, that involve a changed scope of work that cannot be performed by existing project subconsultants or by the consultant, shall be subject to goals for MBEs or WBEs equal to the original goals on the Agreement. The consultant must satisfy such goals as respects to such changed scope of work by soliciting new MBEs or WBEs as applicable pursuant to D.R.M.C. 28-73, or must show each element of a modified good faith effort pursuant to D.R.M.C. 28-75(c). The consultant shall supply to the Director for approval, the modified good faith effort documentation as required by D.R.M.C. 28-75(c).

All proposers are charged with knowledge of and are solely responsible for complying with each and every provision of Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., in submitting a proposal and, if awarded, in performing the services or supplies described in the Agreement. Failure to comply with these provisions may constitute cause for rejection of a proposal or subject the selected Consultant to sanctions. These instructions are intended only to generally assist the proposer in preparing and submitting a compliant proposal, should any questions arise regarding compliance under specific circumstances, proposers must consult Divisions 1 and 3 of Article III of Chapter 28, D.R.M.C., and its accompanying Rules and Regulations and are encouraged to contact the designated DSBO project representative at (720) 913-1999.

End of RFP

APPENDED MATERIAL

Attachment 1 – Consultant Disclosure Form

Attachment 2 – Sample Design Services Agreement

Attachment 3 – Schedule of Personnel Billing Rates

Attachment 4 – Reimbursable Expenses

Attachment 5 – Joint Venture Eligibility Form

Attachment 6 – Joint Venture Affidavit

Attachment 7 – Letter of Intent

Attachment 8 – Fee Proposal Tabulation Form

Attachment–9 - Prime Contracts with the City and County of Denver

Attachment 10 – McNichols Building Redevelopment Analysis

- - **E-d** -

Attachment 1
CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
CE01251 McNichols Redevelopment Ph. I
BIDDER/CONTRACTOR/VENDOR/PROPOSER DISCLOSURE FORM

Bidding Entity's/Proposer's Name

Date this form was completed

Address

(____)_____
Telephone Number

City, State, Zip Code

Name of Officer/Owner completing this Form

INSTRUCTIONS

1. Section 20-69 of the Denver Revised Municipal Code provides that the public interest is best served by maximum disclosure of political contributions made to candidates seeking election to City office by persons transacting business with the City and County of Denver. This Disclosure Form was devised to insure that City Bidder/Contractor/Vendor/Proposers comply with all applicable requirements of Section 20-69, D.R.M.C.

2. Complete each applicable Section of this Form in accordance with the following instructions and return it to the appropriate City official as directed.

3. If your business entity has previously submitted a Form **and** the information provided in this previously submitted Form **has not changed**, you need only complete Section 6 and return the Form.

4. If your business entity has not previously submitted a Form or any of the information contained in a previously submitted Form **has changed**, you must identify in Section 1 the **name of each** of the following for your business entity: (a) any director, (b) any officer, (c) any principal, (d) any owner and (e) any shareholder who owns or controls 5% or more of your entity.

5. If you are required to complete Section 1, you must also **EITHER**:

(A) Identify in Section 2, for each person listed in Section 1, that person's spouse, if any, and any children of that person, under the age of eighteen (18);

OR

(B) Identify in Section 3, any person listed in Section 1 and any spouse or age eighteen (18) or under child of any person listed in Section 1 that made a CONTRIBUTION, as defined in D.R.M.C. 15-32, to any CANDIDATE, as also defined in D.R.M.C. 15-32, during the last five (5) years,

AND

Certify in Section 4 that, except as disclosed in Section 3, no other person listed in Section 1 or any spouse or child under the age of eighteen (18) of any person listed in Section 1 made a contribution to any candidate, as these terms are defined in D.R.M.C. 15-32, during the last five (5) years.

6. And finally, if your bid/contract/purchase order/proposal includes subcontractors, subconsultants or suppliers receiving **more than** \$100,000.00 for any work performed, materials provided or services rendered **or** your business entity has a collective bargaining agreement with any union, you must identify each such subcontractor/subconsultant/supplier and each such union in Section 5.

SECTION 1. MUST BE FILLED OUT BY ALL BIDDER/PROPOSERS/CONTRACTORS/VENDORS:

Identify below each individual having the noted relationship with the business entity listed above. Show appropriate letter in the box to the left. A = Officer, B= Director, C = Principal, D = Owner, E= Controller of 5% or more of the stock. If more than one category applies, show in second box.

- | | |
|------------------|-------------------|
| 1. [] [] _____ | 9. [] [] _____ |
| 2. [] [] _____ | 10. [] [] _____ |
| 3. [] [] _____ | 11. [] [] _____ |
| 4. [] [] _____ | 12. [] [] _____ |
| 5. [] [] _____ | 13. [] [] _____ |
| 6. [] [] _____ | 14. [] [] _____ |
| 7. [] [] _____ | 15. [] [] _____ |
| 8. [] [] _____ | 16. [] [] _____ |

EITHER FILL OUT SECTION 2 OR SECTION 3 AND SECTION 4 IF APPLICABLE.

SECTION 2. Identify below each individual that is the spouse or a child under the age of eighteen (18) of any individual listed in Section 1 above. Use the first box to designate relationship as follows; F = Spouse, G = Child under 18. Use the second box to identify relationship to person listed in Section 1 above. For example, if on Line 3 of Section 1 the name of John Doe is listed and his spouse, Jane Doe is listed on line 7 of Section 2, the number 3 should be placed in the second box of line 7 of Section 2.

- | | |
|------------------|-------------------|
| 1. [] [] _____ | 9. [] [] _____ |
| 2. [] [] _____ | 10. [] [] _____ |
| 3. [] [] _____ | 11. [] [] _____ |
| 4. [] [] _____ | 12. [] [] _____ |
| 5. [] [] _____ | 13. [] [] _____ |
| 6. [] [] _____ | 14. [] [] _____ |
| 7. [] [] _____ | 15. [] [] _____ |
| 8. [] [] _____ | 16. [] [] _____ |

SECTION 3. DISCLOSURE OF CONTRIBUTION BY PERSONS LISTED IN SECTION 1 AND DISCLOSURE OF ANY SPOUSE OR CHILD UNDER THE AGE OF EIGHTEEN (18) OF A PERSON LISTED IN SECTION 1 WHO HAS MADE A CONTRIBUTION:

List the names of any person listed in Section 1 who has made a contribution and the name of any spouse or child under the age of eighteen (18) of any person listed in Section 1 who has made a contribution during the last five (5) years. Use the first box to identify the person: A = Officer, B = Director, C = Principal, D = Owner, E = Controller of 5% or more of the stock, F = Spouse, G= Child under 18, use the second box to identify relationship of spouse or child listed to person listed in Section 1.

- | | |
|------------------|-------------------|
| 1. [] [] _____ | 9. [] [] _____ |
| 2. [] [] _____ | 10. [] [] _____ |
| 3. [] [] _____ | 11. [] [] _____ |
| 4. [] [] _____ | 12. [] [] _____ |
| 5. [] [] _____ | 13. [] [] _____ |
| 6. [] [] _____ | 14. [] [] _____ |
| 7. [] [] _____ | 15. [] [] _____ |
| 8. [] [] _____ | 16. [] [] _____ |

SECTION 4. BIDDER/CONTRACTOR/VENDOR/PROPOSER CERTIFIED STATEMENT IN LIEU OF DISCLOSURE.

I hereby certify that, except as listed above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, owner or his or her spouse or child under eighteen years of age has made a contribution, as defined in Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

Authorized Signature of Officer/Owner of Business Entity

SECTION 5. DISCLOSURE OF SUBCONTRACTORS, SUPPLIERS AND UNIONS. List the names of any unions with which your entity has a collective bargaining agreement and the names of any subcontractors or suppliers whose share of the amount to be paid by the City for this contract, purchase order or proposal will exceed One Hundred Thousand Dollars (\$100,000.00), identifying them in the box provided as follows: H = Subcontractor, I = Supplier, J = Union.

1. [] [] _____	9. [] [] _____
2. [] [] _____	10. [] [] _____
3. [] [] _____	11. [] [] _____
4. [] [] _____	12. [] [] _____
5. [] [] _____	13. [] [] _____
6. [] [] _____	14. [] [] _____
7. [] [] _____	15. [] [] _____
8. [] [] _____	16. [] [] _____

SECTION 6. CERTIFIED STATEMENT OF PREVIOUS DISCLOSURE.

I hereby certify that the information required to be disclosed by Section 20-69(d) D.R.M.C. [i.e. the information contained in responses to Sections 1, 2, 3, 4, 5 and 6 of this Form] for _____ has previously been furnished

Name of Entity

to the City and County of Denver and is on file with the City Clerk and further certify that such information is current as of the date indicated below.

Authorized Signature of Officer/Owner of
Business Entity

Date

Attachment 2

DESIGN SERVICES AGREEMENT

DESIGN SERVICES AGREEMENT

between

THE CITY AND COUNTY OF DENVER

and

Contract No. CE _____

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SAMPLE

## DESIGN SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and \_\_\_\_\_ (the "Design Consultant"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

### RECITALS:

**WHEREAS**, the City desires to obtain professional architecture and engineering design services in support of the \_\_\_\_\_ (the "Project"); and

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

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

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

## SECTION 1 – ENGAGEMENT

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

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

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

**1.04 Scope of Design Consultant's Authority.** The Design Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Design Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Design Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

## SECTION 2 – DESIGN CONSULTANT'S SERVICES

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

### **2.02 Professional Responsibility.**

- (a) All of the work performed by the Design Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work of a nature similar to the Work described in this Agreement.
- (b) The Design Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations and memoranda of policy furnished to it by the City and further

agrees to design each project in compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

- (c) All professional services, plans and specifications and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose.
- (d) All drawings, specifications and other products shall be prepared so the Project, when constructed in accordance with such drawings and specifications, is in compliance with all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City's acceptance of Construction Documents, defined herein, will be outside the scope of the Design Consultant's basic services and basic fee, and will be compensated for approval as an additional service, subject to the additional services budget for that project.
- (f) The Design Consultant shall prepare the plans, specifications and other projects for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Design Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Public Works. It shall be the responsibility of the Design Consultant to contact the reviewing agencies and determine the acceptable format for the final documents. No documents will be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.
- (g) The City reserves the right to proceed with the construction of the Project using either the City's standard general contractor bidding approach, on call contractors or using construction management techniques. The Design Consultant agrees to organize its Contract Documents for either construction technique and to coordinate the construction documents into selected bid packages, as appropriate. The City will notify the Design Consultant prior to the completion of the Design Development Design Phase which method will be used and the amount of work or the limits of construction to be included in the proposed bid package(s).
- (h) The reports, studies, drawings and specifications and other products prepared by the Design Consultant under this Agreement, when submitted by the Design Consultant to the Manager and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering skills applicable to that phase of the project.
- (i) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant or subconsultant, or an employee of the City.
- (j) The Design Consultant shall provide all professional services required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Design Consultant or its subconsultants, without additional compensation.

### **2.03 Program and Budget.**

- (a) The Design Consultant agrees to review the City's program and budget for the Project and further agrees, unless it has timely notified the City that the Project cannot be accomplished within such budget, to accomplish the Project within the intent of the program and established budget. Should the Design Consultant determine that The Project cannot be accomplished within the established budget, the Design Consultant shall immediately notify the City, in writing, so that the project scope or project budget can be reviewed and modified if necessary.
- (b) The term "Project Construction Cost" shall mean the estimated cost to the City of actually constructing the Project, but such cost shall not include any Design Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Design Consultant is required by the City to prepare drawings and specifications for such equipment. The initial Project Construction Cost will be provided to the

Design Consultant upon execution of this Agreement. ( **or 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 each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Public Works, and other user agencies or as otherwise directed by the City. Such coordination may also include field and office reviews of plans and documents as required during the development of the design for any specific project. The Design Consultant shall document all such conferences and distribute notes to the City.

#### **2.05 Personnel Assignments.**

- (a) The key professional personnel identified in **Exhibit 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 A. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.
- (d) Prior to designating an outside professional to perform subconsultant work, the Design Consultant shall submit the name of such subconsultant, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Design Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.
- (f) If the Design Consultant or a subconsultant decides to replace any of its key professional personnel, the Design Consultant shall notify the Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Design Consultant and approved in writing by the Manager, which approval shall not be unreasonably withheld.
- (g) If, during the term of this Agreement, the Manager determines that the performance of approved key personnel or a subconsultant is not acceptable, she shall notify the Design Consultant and give the Design Consultant the time which the Manager considers reasonable to correct such performance. Thereafter, she may require the Design Consultant to reassign or replace such key personnel. If the Manager notifies the Design Consultant that certain of its

key personnel or a subconsultant should be replaced, Design Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) days from the date of the Manager's notice.

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

## **2.06 Basic Services – General.**

- (a) These services shall be diligently performed by the regular professional and technical staff of the Design Consultant. In the event the Design Consultant does not have as part of its regular staff certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional consultants outside of the employ of the Design Consultant.
- (b) Prior to designating an outside professional to perform work or services under this Agreement, the Design Consultant shall submit the name of such professional, together with a resume of training and experience in work of like character and magnitude as the project being contemplated, to the City and receive prior approval in writing.
- (c) All professional consultants and subconsultants must be retained for the life of the Project to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (d) The Design Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate to each Project for each phase.
- (e) The Design Consultant shall obtain written authorization from the City before proceeding with each phase.
- (f) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized in writing by City.
- (g) The responsibilities and obligations of the Design Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

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

## **2.08 Additional Services.**

- (a) If the Design Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Design Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Design Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Design Consultant, then the Design Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in Exhibits A and B, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City.
- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
  - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in Exhibits A;
  - 2. The actual cost to the Design Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent consultants; and
  - 3. The Design Consultant's actual reproduction cost for drawings.
- (d) The Design Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Design Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

## **2.09 Surveying and Testing.**

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

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

## **2.10 Compliance with M/WBE Requirements.**

- (a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the "M/WBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Design Consultant identified in its Proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of   %. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is   %.
- (b) Under § 28-72 D.R.M.C., the Design Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Design Consultant acknowledges that:
  - (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
  - (2) If change orders or any other contract modifications are issued under the Agreement, the Design Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
  - (3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Design Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Design Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Design Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Design Consultant shall supply to the director the documentation described

in § 28-75-(c) D.R.M.C. with respect to the increased dollar value of the contract.

- (4) Failure to comply with these provisions may subject the Design Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise regarding specific circumstances, the Design Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999

### **SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**

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

**3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), in accordance with the billing rates and project budget stated in Exhibit A. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in Exhibit 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 \_\_\_\_\_ (\$ \_\_\_\_\_) unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

**3.03. Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is \_\_\_\_\_ (\$ \_\_\_\_\_).

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

**3.05 Maximum Contract Amount.**

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in Exhibit A. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash

reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

## **SECTION 4 – TERM AND TERMINATION**

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

### **4.02 Termination.**

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

## **SECTION 5 – GENERAL PROVISIONS**

### **5.01 City's Responsibilities.**

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Design Consultant at all times. However, the City does not guarantee the accuracy of any such information and

assumes no liability therefore. The Design Consultant shall notify City in writing of any information or requirements provided by the City which the Design Consultant believes to be inaccurate or inappropriate to the design or construction of the project.

- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Design Consultant.

## **5.02 Ownership of Documents.**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Design Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Design Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a "work made for hire," and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a "work made for hire," the Design Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Design Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD disks, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Agreement.

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

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

and records of the Design Consultant, involving transactions related to this Agreement.

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

**5.06 No Discrimination in Employment.** In connection with the performance of work under this Agreement, the Design Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The Design Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

**5.07 Insurance.**

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

ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- (f) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- (g) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (h) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
- (i) **Professional Liability:** Design Consultant shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.
- (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 in excess of policy limits;
    - (iii) A severability of interests, separation of insureds or cross liability provision; and
    - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
  - (2) For claims-made coverage:
    - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
  - (3) Contractor 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

## **5.08 Defense & Indemnification.**

- (a) To the fullest extent permitted by law, the Design Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Design Consultant or the Design Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Design Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Design Consultant is not named as a Defendant.
- (c) Design Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Design Consultant under the terms of this indemnification obligation. The Design Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

|           |                                |
|-----------|--------------------------------|
| Exhibit A | Scope of Work                  |
| Exhibit B | Key Personnel                  |
| Exhibit C | ACORD Certificate of Insurance |

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

Sections 1 through 5  
Exhibit A  
Exhibit B  
Exhibit C

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

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

**5.13. Conflict of Interest.**

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Design Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design Consultant by placing the Design Consultant's own interests, or the interests of any party with whom the Design Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design Consultant written notice which describes the conflict. The Design Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

**5.14 No Third Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or

third person under this Agreement. It is the express intention of the parties that any person other than the City or the Design Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

**5.17 Proprietary or Confidential Information.**

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

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

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

- (a) 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"). The Design Consultant is liable for any violations as provided in the Certification Ordinance.

- (b) The Design Consultant certifies that:
- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Design Consultant also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Design Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three days. The Design Consultant will also then terminate such subconsultant or subcontractor if within three days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
  - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (d) If Design Consultant violates any provision of this section, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section may also, at the discretion of the City, constitute grounds for disqualifying Design Consultant from submitting bids or proposals for future contracts with the City.

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

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

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

the time necessary to fully resolve any claims, matters, or actions begun within that period.”

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

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

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

Manager of Public Works  
201 West Colfax Avenue, Dept. 601  
Denver, Colorado 80202

to the Design Consultant:

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

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

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

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

**CITY AND COUNTY OF DENVER**

**ATTEST:**

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

By: \_\_\_\_\_  
JOHN W. HICKENLOOPER,  
Mayor

**RECOMMENDED AND APPROVED:**

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

By: \_\_\_\_\_  
Manager of Public Works

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No: CE \_\_\_\_\_

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

**"CITY"**

\_\_\_\_\_

By: \_\_\_\_\_

**"DESIGN CONSULTANT"**

EXHIBIT A

SCOPE OF WORK

[TO BE INSERTED]

EXHIBIT B

KEY PERSONNEL

[TO BE INSERTED]

SAMPLE

# EXHIBIT C

## ACORD CERTIFICATE OF INSURANCE



### City and County of Denver Contractor Certificate of Insurance

Contractors, Please provide this sample certificate to your insurance agent or broker.  
Certificates must mirror this sample.

Note the additional insured special instructions below.

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) \_\_\_\_\_ Date Cert Issued

PRODUCER  
Contractor's Insurance Broker Name  
Insurance Broker's Address  
Insurance Broker's Phone Number

INSURED  
Contractor's Legal Name  
Contractor's Address

INSURERS AFFORDING COVERAGE  
INSURER A General Liability Insurance Carrier  
INSURER B Auto Liability Insurance Carrier  
INSURER C Workers' Compensation Insurance Carrier  
INSURER D Other Insurance (if required)

NAIC # \_\_\_\_\_

**COVERAGES**

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

| TYPE OF COVERAGE                                                                                                                                                                                                                             | DATE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|------------------------------------|-------------------------------------|-----------|
| <b>A X GENERAL LIABILITY</b><br>COMMERCIAL GENERAL LIABILITY<br>POLICY NUMBER: _____<br>GENERAL AGGREGATE LIMIT: \$1,000,000<br>SOLICITORS' LIABILITY: \$1,000,000<br>ADVERTISING: \$1,000,000<br>PRODUCTS/COMPLETED OPERATIONS: \$2,000,000 | General Liability | Policy Number | Policy Start Date                  | Policy End Date                     | 1,000,000 |
| <b>B X AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>ALL OPERATIONS<br>SCHEDULED AUTO<br>UNINSURED AUTO<br>NON-OWNED AUTO                                                                                                                          | Auto Liability    | Policy Number | Policy Start Date                  | Policy End Date                     | 1,000,000 |
| <b>C WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b><br>EMPLOYERS' LIABILITY<br>WORKERS' COMPENSATION<br>SCHEDULED EMPLOYER<br>NON-SCHEDULED EMPLOYER                                                                                     | Workers' Comp     | Policy Number | Policy Start Date                  | Policy End Date                     | 100,000   |
| <b>D OTHER</b><br>Other Insurance (if required in the Contract)                                                                                                                                                                              |                   |               |                                    |                                     |           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL INSTRUCTIONS**  
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

**CERTIFICATE HOLDER**  
City and County of Denver  
Department of Public Works  
201 West Colfax, Dept. # 611  
Denver, Colorado 80202

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL \_\_\_\_\_ DATE WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 10 days for non payment of premium.  
AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
INSURANCE BROKER SIGNATURE: \_\_\_\_\_

ACORD 25 (2001/08) © ACORD CORPORATION 1988

**Annotations:**

- Contractor's Legal Name
- Types of insurance required in contract
- If other insurance (Builders' Risk, Professional Liability, for example) is required, it will be listed here
- Only project/contract info and additional insured in this box\*
- Verify correct address & contact information
- Policy limits must be same or greater than required in the contract
- Policy start date must be prior to effective date of the contract

\*The 'description' box must only contain project/contract detail such as the contract name and number and "The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured" with regards to the appropriate policies ONLY.

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" CAN NOT BE ADDED.

If any additional language is added to this section, the certificate will be rejected.

### *Attachment 3*

#### **SCHEDULE OF PERSONNEL BILLING RATES**

**PROPOSER:** \_\_\_\_\_

(Consultant may copy this page or modify it to conform to the services being offered)

| <b>PERSONNEL<br/>CLASSIFICATION</b> | <b>BILLING RATE<br/>PER HOUR</b> |
|-------------------------------------|----------------------------------|
| Principal                           | \$ _____                         |
| Associate Principal                 | \$ _____                         |
| Project Manager                     | \$ _____                         |
| Project Architect                   | \$ _____                         |
| Architect                           | \$ _____                         |
| Intern Architect                    | \$ _____                         |
| Senior Engineer                     | \$ _____                         |
| Engineer                            | \$ _____                         |
| Engineer In Training                | \$ _____                         |
| Urban Designer                      | \$ _____                         |
| Senior CAD Operator                 | \$ _____                         |
| CAD Operator                        | \$ _____                         |
| Licensed Surveyor                   | \$ _____                         |
| Other:                              | \$ _____                         |
| Other:                              | \$ _____                         |
| Other:                              | \$ _____                         |

## Attachment 4

### REIMBURSABLE EXPENSES

PROPOSER: \_\_\_\_\_

(Consultant may copy this page or modify it to conform to the services being offered)

The additional expenses of the Consultant for this project which may be reimbursable by the City shall include:

- (1) Actual cost of transportation and living expenses of the Consultant's Denver based personnel traveling outside of the Denver Metropolitan area, when authorized in writing by the City under this Agreement, and subject to City regulations and limitations.
- (2) Actual cost of project-related long distance telephone calls.
- (3) Actual cost of reproduction of drawings and specifications for the specific project and which are in excess of any required by the terms of the contract.

### SCHEDULE OF REIMBURSABLE EXPENSES

Submit a complete list of the type or category of anticipated or normal reimbursable expenses

| EXPENSE OR SERVICE                                               | BILLING RATE    |
|------------------------------------------------------------------|-----------------|
| Mileage outside the Denver Metropolitan area                     | \$ _____ / mile |
| Photocopies (8½" x 11", 8½" x 14", etc.) not routine to projects | \$ _____ / each |
| Diazo / Blue-line and Blackline Prints, not routine to projects  | \$ _____ / S.F. |
| Xerographic Copies or Printing (larger format sheets)            | \$ _____ / S.F. |
| Photographic Reproduction on Mylar                               | \$ _____ / S.F. |
| Diazo or Xerographic Reproduction on Mylar                       | \$ _____ / S.F. |
| Diazo or Xerographic Reproduction Erasable Sepia                 | \$ _____ / S.F. |
| Outside Materials / Services / Supplies                          | \$ _____        |
| Subconsultants                                                   | \$ _____        |
| other:                                                           | \$ _____        |
| other:                                                           | \$ _____        |
| other:                                                           | \$ _____        |
| other:                                                           | \$ _____        |

## Attachment 5

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br><b>DENVER</b><br><small>THE MILE HIGH CITY</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>JOINT VENTURE ELIGIBILITY FORM</b> | Office of Economic Development<br>Division of Small Business Opportunity<br>Compliance Unit<br>201 West Colfax Ave. Dept. 907<br>Denver, CO 80202<br>Phone: (720) 913-1999<br>Fax: (720) 913-1803 |
| <p><b>Joint Venture means</b> an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.</p> <p>The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, MBEs, WBEs or DBEs participate in this joint venture.</p> <p>Please return this form, the Joint Venture Affidavit and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least five (5) days prior to bid opening or proposal.</p> <p>If you have questions regarding this process, please contact DSBO at 720-913-1999.</p> |                                       |                                                                                                                                                                                                   |
| <b>Joint Venture Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                                                                                                                                                                                   |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       | Contact Person:                                                                                                                                                                                   |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                                                                                                                                                                                   |
| City:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | State:                                | Zip: Phone:                                                                                                                                                                                       |
| <b>Joint Venture Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                                                                                                                                                                                   |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       | Contact Person:                                                                                                                                                                                   |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                                                                                                                                                                                   |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | State:                                | Zip: Phone:                                                                                                                                                                                       |
| % Ownership:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Certifying Entity:                    | Type Certification & Date: (S/M/W or DBE)                                                                                                                                                         |
| Type of Work for which Certification was granted:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                                                                                                                                                                                   |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       | Contact Person:                                                                                                                                                                                   |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                                                                                                                                                                                   |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | State:                                | Zip: Phone:                                                                                                                                                                                       |
| % Ownership:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Certifying Entity:                    | Type Certification & Date: (S/M/W or DBE)                                                                                                                                                         |
| Type of Work for which Certification was granted:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                                                                                                                                                                                   |
| <b>General Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                                                                                                                                                                                   |
| SBE/MBE/WBE/DBE Initial Capital Contributions: \$ %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                                                                                                                                                                                   |
| Future capital contributions (explain requirements) (attach additional sheets if necessary):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                                                                                                                                                                                   |
| Source of Funds for the SBE/MBE/WBE/DBE Capital Contributions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                                                                                                                                                                                                   |
| Describe the portion of the work or elements of the business controlled by the SBE/MBE/WBE or DBE (attach additional sheets if necessary):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                                                                                                                                                                                   |
| Describe the portion of the work or elements of the business controlled by non-SBE/MBE/WBE or DBE: (attach additional sheets if necessary)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                                                                                                                                                                                   |

| JOINT VENTURE ELIGIBILITY FORM                                                                                                                                                                                                                                               |                          |                     |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------|------------------|
| General information                                                                                                                                                                                                                                                          |                          |                     |                  |
| Describe the SBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)                                                   |                          |                     |                  |
| Describe the SBE/MBE/WBE or DBE's share in the profits of the joint venture:                                                                                                                                                                                                 |                          |                     |                  |
| Describe the SBE/MBE/WBE or DBE's share in the risks of the joint venture:                                                                                                                                                                                                   |                          |                     |                  |
| Describe there roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):                                                                                                                 |                          |                     |                  |
| a. SBE/MBE/WBE or DBE joint venture participant                                                                                                                                                                                                                              |                          |                     |                  |
| b. Non- SBE/MBE/WBE or DBE joint venture participant:                                                                                                                                                                                                                        |                          |                     |                  |
| Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):                                                                                                               |                          |                     |                  |
| a. SBE/MBE/WBE or DBE joint venture participant                                                                                                                                                                                                                              |                          |                     |                  |
| b. Non- SBE/MBE/WBE or DBE joint venture participant:                                                                                                                                                                                                                        |                          |                     |                  |
| Which firm will be responsible for accounting functions relative to the joint venture's business?                                                                                                                                                                            |                          |                     |                  |
| Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?                                                                                     |                          |                     |                  |
| Please provide information relating to the approximate <u>number</u> of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the SMWBE, non-SMWBE or joint venture: |                          |                     |                  |
|                                                                                                                                                                                                                                                                              | Non- SBE/MBE/<br>WBE/DBE | SBE/MBE/<br>WBE/DBE | Joint<br>Venture |
| Management                                                                                                                                                                                                                                                                   |                          |                     |                  |
| Administrative                                                                                                                                                                                                                                                               |                          |                     |                  |
| Support                                                                                                                                                                                                                                                                      |                          |                     |                  |
| Hourly Employees                                                                                                                                                                                                                                                             |                          |                     |                  |

| JOINT VENTURE ELIGIBILITY FORM                                                                                                                                                     |                          |            |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|-------------|
| General Information                                                                                                                                                                |                          |            |             |
| Please provide the name of the person who will be responsible for hiring employees for the joint venture.                                                                          |                          |            |             |
| Who will they be employed by?                                                                                                                                                      |                          |            |             |
| Are any of the proposed joint venture employees currently employees of any of the joint venture partners?                                                                          | <input type="checkbox"/> | Yes<br>(v) | No<br>(v)   |
| If yes, please list the number and positions and indicate which firm currently employs the individual(s), (use additional sheets if necessary)                                     |                          |            |             |
| Number of employees                                                                                                                                                                |                          | Position   | Employed By |
|                                                                                                                                                                                    |                          |            |             |
|                                                                                                                                                                                    |                          |            |             |
| Attached a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners. |                          |            |             |
| List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.                  |                          |            |             |
|                                                                                                                                                                                    |                          |            |             |
| If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.             |                          |            |             |

## Attachment 6

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--|--|-------------|-------|--|------------|-------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <h3 style="margin: 0;">Joint Venture Affidavit</h3> | <div style="text-align: right;">             Office of Economic Development<br/> <b>Division of Small Business Opportunity<br/>             Compliance Unit</b><br/>             201 West Colfax Avenue, Dept. 907<br/>             Denver, CO 80202<br/>             Phone: 720-913-1999<br/>             Fax : 720-913-1803           </div> |               |  |  |             |       |  |            |       |  |
| <p>"The <u>Undersigned</u> swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the <u>Undersigned</u> covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initialing action under Federal or State laws concerning false statements".</p> |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| <table style="width: 100%; border: none;"> <tr> <td colspan="3" style="border: 1px solid black; padding: 2px;">Name of Firm:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Print Name:</td> <td colspan="2" style="border: 1px solid black; padding: 2px;">Title</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Signature:</td> <td colspan="2" style="border: 1px solid black; padding: 2px;">Date:</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |                                                                                                                                                                                                                                                                                                                                                | Name of Firm: |  |  | Print Name: | Title |  | Signature: | Date: |  |
| Name of Firm:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Print Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Title                                               |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date:                                               |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| <b>Notary Public</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| County of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | State of                                            | My Commission Expires:                                                                                                                                                                                                                                                                                                                         |               |  |  |             |       |  |            |       |  |
| Subscribed and sworn before me this _____ day of _____, 20____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     | Notary Seal                                                                                                                                                                                                                                                                                                                                    |               |  |  |             |       |  |            |       |  |
| Notary Signature: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| <table style="width: 100%; border: none;"> <tr> <td colspan="3" style="border: 1px solid black; padding: 2px;">Name of Firm:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Print Name:</td> <td colspan="2" style="border: 1px solid black; padding: 2px;">Title</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Signature:</td> <td colspan="2" style="border: 1px solid black; padding: 2px;">Date:</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |                                                                                                                                                                                                                                                                                                                                                | Name of Firm: |  |  | Print Name: | Title |  | Signature: | Date: |  |
| Name of Firm:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Print Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Title                                               |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date:                                               |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| <b>Notary Public</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| County of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | State of                                            | My Commission Expires:                                                                                                                                                                                                                                                                                                                         |               |  |  |             |       |  |            |       |  |
| Subscribed and sworn before me this _____ day of _____, 20____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     | Notary Seal                                                                                                                                                                                                                                                                                                                                    |               |  |  |             |       |  |            |       |  |
| Notary Signature: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| <table style="width: 100%; border: none;"> <tr> <td colspan="3" style="border: 1px solid black; padding: 2px;">Name of Firm:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Print Name:</td> <td colspan="2" style="border: 1px solid black; padding: 2px;">Title</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Signature:</td> <td colspan="2" style="border: 1px solid black; padding: 2px;">Date:</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |                                                                                                                                                                                                                                                                                                                                                | Name of Firm: |  |  | Print Name: | Title |  | Signature: | Date: |  |
| Name of Firm:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Print Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Title                                               |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date:                                               |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| <b>Notary Public</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| County of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | State of                                            | My Commission Expires:                                                                                                                                                                                                                                                                                                                         |               |  |  |             |       |  |            |       |  |
| Subscribed and sworn before me this _____ day of _____, 20____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     | Notary Seal                                                                                                                                                                                                                                                                                                                                    |               |  |  |             |       |  |            |       |  |
| Notary Signature: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |
| Address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                                                                                                                                                                                                                                                                                                                                |               |  |  |             |       |  |            |       |  |

## Attachment 7

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                          |                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br><b>DENVER</b><br><small>THE MILE HIGH CITY</small>                                                                                                                                                                                                                                                                                                                                                | <b>LETTER OF INTENT (LOI)</b><br><i>All lines must be completed or marked N/A for Not Applicable</i><br><i>Submit the attached completed checklist with this letter.</i> | Office of Economic Development<br>Division of Small Business Opportunity<br><b>Compliance Unit</b><br>201 West Colfax Avenue, Dept. 907<br>Denver, CO 80202<br>Phone: 720-913-1999<br>Fax: 720-913-1803 |
| Project No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Project Name:                                                                                                                                                            |                                                                                                                                                                                                         |
| <b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b><br><b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE or DBE</b>                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                          |                                                                                                                                                                                                         |
| Name of Bidder/Consultant:                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Phone:                                                                                                                                                                   |                                                                                                                                                                                                         |
| Contact Person:                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Email:                                                                                                                                                                   | Fax:                                                                                                                                                                                                    |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City:                                                                                                                                                                    | State:    Zip:                                                                                                                                                                                          |
| <b>B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier</b><br><b>This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant</b>                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                          |                                                                                                                                                                                                         |
| Name of Certified Firm:                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Phone:                                                                                                                                                                   |                                                                                                                                                                                                         |
| Contact Person:                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Email:                                                                                                                                                                   | Fax:                                                                                                                                                                                                    |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City:                                                                                                                                                                    | State:    Zip:                                                                                                                                                                                          |
| Please check the designation which applies to the certified firm.                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> MBE/WBE (✓)                                                                                                                                     | <input type="checkbox"/> SBE (✓) <input type="checkbox"/> DBE (✓)                                                                                                                                       |
| <b>Indirect Utilization:</b> If this M/WBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: _____                                                                                                                                                                                  |                                                                                                                                                                          |                                                                                                                                                                                                         |
| <b>A Copy of the M/WBE, SBE or DBE Letter of Certification must be Attached</b>                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                          |                                                                                                                                                                                                         |
| Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <b>On unit price bids only, identify which bid line items the M/WBE/SBE/DBEs scope of work or supply corresponds to.</b><br><br><div style="border: 1px solid black; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 30px; margin-bottom: 5px;"></div> |                                                                                                                                                                          |                                                                                                                                                                                                         |
| <input type="checkbox"/> Subcontractor/Subconsultant (✓)                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Supplier (✓)                                                                                                                                    | <input type="checkbox"/> Broker (✓)                                                                                                                                                                     |
| <b>Bidder</b> intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE or DBE bid amount is:                                                                                                                                                                                                                                                                             |                                                                                                                                                                          |                                                                                                                                                                                                         |
| \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | %                                                                                                                                                                        |                                                                                                                                                                                                         |
| <b>Consultant</b> intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE or DBE will perform is:                                                                                                                                                                                                                                                                                |                                                                                                                                                                          |                                                                                                                                                                                                         |
| If the fee amount of the work to be performed is requested, the fee amount, is: \$                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                          |                                                                                                                                                                                                         |
| Bidder/Consultant's Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                          | Date:                                                                                                                                                                                                   |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                          |                                                                                                                                                                                                         |
| M/WBE, SBE or DBE Firm's Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                          | Date:                                                                                                                                                                                                   |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                          |                                                                                                                                                                                                         |
| If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this <b>Letter of Intent</b> shall be null and void.                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                          |                                                                                                                                                                                                         |

COMP-FRM-012 Revised 3/10/2010

### Letter of Intent (LOI) Checklist

|                          |                                                                                                                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Completed</b>         |                                                                                                                                                                                   |
| <input type="checkbox"/> | Project Number & Project Name                                                                                                                                                     |
| <input type="checkbox"/> | Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email                                                                                     |
| <input type="checkbox"/> | Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email                                                                                        |
| <input type="checkbox"/> | Designation checked for MBE/WBE, SBE or DBE                                                                                                                                       |
| <input type="checkbox"/> | Copy of M/WBE, SBE or DBE Letter of Certification Attached                                                                                                                        |
| <input type="checkbox"/> | Scope of work performed or item supplied by M/WBE, SBE or DBE                                                                                                                     |
| <input type="checkbox"/> | Designation checked for Subcontractor/Subconsultant, Supplier or Broker                                                                                                           |
|                          | <b>If project is a hard bid...</b>                                                                                                                                                |
| <input type="checkbox"/> | Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker                                                                    |
| <input type="checkbox"/> | Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker                                                                       |
|                          | <b>If project is an RFP/RFQ...</b>                                                                                                                                                |
| <input type="checkbox"/> | Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.                                     |
| <input type="checkbox"/> | Fee amount if fee amount of work to be performed is requested.                                                                                                                    |
| <input type="checkbox"/> | Name of Subcontractor/ Subconsultant, Supplier or Broker Name is indicated if using the participation of a 2 <sup>nd</sup> tier Subcontractor/ Subconsultant, Supplier or Broker. |
| <input type="checkbox"/> | Bidder/Consultant's Signature, Title & Date                                                                                                                                       |
| <input type="checkbox"/> | M/WBE, SBE or DBE Firm's Signature, Title and Date                                                                                                                                |

# **Attachment 8** **CONSULTANT TEAM MEMBERS**

**PROPOSER:** \_\_\_\_\_

(Consultant may copy this page or modify it to conform to the services being offered)

| SERVICES PROVIDED        | NAME OF FIRM | PERCENT PARTICIPATION | M/WBE ENTERPRISE** |
|--------------------------|--------------|-----------------------|--------------------|
| ARCHITECTURAL            | _____        | _____ %               | _____              |
| STRUCTURAL ENGINEERING   | _____        | _____ %               | _____              |
| GEOTECHNICAL ENGINEERING | _____        | _____ %               | _____              |
| CIVIL ENGINEERING        | _____        | _____ %               | _____              |
| ELECTRICAL ENGINEERING   | _____        | _____ %               | _____              |
| MECHANICAL ENGINEERING   | _____        | _____ %               | _____              |
| COST ESTIMATING          | _____        | _____ %               | _____              |
| SURVEY                   | _____        | _____ %               | _____              |
| Other: _____             | _____        | _____ %               | _____              |
| Other: _____             | _____        | _____ %               | _____              |
| Other: _____             | _____        | _____ %               | _____              |
|                          |              | 100 %                 |                    |

\*\* Indicate whether the firm is an MBE or WBE

**Instructions:**

- ## Attachment Eight

**Attachment 9**

Prime Contracts with the City and County of Denver

**Current City Contracts, Amendments or Task Orders  
(Executed within the last 24 months)**

**Proposer:** \_\_\_\_\_

| CE# of Contact or<br>Task Order<br>(ex. CE12345) | Project Number<br>(ex. PZ12345_123) | Contract/Task<br>Order Execution<br>Date | Contract,<br>Amendment, or<br>Task Order<br>Amount | Amendment<br>Yes?<br>(ex. 1, 2,3...) |
|--------------------------------------------------|-------------------------------------|------------------------------------------|----------------------------------------------------|--------------------------------------|
|                                                  |                                     |                                          |                                                    |                                      |
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***Attachment 10***  
McNichols Building Redevelopment Analysis

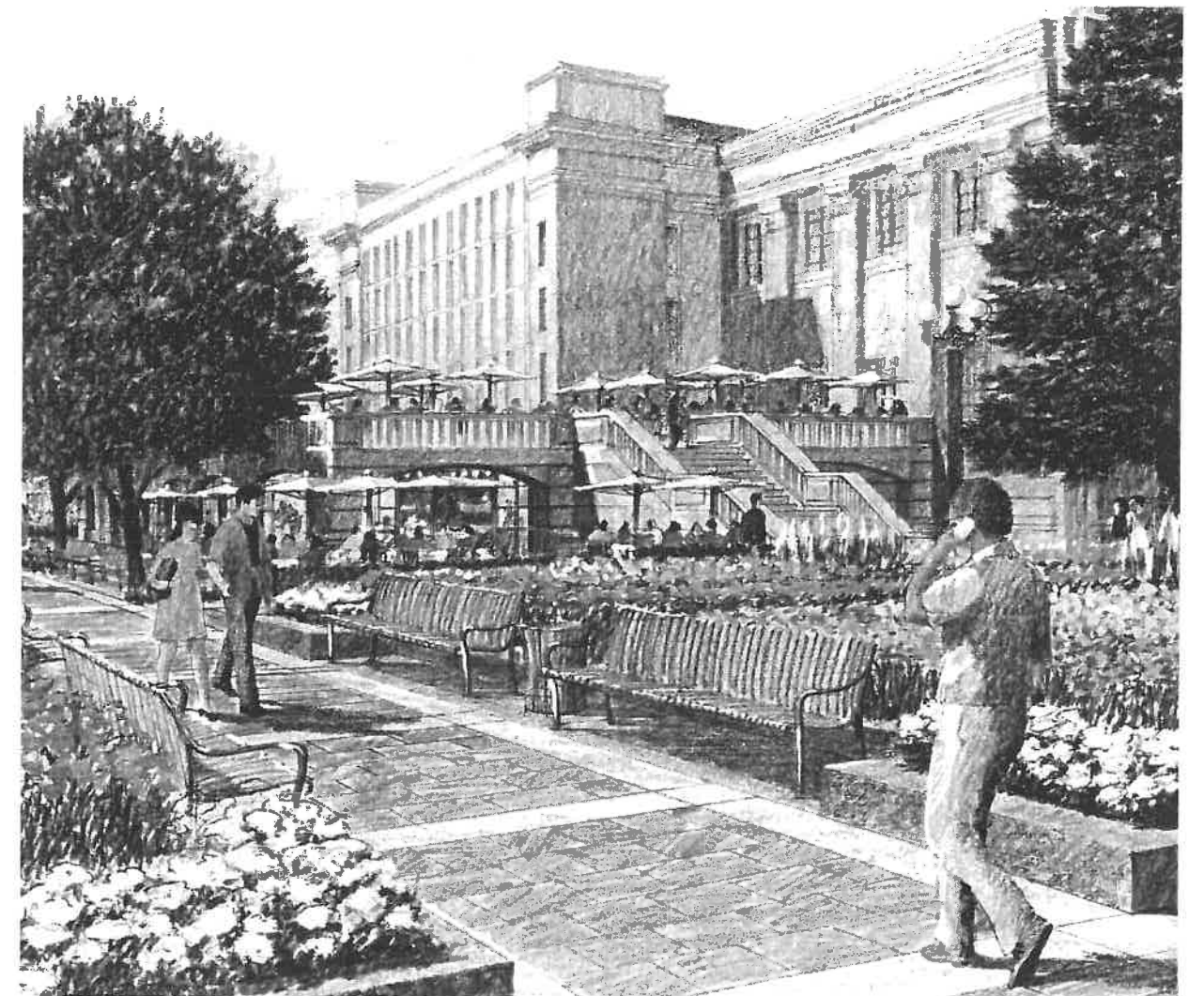
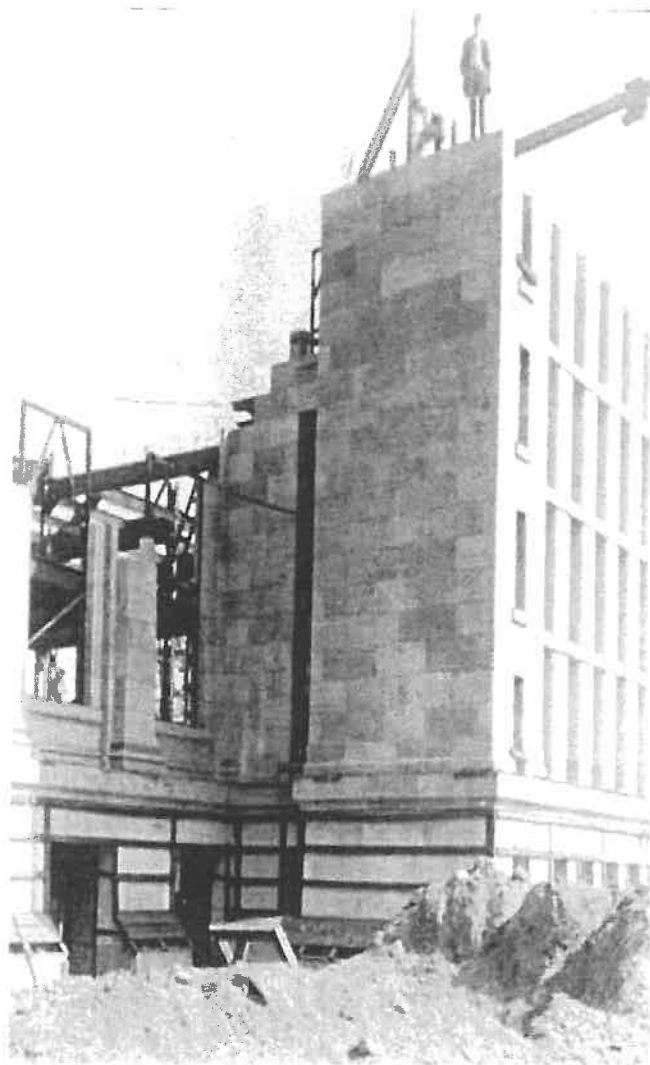


# MCNICHOLS BUILDING

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REDEVELOPMENT  
ANALYSIS

# MCNICHOLS BUILDING REDEVELOPMENT ANALYSIS

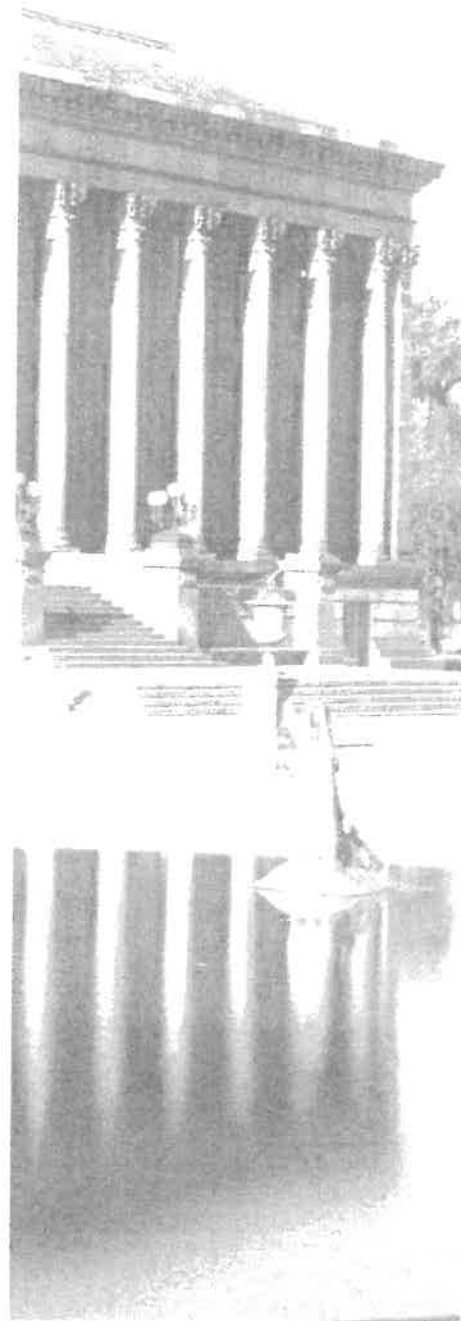




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# FOREWORD



Under the leadership of Mayor John Hickenlooper, the City and County of Denver is undertaking the rehabilitation of the McNichols Building, built as Denver's first central public library one hundred years ago. Restoring the building—which is adjacent to the prominent Civic Center Park—to public use and rehabilitating the facility as an arts, cultural and events center is part of the City's commitment to provide arts and cultural opportunities, sustain active parks and a vital downtown cultural core and to grow Denver's cultural and heritage tourism.

During the past decade numerous attempts have been made to return this historic facility to public use, and each time the general public has been engaged to discuss the highest and best use of this unique structure. Most recently, discussions to incorporate the building into the mission of the Colorado Historical Society were unsuccessful, and were followed by two rounds of public comment to consider the use of McNichols as a public cultural center (Fall 2007 and Winter 2009-2010). During the most recent public conversation, City leadership committed public and private funds to begin the work of converting the building from a 1950's era office interior to a contemporary public cultural facility. The impetus for this commitment was the first Biennial of the Americas, a celebration of the art, culture and ideas of the Americas, which debuts in July 2010 in the McNichols Building. To date, roughly \$2 million dollars have been committed to removing the 1950's era office interiors and creating a rough, open interior that will host this international-scale art and performance event this summer.

Simultaneously, City leadership engaged in a discussion of the long-term future of the building. Understanding that public funds are not available to support the operations of the building's public mission, a plan was advanced to the public that assumed a mix of public and private events to create a stream of operating support for activities in McNichols. In this latest round of public conversation, a warm reception was given to the idea of creating a public cultural facility in the building, which will feature crucial park amenities such as restrooms, a café and/or restaurant, and retail opportunities; large-scale public and private events; ongoing cultural and educational programming; and long-term office tenants.

The purpose of this document is to outline the City's goals for the building, as well as the costs for such an endeavor. Included are detailed outlines of the program plan for the building and conceptual discussions and drawings of the work that will need to be completed to fully restore McNichols to public use. Although the work has begun on the building interior, significant work remains, including restoring the original fenestration pattern and replacing the windows, rebuilding the north grand staircase entrance to the building, adding a south, park-facing entrance to the building with a large terrace, updating life-safety systems, and completing the requirements of modern code and ADA standards—all of which are described in concept and with rough cost estimates herein. Initial estimates to complete the full renovation of the facility total approximately \$15-20 million. Next, the City will work on both fund-raising (private grants, donations, other support) and implementation plans for those items that will be funded. It is likely that the building will be rehabilitated in several phases to allow the building to be restored to public use as soon as possible.

The McNichols building is a cornerstone of the City's plan to revitalize the Civic Center and its next evolution as a public facility is crucial to all discussions and planning associated with a revitalized Civic Center. We are grateful to our partners in the private sector for their continued help in restoring this jewel of the City Beautiful movement to prominence to serve Denver's citizens for decades to come.

*Erin Trapp, Director, Denver Office of Cultural Affairs  
19 May 2010*

# 1. PUBLIC VISION & CULTURAL PROGRAMMING

Public meetings were held in February and March 2010 to review public input on the potential adaptive re-use of the McNichols Building for public use. The first meeting was a Listening Session, followed by a second meeting that was focused on providing feedback.

City Council President Jeanne Robb introduced the first evening with a brief history of the McNichols Building, which has been used for City offices for roughly the past 50 years. Completed in 1910, the McNichols Building, supported by Andrew Carnegie, was originally Denver's first central public library. The three-story Greek Revival Temple was designed in classical Grecian Corinthian style with a colossal Ionic colonnade across its front. The building served as the City's central library until 1956. At which point it was significantly remodeled and occupied by Denver Water Board. Other City Departments have subsequently been housed in the building since then. During the 1956-1957 renovation, many architecturally significant elements were altered, covered, or completely removed. The grand exterior entry stairway was removed and replaced with a lower level entry and the original exterior wood windows were partially blocked and shorter aluminum sash windows installed.

## Recent RFP

City staff reviewed the McNichols re-use process to date. Most recently, a Request for Proposals (RFP) was issued to solicit proposals from private entities wishing to lead and finance the redevelopment of the building. City officials confirmed that no selection nor award was made through that process. Upon the cancellation of the RFP, city officials launched an additional phase of redevelopment. The City then engaged Tryba Architects for a 90-day contract to assist the City's process, in particular to aid City officials in reviewing issues related to converting the building to public use based on the program of amenities and activities developed through the ongoing public process, and to produce a study of what a best-of-class cultural center could look and function like.

## Initial Interior Modifications

City staff reported that initial modifications to McNichols have been undertaken with several city agencies. Environmental abatement of asbestos and other hazards was completed in 2009. Public Works then oversaw a contract to demolish the 1960's era renovation to the building. This involved the removal of mechanical mezzanines that lowered the ceilings in the buildings by eight feet in some places, as well as the removal

of interior partition walls and rooms to create large open space. Each floor now has a foot print of roughly 9,000 square feet of open space, punctuated by steel columns. Modest work is being completed to prepare the space to host the Biennial of the Americas, a City-wide public event that takes place during the month of July. Some of this work—such as a fire detection and suppression system—will complement the long-term restoration project.

Some portions of the original mosaic flooring have been uncovered; unfortunately, most of the historic mill-work and other architectural features of the building have been lost. The original window perimeters are now visible inside the building, although the portions of the windows that were blocked with cinder blocks remain obscured; city officials have received some key grants that will assist in financing the restoration of the original window spans.

Despite all that was lost, this historic building has great potential to serve and activate Civic Center Park, and to fill a need by hosting a wide-variety of events in both grand and intimate settings. The location of the building and the integrity of the architecture mean that the opportunities for civic and cultural engagement in this location are exciting and plentiful.

## Program Activities Contemplated

Erin Trapp, Director of the Denver Office of Cultural Affairs (DOCA), reviewed the previous public discussions of adaptive re-use of McNichols. Most importantly, consensus seems to exist that the highest and best use of the building is to activate and serve the adjacent Civic Center Park. Additionally, Trapp stated that the building program must have viable streams of operating revenue and become self-supporting as soon as possible. Thus, the plans for the building will need to accommodate a mix of public and private activity.

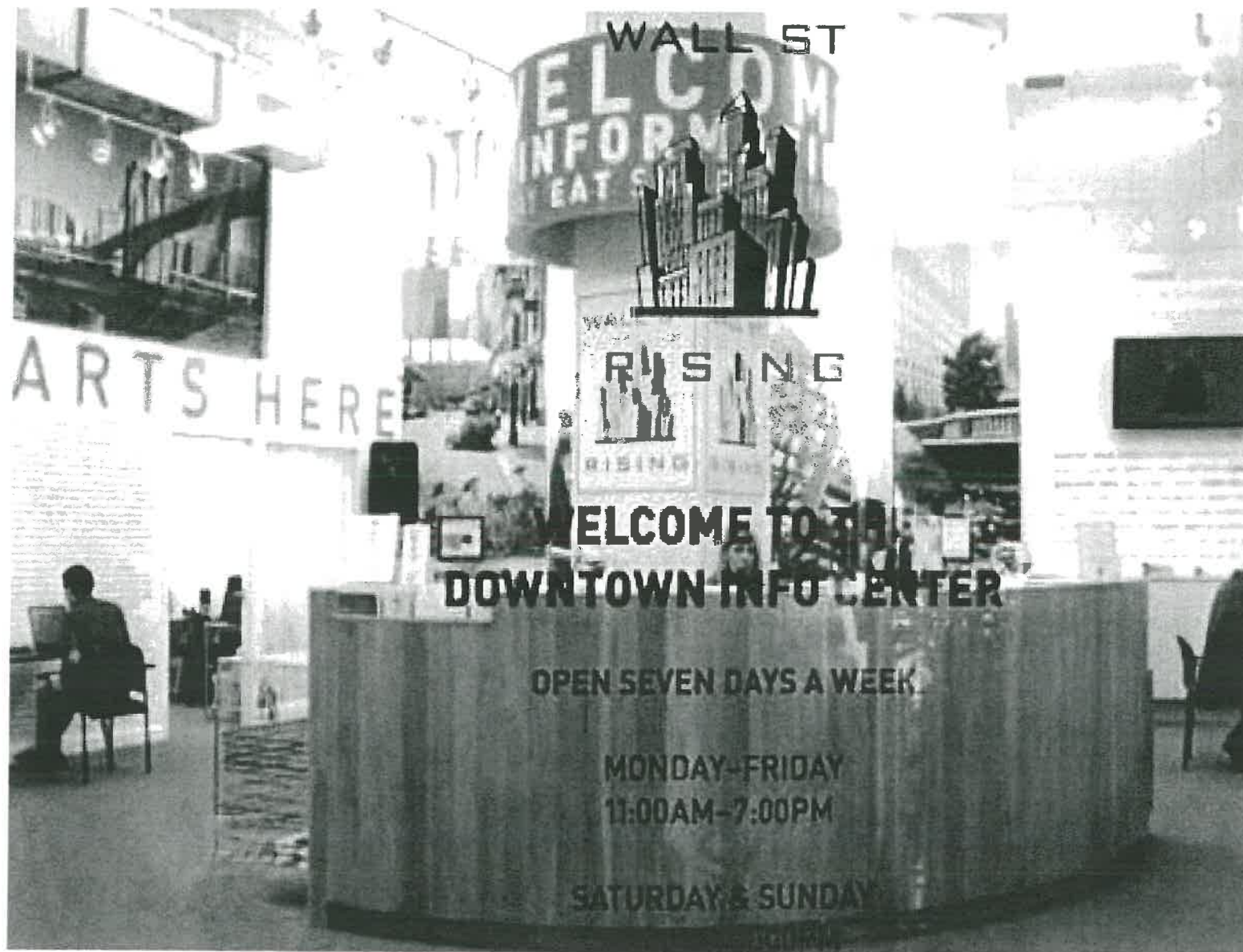
DOCA staff created five categories of programming from previous processes involving citizen input; most recently, DOCA hosted such a process in September 2007. Trapp reviewed the proposed activities, and directed the roughly 100 participants in attendance to stations where input was sought on each category of activity.

On the following pages are summaries of each activity discussed along with images indicative of these activities:

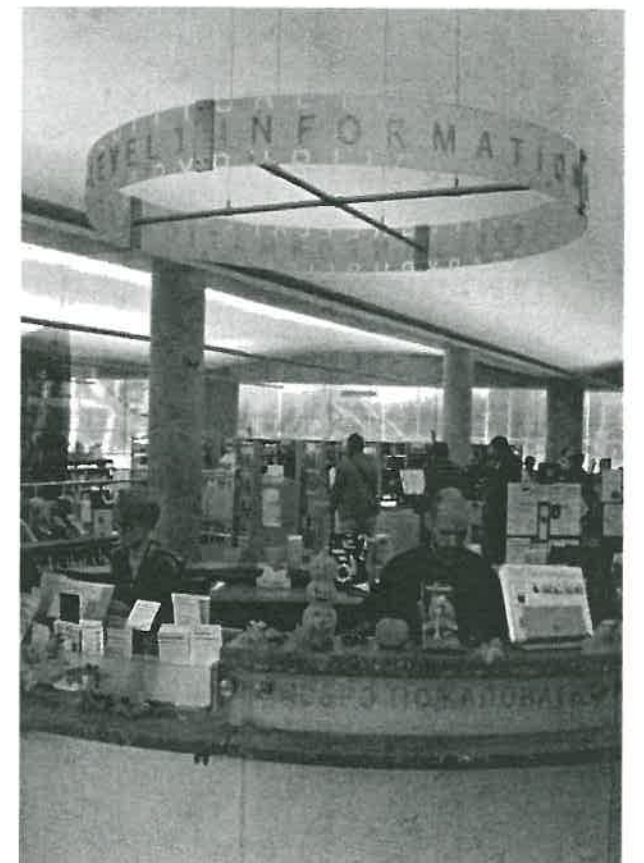
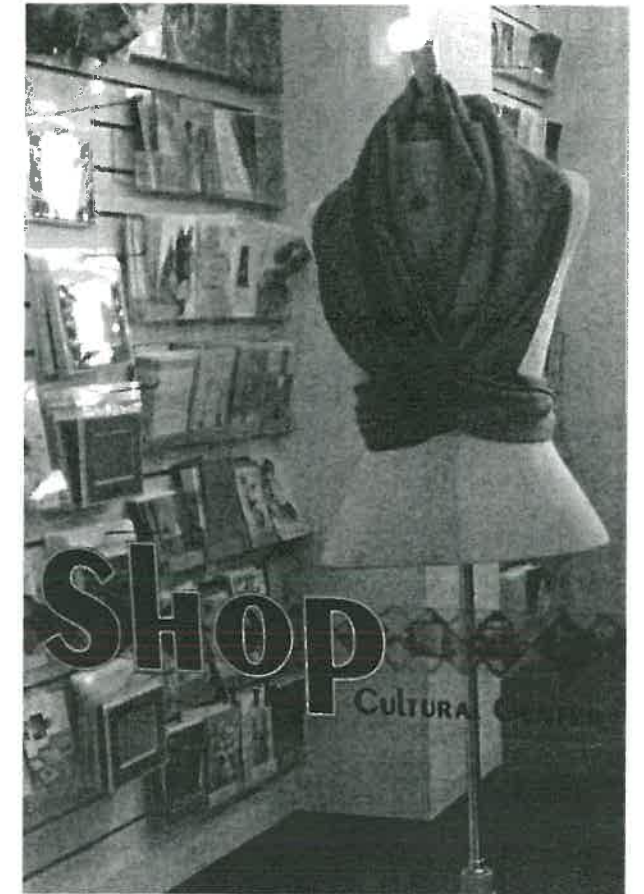
- Amenities
- Events
- Cultural & Educational Programs
- Children's Programming
- Office Space
- Other Ideas

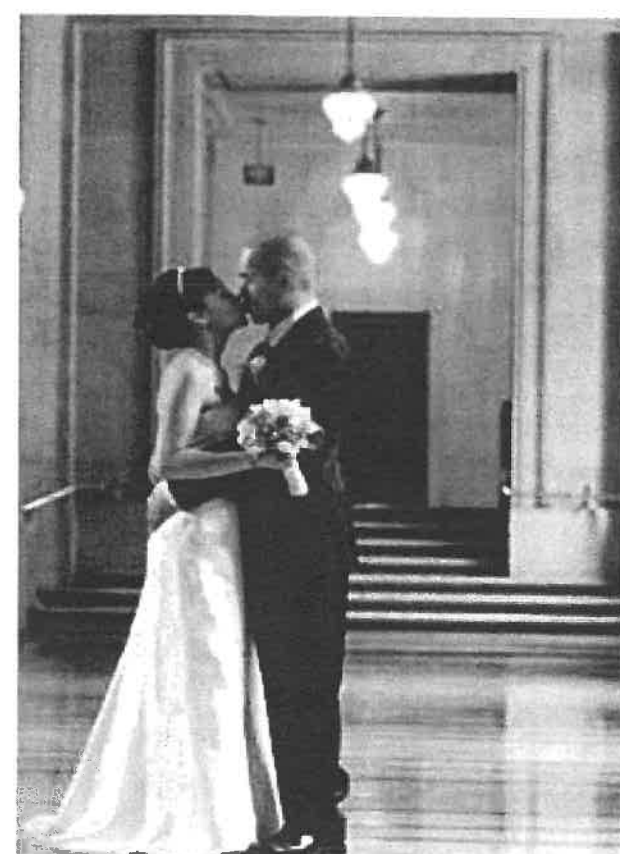
*Clockwise below: Outdoor terrace restaurant; activated adjacent walkways in Civic Center Park, Bryant Park, New York; appropriate signage and wayfinding, Millennium Park, Chicago; B-Cycle rental kiosk, Boston, Massachusetts; B-Cycle events, Bannock Street, Denver.*



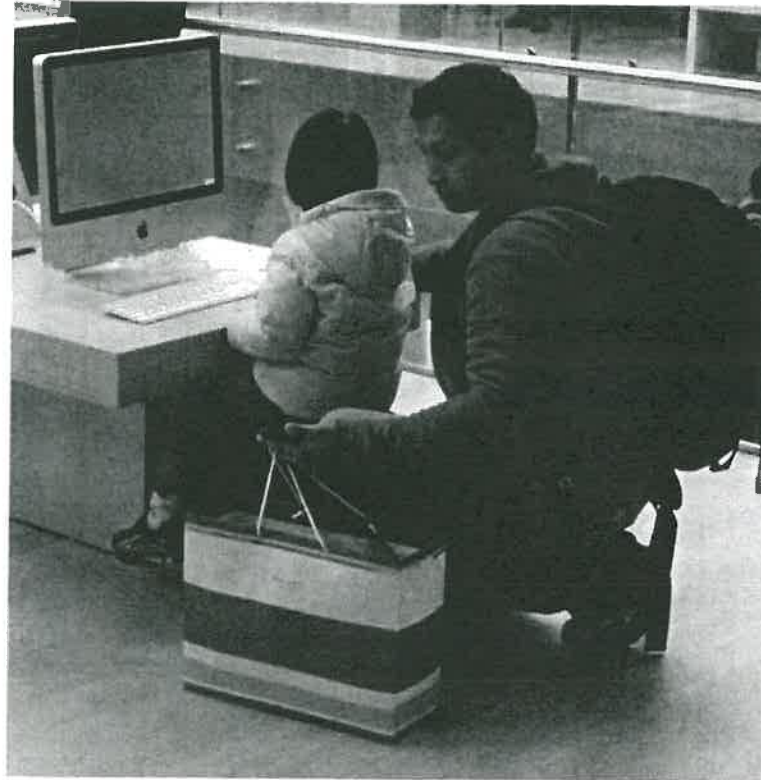


*Clockwise from the right: Gift Shop, Chicago Cultural Center; Information Center, Salt Lake City Main Library; Bonfils-Stanton Visitor Orientation Center, Denver Botanic Gardens; Information Center, Maritime Museum, Washington DC; Downtown Information Center, Lower Manhattan, New York*





*Clockwise: Grand Staircase, Chicago Cultural Center; seated dinner reception, Chicago Cultural Center; Reception, Detroit Athletic Club; wedding ceremony, San Francisco City Hall; on-site bakery and catering; rehearsal dinner, Magnolia Hall, Piedmont Park, Atlanta.*



*Clockwise: Chinese heritage day camp, Fraser, Colorado; Hi-tech, interactive, family programming, Apple Store, New York; primary school music appreciation class, Minneapolis; pre-school Thanksgiving recital, Wilshire School, Los Angeles; Chamber Tots Music Program, Wignmore Hall, United Kingdom; Educational music class, Detroit, Michigan.*



## CHILDREN'S PROGRAMMING

City officials discussed children's programming as one of the most predictable generators of everyday activation for the McNichols building, and discussed possible classes for young children (e.g., music, movement, art classes) as well as a facility for hosting private birthday parties.

Participants were split as to the appropriateness of children's activities in McNichols, with some preferring more adult civic activities and noting no shortage of children's activities in Denver, and others viewing children's programming as a good potential source of revenue that could be a useful complement to activities for young people at nearby cultural facilities.

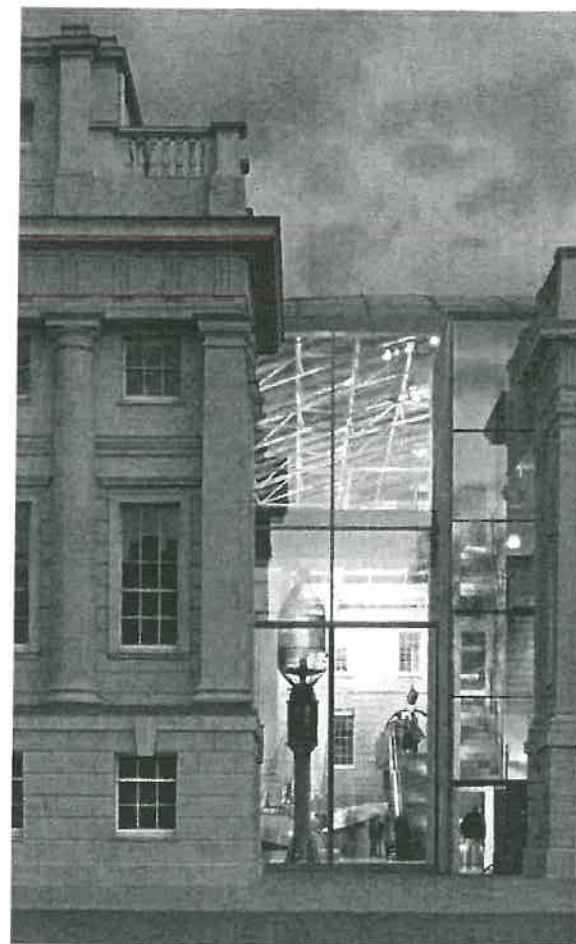
Proponents of children's programming favored **interactive classes** and workshops, civic educational options (History Museum, State Capital), puppet theatres, **craft making classes**, and an adjacent outdoor playground, merry-go-round, ice rink or other exterior space.

Many participants thought a flexible space that could be used for **birthday parties** would be useful if it could include programming such as

puppet shows, carnivals, and other themed parties.

### Outcomes:

The first floor space is proposed to include flexible space for classes and workshops, some of which could be used for children's programming. Further research will be undertaken before dedicating space for a birthday party room.



## OTHER SUGGESTIONS

A feedback station was created to capture comments that did not fit in other categories. Many of these suggestions engaged the building architecture. City officials pointed out that some of the building design will be informed by contemporary building code requirements.

There was interest from some participants in **restoring historic elements** of the building (north **staircase**, reading room volume and light, historic **window height**) and some and rejected proposals for contemporary additions to the building.

Some participants emphasized building **connectivity with the Park**, and suggested indoor/outdoor patio spaces on the south side of the building. It was suggested that a possible addition could **replace the existing parking lot** and provide transparency for the activities inside the building from the park, and include a **park terrace**.

### Outcomes:

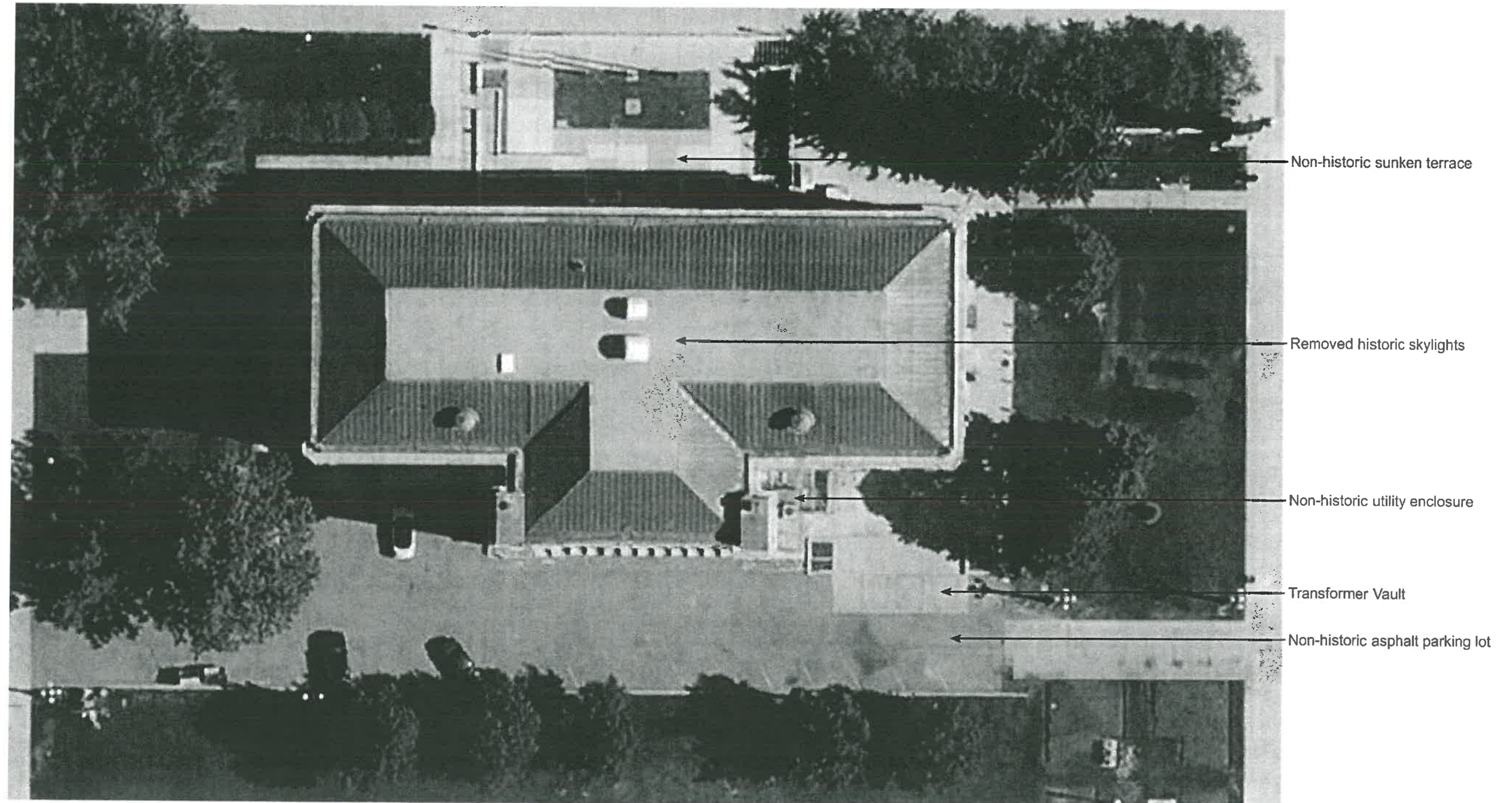
City officials agree that park connectivity is of crucial importance to the project. There seems to be consensus on the appropriateness of a

park terrace to encourage indoor/outdoor uses and provide usable outdoor space.

**Modern code requirements**—particularly concerning access to all floors and **emergency egress**—mean that changes to building circulation will need to be researched. Both budgetary realities and sensitivity to the historic architecture of the building dictate that any addition be a modest complement to the historic building. At this stage, no design has been chosen, although the city agrees that restorations of exterior elements (window spans and 2nd floor staircase entrances) are desirable.

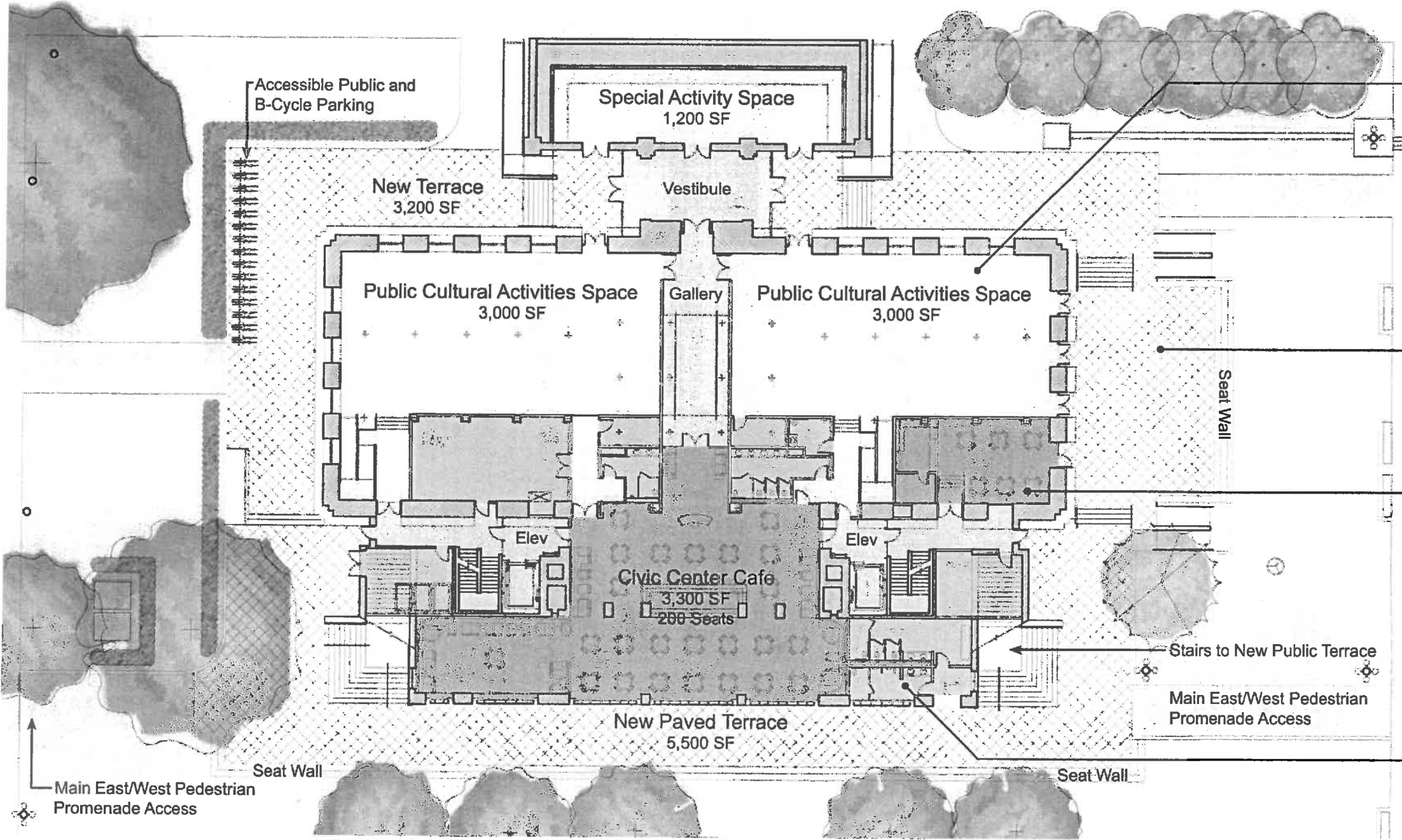
*Clockwise: Potential new stair to activate lower level for potential additional use, Example of potential new glazing in historic roof, Smithsonian National Portrait Gallery; The Historical Society of Washington, D.C. located in a former Carnegie Library; transparent glass addition to historic British National Maritime Museum, Greenwich, England; New York Public Library, Bryant Park.*

## 2. CONCEPT PLANS, SECTIONS & ELEVATIONS



N  
EXISTING SITE  
NTS

PHASE II - PUBLICLY REQUESTED PROGRAMMING



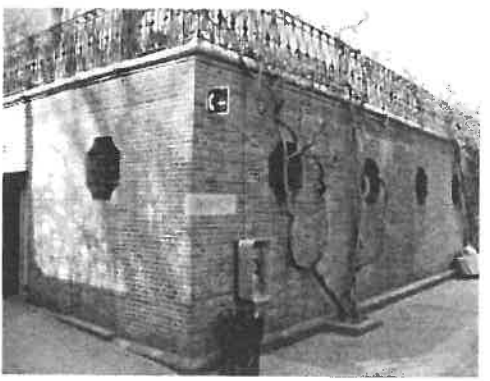
Children's education and cultural programming



Accessible Outdoor Event Terrace



Internet/Coffee Cafe



Public restrooms

N  
FAMILY ROOM (GROUND LEVEL) PLAN  
NTS

PUBLIC SPACE 7,550 SF

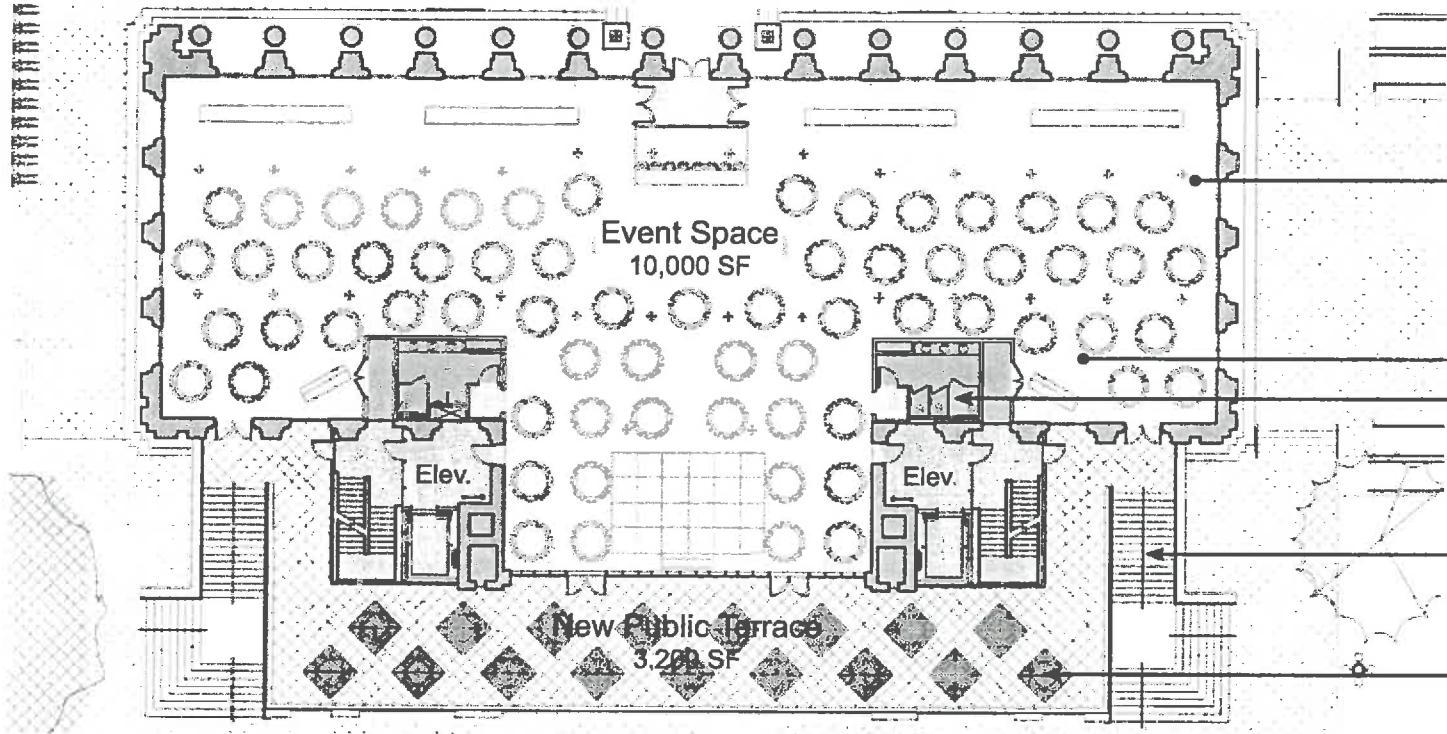
EXTERIOR TERRACE 12,700 SF

SERVICES

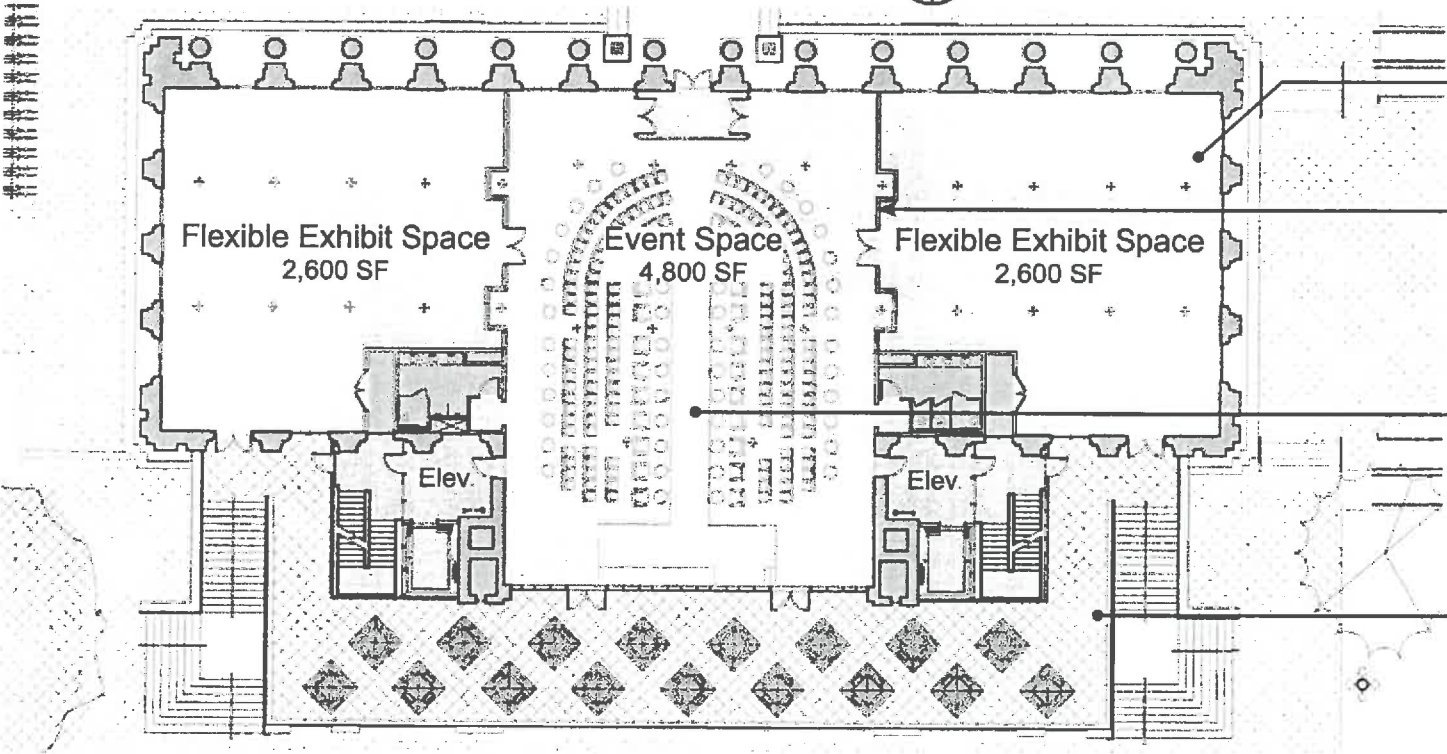
RESTAURANT/CAFE 3,950 SF

CIRCULATION 2,600 SF

# PHASE II - PUBLICLY REQUESTED PROGRAMMING



PARLOR (LEVEL 2) PLANS  
NTS



PUBLIC SPACE 10,000 SF

EXTERIOR PUBLIC SPACE 5,700 SF

CIRCULATION 1,200 SF

SERVICES



Wedding and reception events



Special Gala Events



Downtown Information Center

Movable Partitions

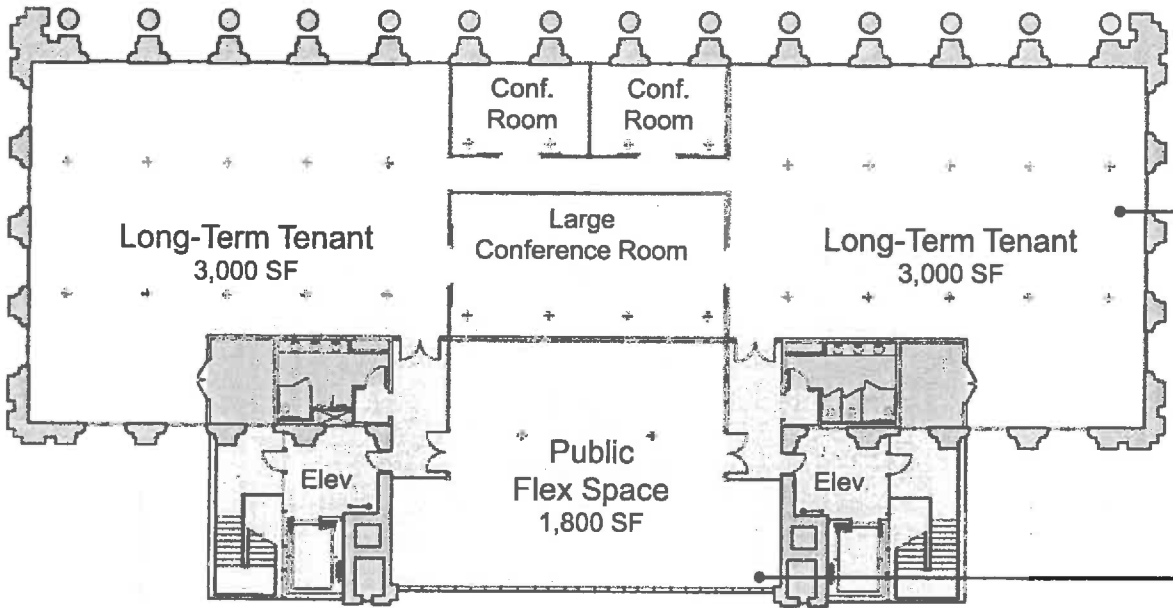


Public Seating & Overlook from Terrace



Fashion Shows

PHASE II - PUBLICLY REQUESTED PROGRAMMING



Office space



Special presentation events

 **LEVEL 3 PLAN**  
NTS

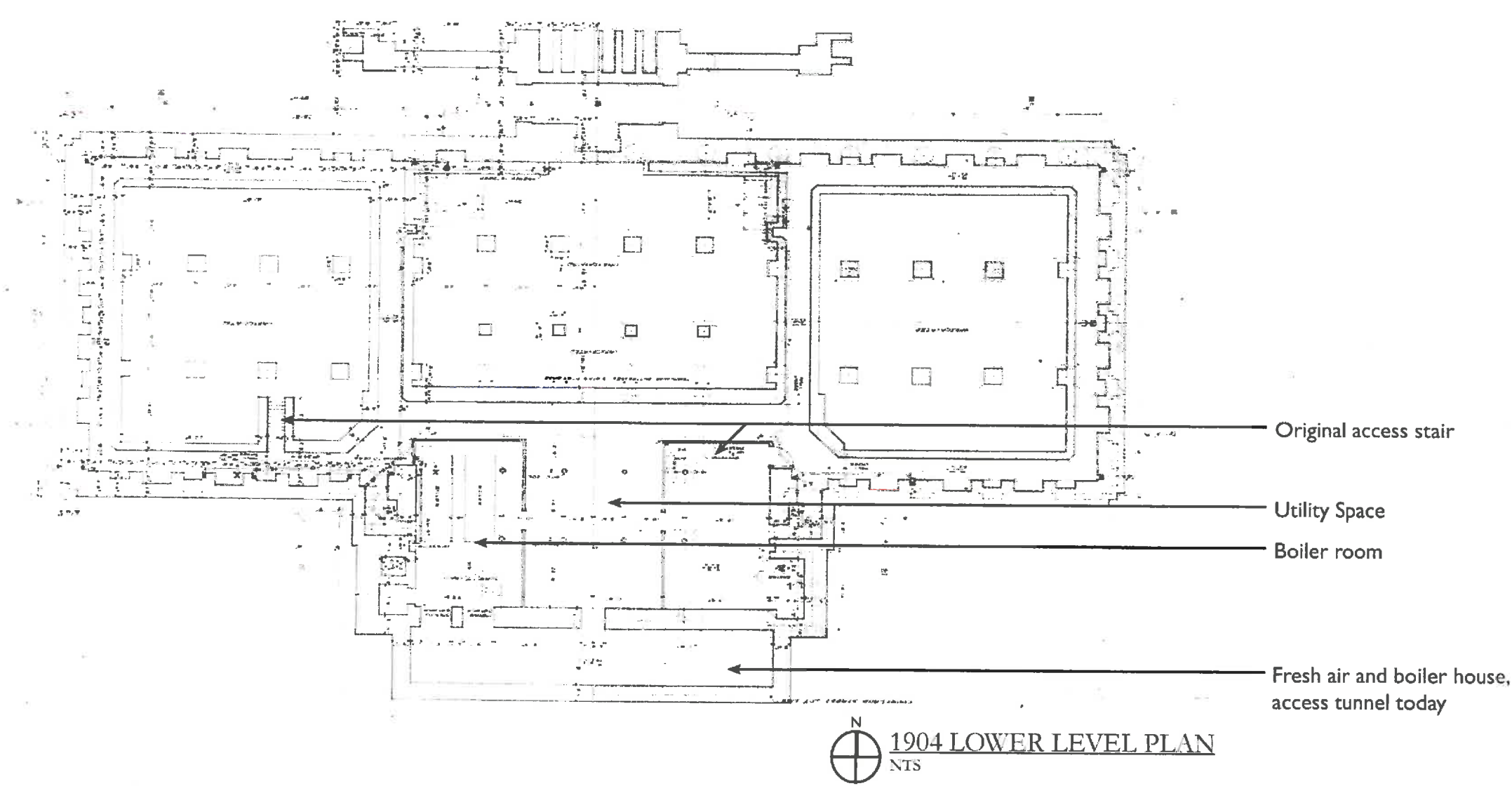
|                     |                 |
|---------------------|-----------------|
| <b>PUBLIC SPACE</b> | <b>2,900 SF</b> |
|---------------------|-----------------|

|               |                 |
|---------------|-----------------|
| <b>OFFICE</b> | <b>7,450 SF</b> |
|---------------|-----------------|

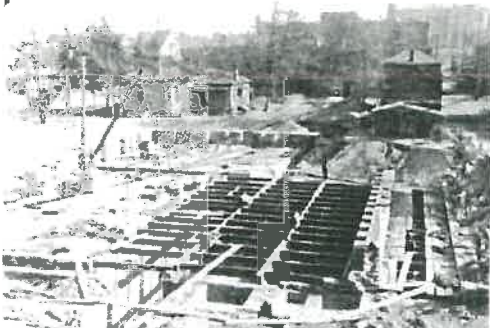
|                    |                 |
|--------------------|-----------------|
| <b>CIRCULATION</b> | <b>1,600 SF</b> |
|--------------------|-----------------|

|                 |  |
|-----------------|--|
| <b>SERVICES</b> |  |
|-----------------|--|

1904 LOWER LEVEL DRAWING



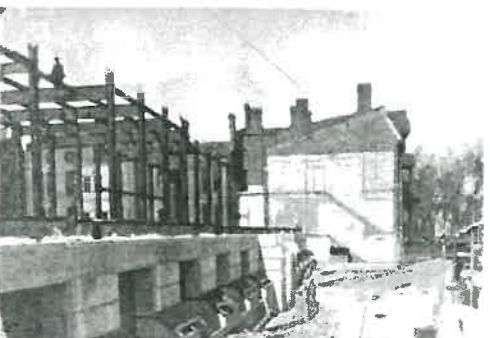
Historic construction foundation



Historic construction foundation 2

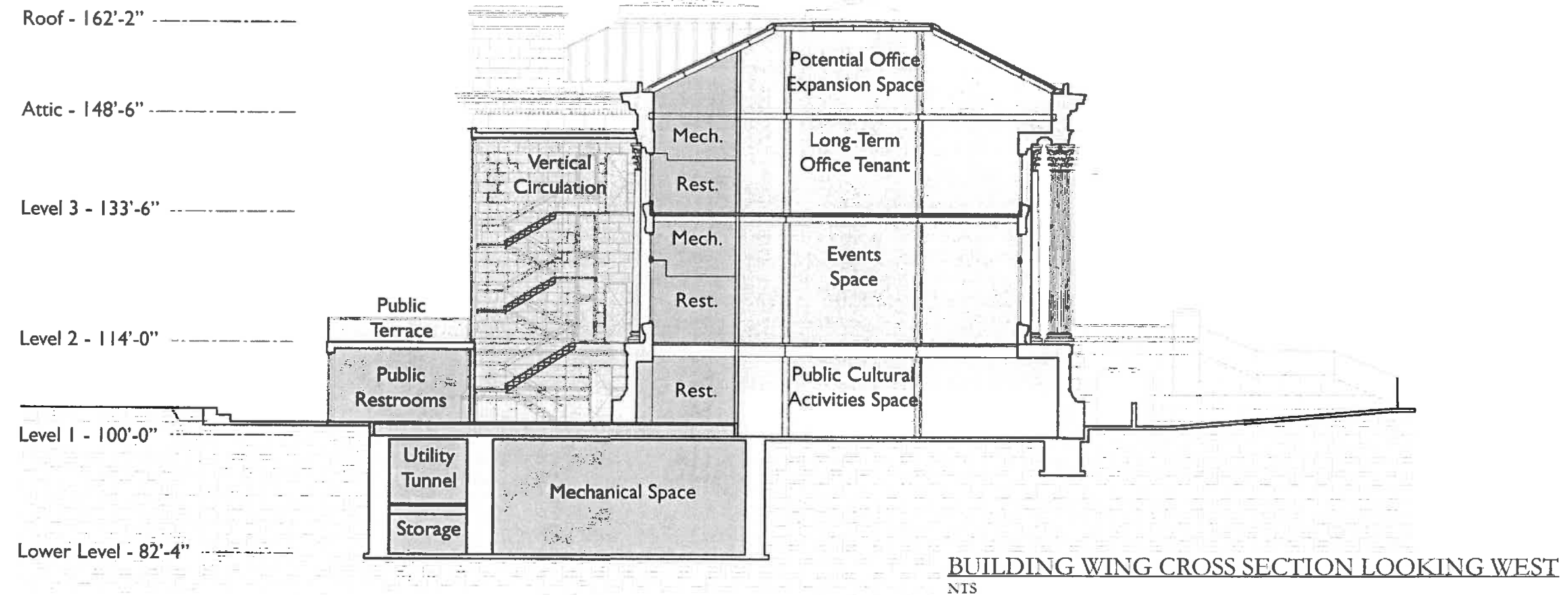
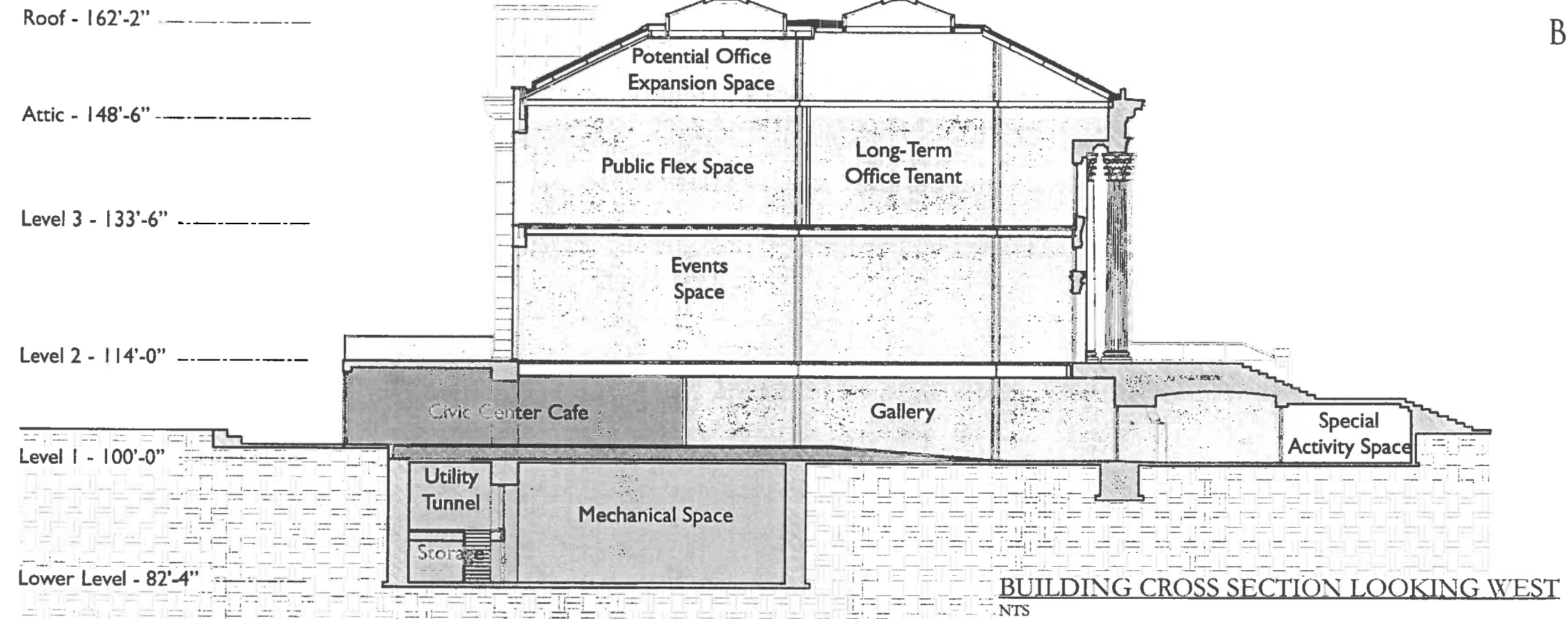


Historic construction foundation 3



Historic construction base

# BUILDING SECTIONS



A black and white photograph of the National Assembly building in Tallinn, Estonia. The building is a large, classical-style structure with a prominent portico supported by tall columns. To the left of the building, a tall, dark evergreen tree stands prominently. In the foreground, a decorative metal fence with a repeating geometric pattern runs across the frame. Several people are visible walking near the building and the fence. The sky is bright and overexposed.

A black and white photograph of the original North Elevation of the Lincoln Memorial. The building features a classical facade with a prominent pediment supported by a row of columns. The facade is composed of large, rectangular blocks. In the foreground, several vintage cars from the early 20th century are parked along the street. The image is labeled "ORIGINAL NORTH ELEVATION IMAGE" in the top right corner.

- Reveal and rehabilitate original inscription
- Potential new grand stair in original location
- Rehabilitation of fenestrations to original form and style across all fenestrations

3. CODE, FIRE AND ACCESSIBILITY ANALYSIS

This preliminary life-safety system evaluation is for the proposed McNichol's Building formerly Carnegie Library project in Denver, Colorado.

The McNichol's Building is a three story existing structure with a basement and a attic. The building will primarily be used as public and private event space with office space, retail and cafe.

Applicable Codes:

- 2010 Denver Amendments (IBCA, IFCA, IMCA, IPCA, etc)
- 2009 International Building Code
- 2009 International Mechanical Code
- 2009 International Plumbing Code
- 2009 International Fuel Gas Code
- 2008 National Electrical Code
- 2006 International Energy Conservation Code
- 2006 International Fire Code
- 2003 ANSI A117.1, Accessibility requirements
- ANSI/ASME A17.1, Safety Code for Elevators 2007

NFPA Standards Title of Publication – Date (refer to Chapter 35 of 2006 IBC and Chapter 45 of IFC as are both Amended by City and County of Denver)

- NFPA 10 Portable Fire Extinguisher – 2007
- NFPA 13 Installation of Sprinkler Systems –2007
- NFPA 14 Installation of Standpipe and Hose Systems 2007
- NFPA 24 Private Fire Service Mains, 2007
- NFPA 72 National Fire Alarm Code –2007

General Code Information:

|                   |                   |                                           |
|-------------------|-------------------|-------------------------------------------|
| Occupancy Groups: | Basement          | S-2 (Mechanical Equipment)                |
|                   | Ground Level      | A-2 (Restaurant/Cafe), B (Office/Kitchen) |
|                   | Level 2           | A-1 (Assembly Event Space)                |
|                   | Level 3           | A-1 (Assembly Event Space), B (Office)    |
|                   | Potential Level 4 | B (Office)                                |

|                            |                                                                                                                                                                                               |                                       |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Construction Type:         | II-B (Noncombustible Exterior load bearing walls, non-rated steel)                                                                                                                            |                                       |
| Areas:                     | Basement                                                                                                                                                                                      | 3,500 SF                              |
|                            | Ground Level                                                                                                                                                                                  | 17,500 SF                             |
|                            | Level 2                                                                                                                                                                                       | 11,600 SF                             |
|                            | Level 3                                                                                                                                                                                       | 11,600 SF                             |
|                            | Potential Level 4                                                                                                                                                                             | 9,000 SF                              |
|                            | Total Area                                                                                                                                                                                    | 64,800 SF                             |
|                            | Total Area (excluding Basement and Level 4)                                                                                                                                                   | 52,300 SF                             |
| Allowable Areas:           | 17,000 SF II-B construction, Fully Sprinkled, 4 Stories, Per IBC Table 503                                                                                                                    |                                       |
| Stories:                   | 4 + Basement                                                                                                                                                                                  |                                       |
| Height:                    | 62 FT to top of roof                                                                                                                                                                          |                                       |
| Sprinkler Protection:      | Provided                                                                                                                                                                                      |                                       |
| Fire Separation Distances: | IBC Tables 602 and 704.8                                                                                                                                                                      |                                       |
|                            | North:                                                                                                                                                                                        | >30ft to Centerline of Colfax Avenue  |
|                            | South:                                                                                                                                                                                        | >30ft to Civic Center Park            |
|                            | East:                                                                                                                                                                                         | >30ft to Centerline of Bannock Avenue |
|                            | West:                                                                                                                                                                                         | >30ft to Civic Center Park            |
| Exit Widths:               | For exits serving A occupancies with more than 400 occupant load. IBCA Table 1005.1.                                                                                                          |                                       |
|                            | Stairways exit capacity                                                                                                                                                                       | 0.3"/person;                          |
|                            | 48" wide stairways can accommodate                                                                                                                                                            | 160 people.                           |
|                            | Non-stairways exit capacity                                                                                                                                                                   | 0.2"/person                           |
|                            | 33" clear width door as an allowable occupant load of                                                                                                                                         | 165                                   |
|                            | (for consistency, the same exit width factors-0.3"/person for stairways and 0.2"/person for non-stairways-are used for B, M, F and S-1 occupancy group as the factors used for A occupancies) |                                       |
| Stairway Widths            | Refer to plans                                                                                                                                                                                |                                       |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Elevator Size:</b>         | Stretcher elevator, IBC 3002.4.<br>3002.4 Elevator car to accommodate ambulance stretcher.<br>Where elevators are provided in buildings four or more stories above grade plane or four or more stories below grade plane, at least one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate a 24-inch by 84-inch ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches high and shall be placed inside on both sides of the hoistway door frame. |
| <b>Elevator Lobby:</b>        | Elevator lobbies are not required per IBC Section 707.14.1 Exceptions 1 and 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Areas of Refuge:</b>       | Areas of refuge will not be provided at exit access stairways per IBC 2009 section 1007.3 Stairways exception 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Elevator Machine Room:</b> | 2-hour fire-resistance rated fire barrier with 90 minute protected openings are provided, IBC 3006.4. Machine Room ventilation is provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Hoistway Ventilation:</b>  | Hoistway ventilation is not provided, BC 3004.1 exception # 1 as the building is sprinkler protected throughout.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Elevator Recall:</b>       | Elevator recall and shunt trip requirements to comply with the Denver Policy number IBC 903.2.<br><b>Shunt Trip</b><br>Elevators are traction machine-room-less. The elevator machine room will be protected by sprinkler system per the 2007 NFPA 13 Section 8.15.5. Shunt trip circuit breakers are required per IBC 3006.5 and NFPA 72. Smoke and heat detectors shall be provided per Denver Policy number IBC 903.2. Heat and smoke detectors will be provided in the machine room.                                                                                                                                                                                                        |

|                         |                                                                                          |
|-------------------------|------------------------------------------------------------------------------------------|
| <b>Glazing:</b>         | Safety glazing shall be provided in hazardous locations described in IBC Section 2406.3. |
| <b>Toilet Fixtures:</b> | Toilet fixture count to be determined per IBC Table 2902.1                               |

**Americans With Disabilities Act Meeting Review Notes with Ed Neuberg on April 29th. 2010**

- Signage will be needed to direct disabled persons into the building and elevators, to access the raised terrace
- Both elevators should be designated as accessible routes.
- The elevator lobbies should always be accessible if building is operated 24 hours
- If building is closed, access may still be required (via elevators within the building) for after hour events on public terrace.
- Two ramps leading down to North entry is better than one. This may help in making the entrance more identifiable.
- Turning the ramp alongside the grand stair would go further in creating a path that would be easily understood by all.
- Make sure accessible entries are obvious or add signage.
- Exterior accessibility around the entire building is desirable.
- Accessibility will not be a limiting factor for the building. Any event could be used in the building, regardless of accessibility needs. Current plans address these issues.
- Two elevators are desirable. When one breaks down the building is still accessible.
- Accessibility entries from all directions aids in the ease of use of the building for disabled users.
- Due to the height of the Public Terrace the current interior Elevator and Elevator Lobby accessibility is acceptable with proper signage. A ramp would not be used by a disabled person due to its length and height.

## DESIGN REVIEW APPROVAL PROCEDURES

- B-8-G Zone District Design Standards and Guidelines
- Civic Center Design Standards and Guidelines
- Civic Center Height Restrictions per Chapter 10, RMC.
- Design Guidelines for Landmark Structures and Districts
- Development Services: Zoning Use Permit, Zoning Permit in conjunction with Building Permit, Building Permit
- Denver Fire Department will review the scope during Building Permit review
- Denver Landmark Preservation Commission (and associated design guidelines) changes to the exterior; presentation before Landmark Preservation Commission; approval prior to Building Permit submittal
- Denver Department of General Services and Revenue with assistance from Parks and Recreations for interiors modifications (Per Civic Center Guidelines)
- Federal review through Section 106 process if when Federal funds are involved.
- Sewer Use and Drainage Permit will be required due to change in plumbing fixtures volume
- Secretary of Interior Standards for the Treatment of Historic Structures
- State Capitol View Preservation Plan per Chapter 10, RMC

## 4. COSTS

| Phase I                             |       |                       |  | Total     | % of Total |
|-------------------------------------|-------|-----------------------|--|-----------|------------|
| 02000 Site Construction             |       |                       |  | 423,629   | 5.98%      |
| 03000 Concrete                      |       |                       |  | 353,204   | 4.98%      |
| 04000 Masonry                       |       |                       |  | 1,055,290 | 14.89%     |
| 05000 Metals                        |       |                       |  | 214,591   | 3.03%      |
| 06000 Woods & Plastics              |       |                       |  | 86,840    | 1.23%      |
| 07000 Thermal & Moisture Protection |       |                       |  | 137,923   | 1.95%      |
| 08000 Doors & Windows               |       |                       |  | 1,229,446 | 17.35%     |
| 09000 Finishes                      |       |                       |  | 283,933   | 4.01%      |
| 10000 Specialties                   |       |                       |  | 55,095    | 0.78%      |
| 11000 Equipment                     |       |                       |  | 0         | 0.00%      |
| 12000 Furnishings                   |       |                       |  | 0         | 0.00%      |
| 13000 Special Construction          |       |                       |  | 0         | 0.00%      |
| 14000 Conveying Systems             |       |                       |  | 240,000   | 3.39%      |
| 15000 Mechanical                    |       |                       |  | 924,682   | 13.05%     |
| 16000 Electrical                    |       |                       |  | 523,777   | 7.39%      |
| Material Tax                        |       |                       |  | 0         | 0.00%      |
| Subtotal - Hard Costs               |       |                       |  | 5,528,410 | 78.02%     |
| Overhead and Profit                 | 3.30% | % of Hard Costs Above |  | 182,438   | 2.57%      |
| Subtotal                            |       |                       |  | 5,710,848 | 80.59%     |
| General Requirements                | 6.00% | % of Hard Costs Above |  | 342,651   | 4.84%      |
| LEED Gold                           | 4.10% | % of Hard Costs Above |  | 234,145   | 3.30%      |
| Permit and Plan Check               | 0.60% | % of Hard Costs Above |  | 34,265    | 0.48%      |
| General Liability                   | 1.00% | % of Hard Costs Above |  | 57,108    | 0.81%      |
| Bond                                | 1.10% | % of Hard Costs Above |  | 62,819    | 0.89%      |
| GC Contingency                      | 5.00% | % of Hard Costs Above |  | 322,092   | 4.55%      |
| Owner Contingency                   | 5.00% | % of Hard Costs Above |  | 322,092   | 4.55%      |
| Total Hard Costs - Phase I          |       |                       |  | 7,086,020 | 100.00%    |

| Phase II                            |       |                       |  | Total     | % of Total |
|-------------------------------------|-------|-----------------------|--|-----------|------------|
| 02000 Site Construction             |       |                       |  | 1,010,121 | 11.33%     |
| 03000 Concrete                      |       |                       |  | 700,984   | 7.86%      |
| 04000 Masonry                       |       |                       |  | 1,637,180 | 18.36%     |
| 05000 Metals                        |       |                       |  | 0         | 0.00%      |
| 06000 Woods & Plastics              |       |                       |  | 40,922    | 0.46%      |
| 07000 Thermal & Moisture Protection |       |                       |  | 62,634    | 0.70%      |
| 08000 Doors & Windows               |       |                       |  | 327,210   | 3.67%      |
| 09000 Finishes                      |       |                       |  | 1,033,850 | 11.59%     |
| 10000 Specialties                   |       |                       |  | 167,960   | 1.88%      |
| 11000 Equipment                     |       |                       |  | 0         | 0.00%      |
| 12000 Furnishings                   |       |                       |  | 338,745   | 3.80%      |
| 13000 Special Construction          |       |                       |  | 150,000   | 1.68%      |
| 14000 Conveying Systems             |       |                       |  | 0         | 0.00%      |
| 15000 Mechanical                    |       |                       |  | 928,685   | 10.42%     |
| 16000 Electrical                    |       |                       |  | 558,465   | 6.26%      |
| Material Tax                        |       |                       |  | 0         | 0.00%      |
| Subtotal - Hard Costs               |       |                       |  | 6,956,756 | 78.02%     |
| Overhead and Profit                 | 3.30% | % of Hard Costs Above |  | 229,573   | 2.57%      |
| Subtotal                            |       |                       |  | 7,186,329 | 80.59%     |
| General Requirements                | 6.00% | % of Hard Costs Above |  | 431,180   | 4.84%      |
| LEED Gold                           | 4.10% | % of Hard Costs Above |  | 294,640   | 3.30%      |
| Permit and Plan Check               | 0.60% | % of Hard Costs Above |  | 43,118    | 0.48%      |
| General Liability                   | 1.00% | % of Hard Costs Above |  | 71,863    | 0.81%      |
| Bond                                | 1.10% | % of Hard Costs Above |  | 79,050    | 0.89%      |
| GC Contingency                      | 5.00% | % of Hard Costs Above |  | 405,309   | 4.55%      |
| Owner Contingency                   | 5.00% | % of Hard Costs Above |  | 405,309   | 4.55%      |
| Total Hard Costs - Phase II         |       |                       |  | 8,916,797 | 100.00%    |

### Phase I Hard Costs Narrative

The focus of Phase I construction is bringing the McNichols building back to modern day Health, Life Safety and Welfare standards. The goal is to provide a building which could be occupied post construction for a multitude of cultural, public and private events in a core and shell like state. The scope of Phase I construction will include: removal of existing non-compliant stairs, elevators, restrooms and mezzanine with structural in-fill in the remaining openings, environmental remediation of the Lower Level, general infrastructure improvements, new code compliant elevators and egress stairs, new skylight(s), finishing and preserving of exposed columns and new accessible restrooms\*. The new project fenestrations, glass enclosed stairs and elevators will be of world class caliber utilizing the latest technologies available. These technologies will provide the building with realized energy cost savings and daylighting environments similar to the original library. The new grand stair and special activity space, fire sprinkler enhancements and exterior door and window rehabilitation, which is included in the Phase I pricing, could be postponed at a savings of nearly \$2 million in hard construction costs if the project was compelled to move forward without total Phase I cost financing from either public or private entities.

\* Both add alternates scope will need to be included in the project hard cost model during Phase I construction to successfully and economically implement the two options. The Lower Level add alternate could be completed during Phase II however this may cause major disruption to tenants or events already utilizing the facility.

### Phase II Hard Costs Narrative

The Phase II construction focus is to complete the McNichols building allowing all planned interior and exterior program amenities discussed earlier in the document. The building would only produce limited income from events in its raw core and shell state. Its full potential and financial model would only be realized after completion of Phase II. Phase II construction scope includes: new public terrace overlooking civic center park with a full service restaurant below, all site terrace improvements, rehabilitation of stone masonry and entablature inscription, condensate snow melt on both grand stair and terrace, and all interior finishes. Also inclusion of the new grand stair and special activity space, fire sprinkler enhancements and exterior door/window rehabilitation would need to be included in Phase II if there were not completed during Phase I construction.

TOTAL PROJECT COSTS

Soft Costs

Renovation Design and Engineering Fees

The inherent complexity of this adaptive reuse and renovation project requires architectural design and engineering professionals that are particularly skilled at this specific type of work. The 7.5% design fee includes architecture, interior design, structural engineering, mechanical engineering, plumbing engineering, electrical engineering, life safety design, ADA accessibility design, lighting design, vertical transportation design, specifications, graphics and way finding, and historic preservation design. This fee represents current market value in this region for this type of work.

Insurance, Fees and Permits

We do not anticipate any tap fees associated with this project. Additionally, the developer will have to take out a Builder's Risk and Owner's Liability policy to work on the project. The City has specific requirements for insurance and the developer must adhere to those conditions. We have budgeted 0.90% of project costs for the insurance, which is typical on a project of this scale. Also, there will be various permits required by the Building Department, which we have estimated at approximately \$60,000. This number is based on

a percentage of hard costs, which are calculated by the City.

Legal

On a project such as McNichols, which includes acquisition legal, financing legal and tax credit legal, these fees can be high. For this reason we have budgeted 0.75% of total project costs, which amounts to approximately \$145,000.

Marketing and Development Costs

We have budgeted leasing commissions for both the retail (restaurant, café, etc.) and office space. While the hope is that no commissions will have to be paid, it is conservative to keep the line item in the budget.

Marketing, project management and development services are approximately 4.45% of total project costs. Most development fees are typically between 6-7% of total project costs. However, given the current economic environment and the competition for work, these fees have dropped. If the project were to use historic tax credits, you are able to take a 15% developer fee, but some of it must be a deferred developer fee. Depending on the agreed upon fee, a majority of the developer fee would be deferred.

Additionally, if the project were to receive

a loan or bond, the lender is going to require a market study. Because of the complexity of the project, we have budgeted \$50,000 for this fee.

Financing Costs

All lenders are going to require an appraisal of the property before they lend on the project. They want to make sure that the income levels we have projected both for the rental income and event revenue are adequate projections so they can lend the appropriate amount for the project. Lenders are also going to charge a fee of 1.00% of the total loan amount, which we have budgeted for the project. It is also important to include interest during construction in the budget, as the number is approximately \$515,000. This includes interest from the construction loan before it is paid off from fundraising, permanent loan conversion and historic tax credit equity.

## 5. POTENTIAL SOURCES OF REVENUE

| Scheduled Rent                             |       |        |           |
|--------------------------------------------|-------|--------|-----------|
| Office Rent                                |       |        |           |
|                                            |       | PSFPA  | Total     |
| Gross Potential Income                     |       | 15.00  | 157,650   |
| Vacancy                                    | 5.00% | (0.75) | (7,883)   |
| Effective Gross Income                     |       | 14.25  | 149,768   |
| Operating Expenses (Capex. Reserve \$0.35) |       | (8.50) | (89,335)  |
| Operating Expenses Reimbursement           |       | 8.15   | 85,657    |
| Office Net Operating Income                |       | 13.90  | 146,089   |
| Retail / Restaurant Rent                   |       |        |           |
|                                            |       | PSFPA  | Total     |
| Coffee/ Sandwiches                         |       | 15.00  | 10,200    |
| Civic Center Café                          |       | 15.00  | 65,220    |
| Bicycle Rental                             |       | 15.00  | 4,500     |
| Gross Potential Income                     |       | 15.00  | 79,920    |
| Vacancy                                    | 5.00% | (0.75) | (3,996)   |
| Effective Gross Income                     |       | 14.25  | 75,924    |
| Operating Expenses (Capex. Reserve \$0.35) |       | (8.50) | (45,288)  |
| Operating Expenses Reimbursement           |       | 8.15   | 43,423    |
| Retail Net Operating Income                |       | 13.90  | 74,059    |
| Total Net Operating Income                 |       |        | 220,148   |
| Event Revenue                              |       |        |           |
| Childrens Events                           |       |        | 260,000   |
| Pvt. Childrens Party Room                  |       |        | 37,500    |
| Friends of McNichols - Annual Membership   |       |        | 200,000   |
| Corporate Sponsorships                     |       |        | 100,000   |
| SCFD Tier II Designation                   |       |        | 250,000   |
| Event Rental Revenue Per Year              |       |        | 847,500   |
| No. of People Per Year                     |       |        | 75,000    |
| Food & Beverage Per Person                 |       |        | \$20.00   |
| Event Food and Beverage Revenue            |       |        | 1,500,000 |
| % Sales to McNichols                       |       |        | 6.00%     |
| Food and Beverage Revenue- McNichols       |       |        | 90,000    |
| Total Event Revenue                        |       |        | 937,500   |
| Other                                      |       |        |           |
| SCFD                                       |       |        |           |
| City General Fund                          |       |        |           |
| Total Other Revenue                        |       |        | 0         |

| Permanent Loan/ Bond Financing Assumptions      |  |            |           |
|-------------------------------------------------|--|------------|-----------|
| Interest Rate                                   |  | 4.50%      |           |
| Amortization (Yrs)                              |  | 30         |           |
| DSCR Required                                   |  | 1.300x     |           |
| Annual Debt Service (Support by Scheduled Rent) |  | 169,345    |           |
| Bond Proceeds                                   |  |            | 2,785,173 |
| Federal Historic Tax Credit Financing           |  |            |           |
| Total Eligible Basis                            |  | 11,432,779 |           |
| Tax Credit Pricing (per Credit \$)              |  | 85.00%     |           |
| Historic Tax Credits Available                  |  |            | 1,943,572 |
| Event Revenue Bond                              |  |            |           |
| Interest Rate                                   |  | 7.50%      |           |
| Amortization (Yrs)                              |  | 20         |           |
| DSCR Required                                   |  | 2.000x     |           |
| Annual Debt Service (Support by Event Rent)     |  | 468,750    |           |
| Bond Proceeds                                   |  |            | 4,848,911 |
| Gifts and Grants                                |  |            |           |
| Foundations                                     |  |            |           |
| Corporations                                    |  |            |           |
| Individuals                                     |  |            |           |
| Tenants                                         |  |            |           |
| Total                                           |  |            | 0         |

Sources of Financing

The lenders for a permanent loan/bond will use the net operating income as the amount that will be able to service the debt, both principal and interest. Lenders will use a debt service coverage ratio (DSCR) to help determine the loan proceeds. To be conservative, we have used a 1.300x DSCR for the debt that will be serviced by the rental income (office and retail spaces). In simple terms, if the annual rental income is \$100.00, the debt that could be supported under a 1.300x DSCR is \$76.92 ( $\$100.00/1.300$ ). Also for the debt supported by the rental income, we have projected a 4.50% interest rate and 30 year amortization. This assumes we are able to use the City's credit enhancement to be able to get the lower interest rate. Therefore, with a 1.300x DSCR, 4.50% interest rate and 30 year amortization, the loan proceeds would be approximately \$2,785,000.

Another source of financing is the event revenue bond, which will be paid with revenue from hosting a variety of events such as weddings, children's events, galas, business meetings, etc. This revenue is more speculative so we have been more conservative, resulting in a DSCR of 2.000x. This results in annual debt service of \$468,750 supported by revenue of \$937,500. We have also been more conservative in the interest rate and amorti-

zation using a 7.50% interest rate and 20 year amortization. The bond proceeds available using these assumptions is approximately \$4,850,000.

The McNichols Building is listed on the National Register of Historic Places and another source of financing is the Federal Historic Preservation Tax Credits, which will be used to preserve the historical integrity of the building. The tax credits are calculated on the eligible basis, which are all hard costs excluding the new addition and all soft costs, excluding brokerage commissions, multiplied by the applicable percentage (20%), then multiplied by the tax credit pricing paid by the investor. We have used a conservative number of \$0.85 per \$1.00 of tax credits. Based on our experience with historic preservation tax credits, in the past, and today during our economic recession, have yielded tax credit pricing above \$0.90.

In order to maximize the amount of tax credits available, the developer is allowed to take a 15% fee on total project costs. However, a large percentage of this fee is deferred by the Developer and is used as a source of financing.

Lastly, the final source of financing is the fundraising portion of gifts and grants. This number is the gap between the bond/loan/tax credits available and the total project costs. We have a number of nam-

ing opportunities and other fundraising options that could help fill this gap.

## 6. STANDARDS FOR EXTERIOR REHABILITATION

The concept for the McNichols Building must offer a seamless and inviting transition, and promote and encourage movement of people to, within, and from the Park. The rehabilitation will maintain the building's historic integrity and at the same time create a welcoming setting for the public.

The rehabilitation of the historic exterior will reinstate the McNichols building as an architecturally and historically significant structure, acknowledging in as Civic Center's most important feature. The rehabilitation will be accomplished in accordance with the Secretary of Interior Standards, including the Guidelines for the Treatment of Historic Properties, and in compliance with Design Guidelines of the Denver Landmark Preservation Commission.

The McNichols Building will undergo a full exterior building rehabilitation. The existing windows and doors will be replaced with new windows and doors to match the appearance of the original features.

Rehabilitation Solutions: Modifications made to the original building include a parking lot and dissimilar stone masonry covering original window forms. The interior alterations have been removed. The rehabilitation will help restore some of the original character of the 1907 building.

The current non-historic North entry is dilapidated. In light of recommendations of the Design Guidelines, section IV.c.4, a concept for a new *piano nobile* stair has been included in this document.

5. *"Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will*

*be preserved."*

Rehabilitation Solutions: Stone Masonry cleaning, stabilization, repair and reattachment of loose elements will be performed through the rehabilitation process.

Removal of installed mismatched

stone at frieze on the North side will unveil the original frieze inscription.

6. *"Deteriorated historic features will be repaired rather than replaced. Where the severity of the deterioration requires replacement of a distinctive feature, the new feature will match the old design, color, texture and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence."*

Rehabilitation Solutions: A detailed physical inspection of the entablature including the cornice, columns, pilaster capitals and projecting courses of the two buttress towers will determine the extent of stone cleaning, repair and stabilization to be performed through the rehabilitation process. Existing cementitious repairs will be replaced with patching materials formulated for the repair of sandstone, matching existing color and composition as closely as possible.

7. *"Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used."*

Rehabilitation Solutions: All surface treatments used on the building will be tested on inconspicuous areas and will be

undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. *"Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken."*

Rehabilitation Solutions: Any archeological resources found during rehabilitation will not be disturbed and protected until the Colorado Historical Society has had time to investigate any items found and a proper approach to the resource's preservation if necessary is established.

9 *"New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment."*

Rehabilitation Solutions: A new grand stairway will be constructed in the same area as the original grand stair removed during the 1957 renovation.



Left: North entrance showing building entrance at lower level, prominent mechanical vents in lieu of skylight, mismatching stone covering frieze inscription and original window openings, ca. August 2009

# CIVIC CENTER DESIGN GUIDELINES

## REHABILITATION DETAILS

### Section VI. McNichols Civic Center Building (Carnegie Library)\*

#### a. Description and Intent

*Civic Center's only building is the McNichols Civic Center Building built in 1909 as the city's public library with funds donated by Andrew Carnegie. Originally known as the Carnegie Library, it was renamed in 1999 to commemorate William H. McNichols, Jr., who served as Denver's mayor from 1963 to 1983. The building exemplifies the neoclassical design of the Beaux Arts period.*

*Designed by architect Albert Ross of New York in the Greek Revival style, the building was completed before Civic Center was designed. However, the relationship between the McNichols Building and the State Capitol is part of the organizing structure for the Park's composition. This relationship is expressed as a series of Regulating Lines (Figure 1 to the right), which also directed the design of the City and County Building, establishing a clear relationship among all the buildings.*

*The 2005 Park Master Plan recommends that the McNichols Building be rehabilitated to serve as an active public facility, supporting Park activities and as a catalyst for civic endeavors.*

#### b. Standards

1. Rehabilitation shall be the primary approach to modifications to the McNichols Building. Consult the Secretary of Interior Standards for the Treatment of Historic Buildings and the Denver Landmark Preservation Design Guidelines for accepted rehabilitation practices.
2. Preserve and rehabilitate the exterior of the McNichols Building using accepted preservation practices. Restore original materials before replacement. Refer to the 1999 Historic Structure Assessment recommendations for the rehabilitation of the exterior.
3. Rehabilitate the interior of the McNichols Building using accepted preservation practices. (Note: Interior modifications will be reviewed by the City's General Services and Revenue staff with assistance from Parks and Recreation). Encourage the restoration of the original two-story central space, respecting its volume and scale and the building's significant features. Restore original materials before replacement. Consider new construction that is compatible with the building's historic character. Ensure that removal or

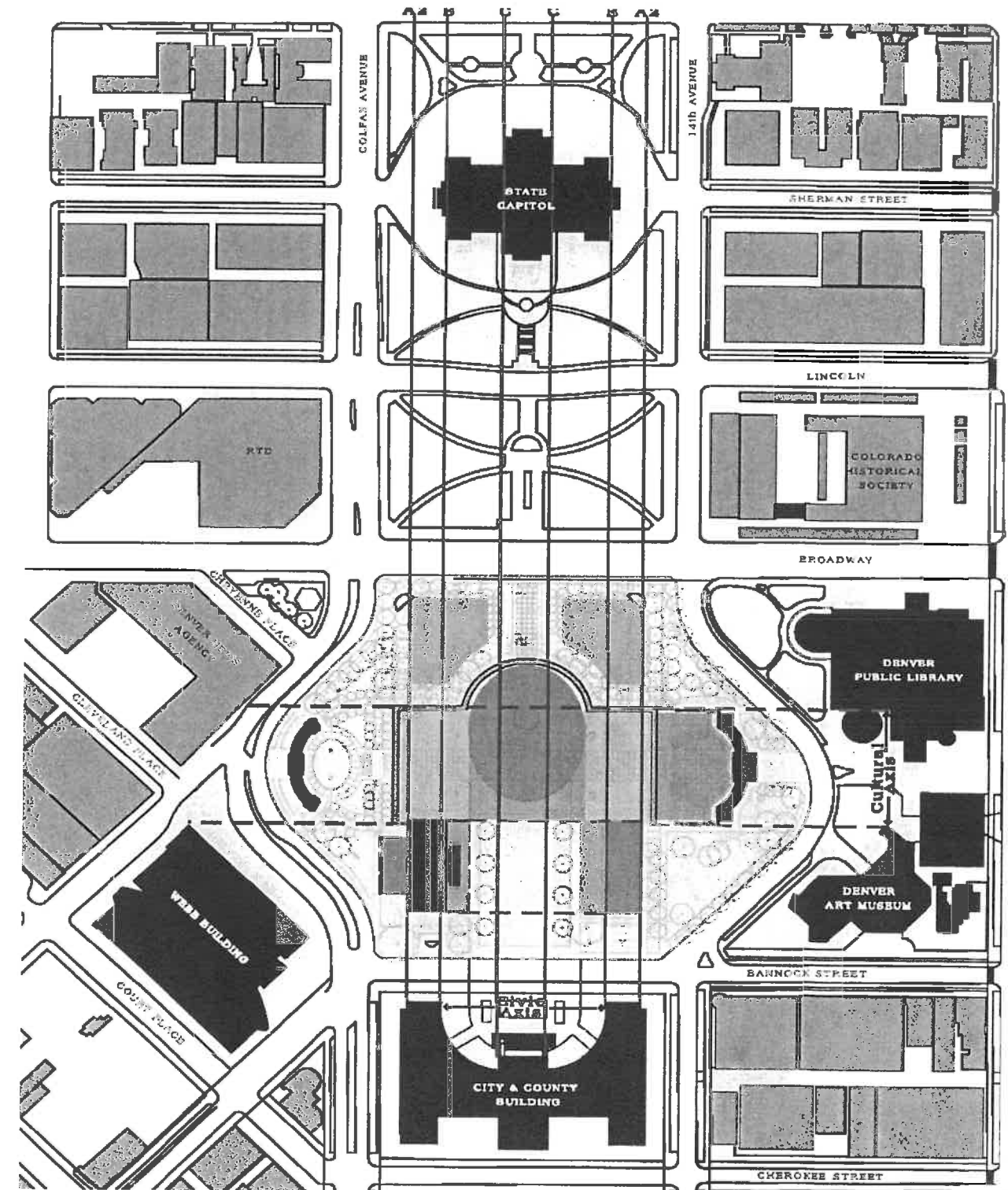


Figure 1 Regulating Lines, Civic Center Design Guidelines pg. 35

of Influence is the area between the east-west walk and the building's north facade (approximately 45 feet in width), extending for approximately 50 feet from either side of the center line of the original door.

#### Section VI. McNichols Civic Center Building (Carnegie Library) Continued

##### c. Guidelines, continued

5. For construction elements, use materials compatible with the McNichols Buildings neoclassical design. Allow the use of the new, contemporary materials complementing the Park's original materials and compatible with the Park's neoclassical design. Install materials in keeping with their original design and composition.

Acceptable primary materials for three-dimensional features, such as walls, columns or structures are:

Turkey Creek Sandstone or a substitute consistent in color, texture and finish. Granite compatible with the neoclassical aesthetic and used in a manner similar to the existing granite. Civic Center Concrete in a color, finish, texture and

quality compatible with the materials of the building facade.

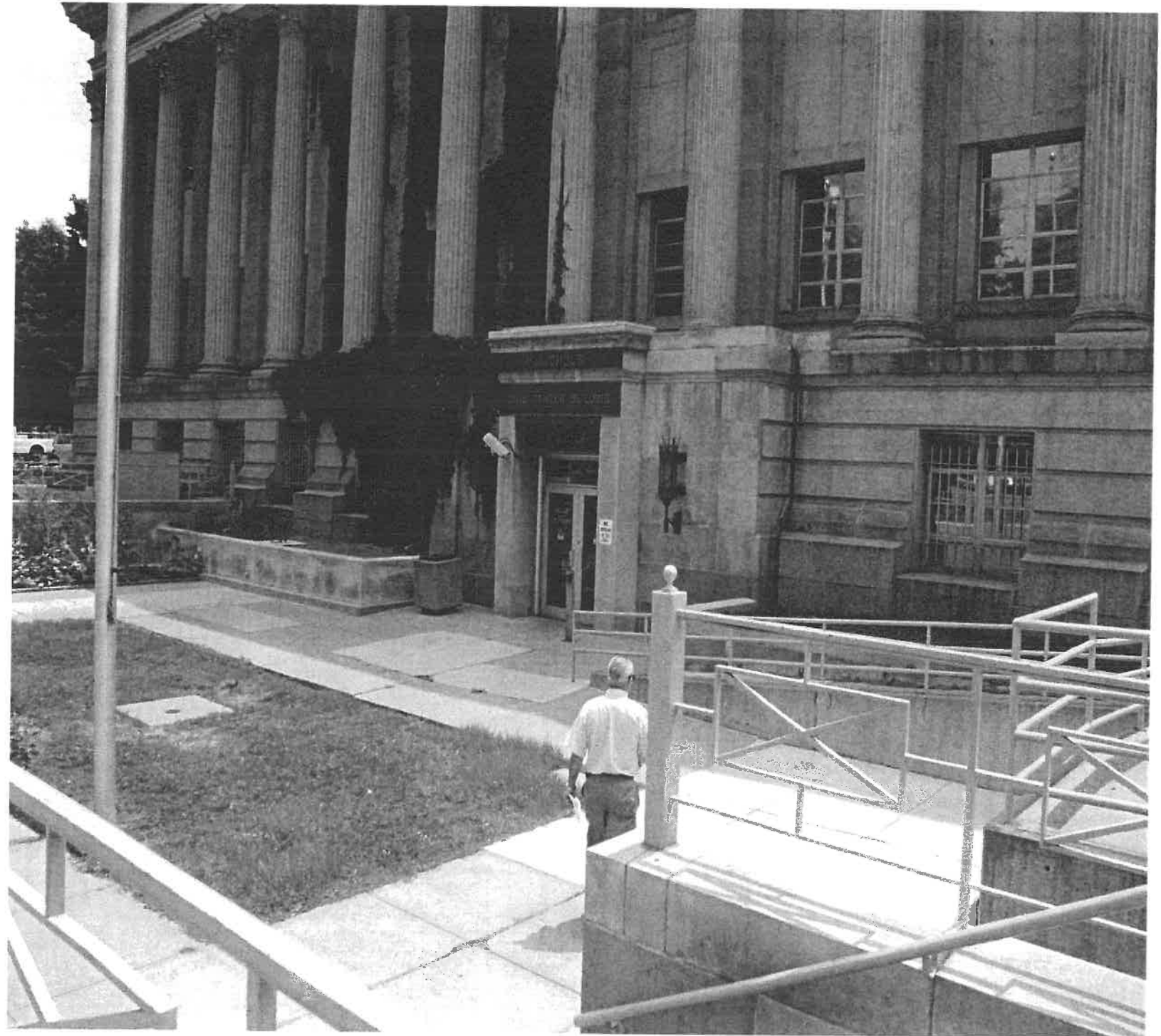
Acceptable secondary materials are:

- Bronze
- Steel or painted steel when used in conjunction with a primary material
- Glass may be used as a secondary material, in conjunction with other primary materials.

Acceptable primary materials for paving, such as walks, steps and associated curbs or walls are:

- Granite compatible with the neoclassical aesthetic and used in a manner similar to the existing granite.
- Civic Center Concrete in a color, finish, texture and quality compatible with the materials of the building facade.

6. Encourage the installation of lighting to showcase architectural detailing on the McNichols Building. Follow the Standards and Guidelines for lighting (Section V.h. Lighting, follows).



*North entrance and sunken terrace*

# AFTERWORD

Author Judith Waldhorn has called historic buildings “a gift to the street” - a gift of beauty, texture, variety and detail that all communities need. We save historic buildings because we need to preserve the marks left on our national landscape by the many people who have shaped it. This is our collective memory.

Adaptive reuse of historic building has shown that they can function in ways their original builders never imagined. In Denver, a former abandoned flour mill has been converted into the Flour Mill Lofts to create unique loft spaces in the Central Platte Valley. In Georgia, a former iron mill has been turned into a convention center. A former high school in Seattle has now become highly desirable condominiums, and so the list goes.

Preserved buildings and neighborhoods attract people. What visitors seek is the sense of being someplace, not just anyplace. They are interested in being in communities that have preserved their historic character.

Preservation protects and extends the environmental investment a community has already made in an existing

building. Rehabilitation reduces the cost of demolition and the impact on landfills. Less energy and materials are needed for rehabilitation than for new construction, thereby reducing the need for new construction material.

Our McNichols Building is a legacy bestowed by previous generations and as such is one of Denver’s important portals to its past – and a gateway to its future.

*David Tryba*

*We must put this magnificent building back into public use.*

*It will breathe life into Civic Center Park,*

*and that is very important for Denver...*

Mayor John Hickenlooper

APRIL 22, 2010

