

960039

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of October, 1995, by and between the CITY OF WESTMINSTER, Colorado, a Colorado home-rule municipality (hereinafter referred to as "City"), and the STATE OF COLORADO, Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Front Range Community College (hereinafter referred to as "College").

WHEREAS, City and College desire to: 1) develop a site on College's campus in Westminster, Colorado, for a Joint Library and Media Center, 2) construct a Joint Library and Media Center approximately 76,000 gross square feet in size; and 3) furnish, equip, operate and maintain the Joint Library and Media Center for the benefit of the City's citizens, the general public and the students, faculty and staff of College; and

WHEREAS, the City and College desire to enter into this Agreement in order to set forth their respective rights and obligations concerning the development, maintenance, operation, and use of the Joint Library and Media Center; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements to provide any function, service or facility as provided in Section 29-1-203, C.R.S.

WHEREAS, the College is required to have a Library as a part of its accreditation as an institution of higher education under North Central Association of Colleges and Schools accreditation; and

WHEREAS, it is anticipated that this Library will serve that purpose.

NOW, THEREFORE, in consideration of the above premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and College agree as follows:

1. Project and Principles.
 - 1.1 The City and College agree to jointly develop, build, furnish, equip, staff, operate, and maintain a Joint Library and Media Center on College's Westminster campus located at 3645 West 112th Avenue, Westminster, Colorado 80030 (hereinafter referred to as the "Library").

- 1.2 All public space of the Library shall be open for common use by College's students, faculty and staff and the general public (hereinafter collectively referred to as the "Patrons"). Access to the Library, its collections, and its resources shall be handicap accessible. Special needs of Patrons will be considered jointly by City and College. Payment to College by City for special needs costs shall occur as set forth in paragraph 8.2.
- 1.3 The Library shall provide quality service and materials to the Patrons. Patrons will have unlimited use of the resources, materials and services of the Library subject to any rules and regulations developed and agreed upon by City and College regarding the use and operation of the Library.
- 1.4 The Library shall be jointly managed by City and College. A management system shall be implemented as hereinafter set forth which will ensure that decisions regarding the management and operations of the Library will consider the needs of both City and College, as well as the Patrons.
- 1.5 City and College shall continue to participate in all current consortia and other arrangements with outside institutions and agencies. The Library shall continue efforts to promote and advance statewide and regional resource sharing, as well as improve services to other branches and satellite facilities of City and College.

2. Construction of Joint Library.

- 2.1 The Library shall be located on College's Westminster Campus at 3645 West 112th Avenue, Westminster, Colorado 80030, on the site described on attached Exhibit "A" which is incorporated herein by reference. The Library will consist of a constructed building of approximately 76,000 gross square feet in size and related site improvements. The land, building, and capital improvements related to the Library shall be owned by the College. Ownership of furnishings, equipment, and supplies for the Library shall be as set forth in section 3 of this Agreement.

- 2.2 College shall provide an amount not to exceed Five Million, Eight Hundred Thirty Thousand Dollars (\$5,830,000) for the construction of approximately 46,000 gross square feet of the Library. In addition, College shall provide the land on which the Library is to be located, as well as the necessary connections for water, sewer and utilities. City shall provide an amount not to exceed Three Million Eight Hundred Fifty Four Thousand Dollars (\$3,854,000) for the construction of approximately 30,000 gross square feet of the Library. The total design and construction budget for the Library shall not exceed Nine Million Six Hundred Eighty Four Thousand Dollars (\$9,684,000), inclusive of design and construction contingency.
- 2.3 The building design shall be jointly developed and agreed to by City and College. The current design calls for the majority of the City's collection on the first floor and the College's collection on the second floor; however integration of the space and collections will be studied and implemented as feasible.
- 2.4 In addition to the amount specified above for construction, the City shall pay to the College 2% of its construction budget for project management.
- 2.5 College shall obtain the general contractor and other vendors as necessary for construction of the Library. The general contractor shall hire necessary subcontractors. The general contractor shall be subjected to a pre-qualifying process consistent with State laws and rules. City and College will jointly develop and agree upon the pre-qualifying criteria. College shall consult with City with respect to all decisions necessary to the design and construction of the Library. The Library shall be designed in a manner which is consistent with applicable policies of College's governing board, the State Board for Community Colleges and Occupational Education, and in accordance with applicable State of Colorado laws, rules and regulations. City shall appoint a representative to serve on the design review committee for the construction of the Library.

- 2.6 During the construction of the project, City shall pay its portion of each progress payment that becomes due as the project progresses. No change orders to the City's portion of the Library shall be approved without the prior written consent of the City. The general contractor will invoice College for payment of the total construction cost then due. Upon receipt of Architect's certification for payment, College will send a copy of the general contractor's invoice to City. City will pay College its share of the invoice within 15 calendar days of receipt of the invoice copy. The City's share of the progress payment shall be allocated based on City's pro rata portion of the total square footage of the final design for the Library. City will provide to College necessary documents evidencing its capital match as may be required by the State Legislature and/or State Controller.
- 2.7 As a result of the construction of the Library, two hundred (200) College parking spaces will be displaced. City agrees to pay College lesser of \$150,000 or one-half actual cost of relocating these spaces, such payment to be due and payable on July 1, 1998.
- 2.8 Library signage, both interior and exterior, will clearly indicate the Library's joint affiliation with the City and the College. City and College shall provide and share equally the cost of the exterior signage for the Library, the design of which shall be as mutually agreed between the parties. Interior signage shall be provided by both parties as part of the construction phase of the building. The name of the Library will be determined by mutual agreement of the City and College.
3. Furnishings, Equipment and Supplies.
- 3.1 Prior to opening, the Library will be completely furnished with bookshelves, tables, chairs, workstations, and all other necessary and appropriate furnishings, equipment and supplies reasonably necessary to meet the needs of the Patrons. City and College will jointly select and agree upon all furnishings, equipment, and technologies for the Library. Some furnishings,

equipment and supplies provided upon opening of the Library will be from existing inventory currently owned by each of the parties. College has currently requested approximately \$700,000 for furniture, fixtures, and equipment for the new library. Additional furnishings, equipment and supplies needed upon opening will be separately purchased by City and College. For any acquisitions made, each party shall follow its applicable purchasing policies and procedures in place at the time of the purchase. Unless otherwise agreed to by the parties, each party shall retain ownership of those furnishings, equipment and supplies purchased by them, and shall maintain a separate inventory of said property, including tag number, description, original cost and current market value. As part of the construction costs, the parties understand that State of Colorado statutes require that one percent (1%) of construction be used for art. In addition, College may provide art collections now housed at College's current library, upon approval of both parties. When determined to be in their mutual best interests, nothing herein shall be construed as prohibiting or discouraging the joint purchase and/or ownership of any furnishings, equipment or supplies.

- 3.2 The Library's telecommunications and automated systems and networks shall be designed and installed to provide convenient access to voice, video and data lines of the Library for all Patrons. All workstations for staff and Patrons will be fully integrated into the network systems of the Library. The specific data, voice, video and telecommunications needs of the Library shall be as mutually agreed between the parties. The Library will have at least the same amount of connectivity to other institutions and agencies as City and College currently have and City and College will strive to increase that connectivity. Telecommunications and automated systems of the parties will be phased into operation from current systems as feasible. All design and installation of infrastructure for delivery of these services to the Library shall be the responsibility of the College, after consultation with City. Each party will provide

the funds necessary to establish their respective voice, video and data needs.

- 3.3 There will be an external drive up bookdrop, to be located as agreed between City and College.
- 3.4 For future purchases, City and College will strive to furnish and equip the Library with furnishings and equipment identical or compatible with existing furnishings and equipment.
- 3.5 Unless otherwise agreed to in writing by the parties, all costs for maintaining the furnishings, equipment and supplies for the Library shall be borne by the respective owner of such items.
- 3.6 The Library telephone services will be provided through College's telephone system unless the City wants to provide its own telephone system. If the College's telephone system is used the City will pay College for each line and related long distance charges for phones it requests. If the City provides its own system the City will be responsible for all charges.

4. Materials and Collections.

- 4.1 The materials collection for the Library will be broad and general in nature and, to the extent possible, will be consistent with the collection development policies of the City and College. Each party shall be responsible for budgeting funding and purchasing its own collection and shall own those collection materials it so purchases.
- 4.2 City and College shall retain rights to their own respective cataloging and circulation records.
- 4.3 The Library's catalog system will strive to have global search capabilities.
- 4.4 The catalog and circulation systems of the Library will be designed to provide at least as many features as is currently available to both City and College. The Library may open with separate systems, such as Dynix and CARL and

Library of Congress and Dewey classification systems; however, integration of systems will be studied and implemented as feasible when technology becomes available.

4.5 It is the intent of College that it will continue to participate in OCLC Online Computer Library Center, Inc. ("OCLC") access. Full OCLC compatible records will be maintained for all collections and materials for which OCLC records are appropriate and applicable. The City shall have the option to join the OCLC system at such time as it may deem appropriate.

4.6 City and College shall jointly coordinate the acquisition of new materials so as to best serve the needs of all Library users and to avoid unnecessary duplication of materials. In addition, the selection of new materials shall be consistent with the Library Bill of Rights and the American Library Associations Freedom to Read Statement. For any acquisitions made, each party shall follow its applicable purchasing policies and procedures in place at the time of the purchase.

4.7 City and College will develop procedures to address petitions for all challenged material and ensure that such materials continue to be available to College Patrons.

5. Management.

5.1 City and College hereby delegate to their respective library and media departments the authority to establish, by mutual agreement procedures of operation of the Library. City Manager and College President reserve to themselves the right to resolve any differences which might arise between the library and media departments, and to resolve any failure to reach agreement as to any particular rule, regulation, or procedures.

5.2 The organizational structure of the Library will be designed to meet the needs of both City and College, with as little duplication of services and functions as possible. Clear lines of authority and responsibility will be established consistent with this agreement to ensure

effective management of all functional areas of Library. The current plan for delivery of services is described below, but the functional lines may change over the term of this agreement by mutual consent of the parties.

The City's Library Services Manager shall have authority and responsibility for the day-to-day management of all City Library operations and services, including the acquisition, cataloging, processing and circulation of all City library materials, Children's and Young Adult Services, management and development of all City collections, both print and electronic, and Reader's services.

The College's Library and Media Services Director shall have authority and responsibility for the day-to-day management of all College Library operations and services, including the acquisition, cataloging, processing, circulation, and weeding of all College library materials, management and development of all College collections, both print and electronic, media distribution and production, bibliographic instruction, interlibrary loan, and archives.

Circulation services will be performed individually with both staffs cross trained on the other's system.

Certain operations and services will be co-managed by the City's Library Services Manager and the College's Director of Library and Media Center, including: general administration, including room scheduling, space allocations, and Reference services. Each agency will provide adequate staff for the provision of Reference and Information services to their respective patrons.

Each party will manage its functional areas in accordance with its own standards of operation, and policies and procedures, and will employ, compensate and supervise its own employees, except as otherwise agreed by the parties.

Disputes not resolvable between the City's Library Services Manager and College's Library and Media Services Director will be referred to

the City Manager and College President for final determination.

5.3 A customer service procedure will be jointly developed by the City's Library Services Manager and the College's Library and Media Services Director and included in the Library's rules and regulations.

6. Joint Facility Advisory Committee.

6.1 The parties shall assemble a Joint Facility Advisory Committee (the "Committee") that will advise City and College concerning the operation of the Library. The Committee shall be advisory only and shall report its recommendations to the College President or his designee and to the City's Library Services Manager.

6.2 City and College shall each appoint three (3) members to the Advisory Committee. In addition, City and College shall appoint one (1) member acceptable to both entities.

6.3 The City's Library Services Manager, the City's Director of Parks, Recreation and Libraries, and the College's Director of the Library and Media Center, and the College's Vice President of Instruction or designee shall be permanent members of the Committee and shall serve as ex-officio non-voting members of the Committee.

6.4 All other members shall serve two (2) year terms. Initially, four (4) of the members shall be appointed for two (2) year terms and the remaining three (3) members appointed for one (1) year terms.

7. Operations.

7.1 City and College shall provide adequate staffing for their respective operations.

7.2 The specific policies and procedures regarding the operation of the Library shall be established as set forth in paragraph 5 hereto.

7.3 Unless the necessary funds are not appropriated by either entity after a good faith request, the Library will be open a minimum of 65 hours per

week. The specific hours of operation and holiday schedules for any year beginning on July 1 will be as agreed between the parties at least three months prior to that date. Except by agreement, the City and College will maintain the same hours of operation for their respective areas. Emergency closures of the Library will occur according to College's policy on emergency procedures.

- 7.4 All custodial services, safety and security, grounds maintenance, snow removal, mail and receiving services, excluding library courier services, trash removal, utilities (gas, water, sewer and electricity), and daily controlled maintenance for the Library shall be provided by College and the costs shared by the City and the College with the City paying 40% and the College paying 60%. Payment to College by City for such costs shall occur as set forth in paragraph 8.2.

Library courier service shall be managed jointly by City and College; such service to be separate from College's existing courier service. The cost associated with this service shall be shared equally by the parties. Payment to College by City for such costs shall occur as set forth in paragraph 8.2.

- 7.5 Capital replacements and capital maintenance, including but not limited to, sidewalk, roof and HVAC replacements, shall be shared by the parties with the City paying 40% and the College paying 60%.

8. Funding for operations and services.

- 8.1 Capital maintenance and projected controlled maintenance will be managed by College. Any planned expenditure greater than \$50,000 will require prior consent of the City.
- 8.2 For all services to be performed by College under this agreement, the cost of which are to be shared, College shall annually estimate the total annual cost of such service for a given fiscal year beginning July 1. City agrees to pay College one twelfth (1/12) of its pro rata share of those costs by the 15th of each month, beginning on the 15th of the first full month of

operations of the Library. The 1/12 proportionate costs for the first calendar month the Library is open shall be prorated for the number of days the library is open in the initial month of operations. Within forty-five (45) days of the end of each fiscal year ending June 30, College shall determine the actual cost of the service for the fiscal year and shall invoice City for its actual share, if the actual costs is greater than the estimate for the year, or refund the overpayment, if the actual cost is less than the estimate for the year. Amounts due to College by City, if any, as a result of the comparison of actual costs to be estimated costs for any given year, are due thirty (30) calendar days from date of invoice.

9. Future expansion.

9.1 The parties agree to work cooperatively to implement any future expansion of the Library that the parties deem appropriate and necessary to meet the needs of City, College and Library Users.

10. Term.

10.1 This Agreement shall commence on October 12, 1995, 1995, and shall end Fifty (50) years from such date ("Initial Term"). Upon expiration of the Initial Term both parties will negotiate in good faith for the continuation of this Agreement if both parties deem a joint library in their respective best interest and can agree on mutually satisfactory terms.

11. Termination.

11.1 After thirty-three (33) years, either party may terminate this Agreement without cause, upon two (2) years written notice to the other party. In the event the College elects to exercise its option to terminate this Agreement prior to the expiration of the Initial Term, the College shall pay City the undepreciated value of its capital construction contribution based on the number of years remaining in the Initial Term. The payout will be calculated by dividing the remaining years by the initial term times the initial construction cost. In the event of such

termination, the City shall vacate the premises by the effective date of the notice which shall be no sooner than two years from the date of the notice. This Agreement may be terminated at any time with mutual consent of the parties as they may agree.

11.2 Any financial obligations of College or City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

12. Notice.

12.1 Whenever a notice is either required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party:

If to City:

City of Westminster
City Manager's Office
4800 W. 92nd Avenue
Westminster, Colorado 80030

If to College:

Front Range Community College
Attn: President's Office
3645 W. 112th Avenue
Westminster, Colorado 80030

13. Liability.

13.1 College shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of College or its officers, employees, and agents in connection with the performance of this Agreement.

13.2 City shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees

incurred as a result of any act or omission by City, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

13.3 Nothing in this section 13 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the City or College may have under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) and to any other defenses, immunities, or limitations to liability available to City or College by law.

14. Insurance.

14.1 Each party shall secure and maintain during the life of this Agreement statutory worker's compensation and liability insurance. Each party shall retain the option of discharging this obligation by means of funded self-insurance.

14.2 College shall secure and maintain property insurance coverage protecting the Library structure and its personal property against all risk of physical damage loss for their full replacement costs. City shall obtain similar coverage for the personal property it maintains in the Library structure. City and College hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties.

15. Default/Remedies.

15.1 In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

15.2 In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of twenty (20) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to: (a) terminate this Agreement and seek damages; (b) treat this

Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

16. Damage and Destruction

16.1 In the event the Premises are rendered untenable or unfit by fire or other casualty, and are incapable of being repaired in an economically reasonable manner, this Agreement will immediately terminate and no financial obligation shall accrue from the date of such fire or casualty. "Economically reasonable" shall mean that the cost to repair the Premises does not exceed the funds available from the insurance coverage to be provided pursuant to paragraph 14 by more than 110%, and that the loss to the Premises is less than a total loss. Otherwise, this Agreement shall continue to be in force and the parties will cooperate in good faith to restore operations at the Library as soon as reasonably practicable.

17. Assignment.

17.1 Neither City nor College may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

18. Binding Effect.

18.1 This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon the parties' officers, employees, agents and assigns and shall inure to the benefit of their respective survivors, heirs, successors and assigns of the parties.

19. Entire Agreement.

19.1 This Agreement, along with all exhibits and other documents incorporated herein, shall constitute the entire agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

20. Law/Severability.

20.1 This Agreement shall be governed in all respects by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

For City:

For College:

The City of Westminster

The State of Colorado,
Department of Higher
Education, by the State Board
for Community Colleges and
Occupational Education, for
the use and benefit of
Front Range Community College

By Nancy M Weil
Its MAYOR

By [Signature]
Its _____

Attest

APPROVALS:

Michelle Sallegas, City Clerk
Approved by Westminster
City Council on 9-25-95

State Controller
Clifford W. Hall,
Controller

By [Signature] 10-16-95
Robert F. Rizzuto

APPROVED AS TO LEGAL FORM:

Martin R. McCullough
City Attorney

By _____

CONTRACT AMENDMENT

THIS AMENDMENT, made this 16 day of October, 1995 by the State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College, hereinafter referred to as "Principle Representative," and Bennett Wagner & Grody Architects P.C., 1123 Auraria Parkway, Suite 123, Denver, Colorado 80204, hereinafter referred to as "Architect/Engineer."

FACTUAL RECITALS

WHEREAS, Principle Representative and Architect/Engineer entered into a contract dated November 29, 1994, contract number 950152, hereinafter referred to as the "Original Contract;" and,

WHEREAS, the original cost of construction for a library and renovation of existing space under the Original Contract has changed due to a reevaluation of the computation of construction costs and the effects of inflation over the last two years; and,

WHEREAS, the City of Westminster, Colorado, desires to participate in the construction and operation of a joint use library with the Principle Representative; and,

WHEREAS, the Principle Representative and Architect/Engineer desire to include the City of Westminster, Colorado as a participant in such a project; and,

WHEREAS, the scope of construction for the library under the Original Contract will increase as a result of the participation of the City of Westminster, Colorado; and,

WHEREAS, authority exists in Law and Funds have been budgeted, appropriated, and otherwise made available; and,

WHEREAS, required approval, clearance and coordination have been accomplished from and with appropriate authorities; and,

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this Amendment to the Original Contract consists of the payments which shall be made pursuant to this Amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the Original Contract, which is, by this reference, incorporated, made a part hereof, and identified as Exhibit "A," and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the Original Contract is and shall be modified, altered, and changed in the following respects only:
 - a. The scope of services to be provided by the Architect/Engineer under the Original Contract is hereinafter referred to as "Project A." The additional scope of services to be provided by the Architect/Engineer under this amendment is hereinafter referred to as "Project B."
 - b. The Total Construction Cost of Project A are not to exceed \$8,638,029, excluding a construction contingency, a renovation contingency, and art. Of this amount, new construction costs total \$6,286,238 and renovation costs total \$2,351,791.

c. Project B provides for the construction of additional library space of 29,523 gross square feet which, when combined with the 46,650 gross square feet set forth in Project A, results in a total of 76,173 gross square feet of new library space.

d. The City of Westminster, Colorado, hereinafter referred to as "Joint Development Partner," is named as an additional party to this Contract as a partner to the Principle Representative for the scope of work in Project B. When exercising its Principle Representative function with respect Project B, the Principle Representative agrees to consult with Joint Development Partner representatives.

e. Joint Development Partner agrees to provide \$3,815,408 for Project B, bringing the combined Total Construction Costs of Projects A and B to \$12,453,437, consisting of construction costs of \$10,101,646 and renovation costs of \$2,351,791.

f. Article 2 is replaced in its entirety with the following:

The Principle Representative and Joint Development Partner shall pay the Architect/Engineer as compensation for their services total fees not to exceed the following:

	Principle Representative		Joint Development Partner
	Remodel	Library	Library
1. Program Planning Phase	0	0	0
2. Schematic Design Phase Design Services	\$32,285	\$81,477	\$49,655
3. Design Development Phase Design Services	\$45,054	\$106,689	\$66,207
4. Construction Documents Phase Documents Bidding and Negotiation	\$101,372	\$238,294	\$148,966
5. Construction Phase Contract Administration	\$45,054	\$106,689	\$66,207
6. Reimbursement Expenses Allowance for submittals in conjunction with the performance of Basic Services		\$25,910	\$7,977
7. Reimbursement Expense Allowance for General Expense other than Submittals		\$22,800	\$10,414
Total	\$223,765	\$581,859	\$349,426

Combined Total: \$1,155,050

g. Article 3 is modified to add the following:

For services in connection with the design of Project B, as funded or partially funded, the Architect/Engineer shall perform the professional services for the contemplated project as delineated in the scope of work, submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as Exhibit "B." In addition, the Architect/Engineer shall perform the professional services set forth in the Original Contract.

h. Article 8, Payment for Services is modified to add the following:

Joint Development Partner shall set aside sufficient funds to pay the amounts required under this Amendment. Upon receipt of Architect/Engineer invoice, Principle Representative shall provide a copy of the invoice to Joint Development Partner. Joint Development Partner shall pay to Principle Representative within 15 days of receipt of the invoice copy, its portion of the invoice, as set forth in Article 3, as amended.

4. The effective date of this Amendment is August 14, 1995.
5. Except for the "Special Provisions" of the Original Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment or any of its attachments or exhibits, the provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions shall always be controlling over other provisions in the contract or amendments. The factual representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.
7. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS HE MAY DESIGNATE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

For Architect/Engineer:
Bennett, Wagner & Grody Architects, P.C.
1123 Auraria Parkway, Suite 123
Denver, Colorado 80204

For Principle Representative:
STATE OF COLORADO
ROY ROMER, GOVERNOR
Department of Higher Education, by the State Board for
Community Colleges and Occupational Education, for the
use and benefit Front Range Community College

By: Linda Wagner

By: [Signature]

Name (printed): Linda Wagner

Title: President

Position (Title) President

APPROVALS:
STATE CONTROLLER
CLIFFORD W. HALL, CONTROLLER

If Corporation:
Attest (Seal):

By: [Signature]

By: [Signature] 10-16-95
Robert F. Rizzuto

For Joint Development Partner:
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80030

DIVISION OF PURCHASING
State Buildings Programs

By: William Christopher
Department of City Manager's Office

By: David A. Besel
David A. Besel
CCCOES: System Architect

City Controller

Legal Review

By: [Signature]

By: [Signature]
Mary Ellen McEldowney
Director of Legal Affairs

STATE OF COLORADO
ARCHITECTS/ENGINEERS AGREEMENTProject No. P9470Account No. 07-0170-1740

THIS AGREEMENT made this November 29, 1994 in the year Nineteen Hundred and 1994 between the STATE OF COLORADO, acting by and through the Department of Higher Education, Colorado Community College and Occupational Education System for the use and benefit of Front Range Community College hereinafter called the Principle Representative, and Bennett Wagner & Grody Architects P.C. 1123 Auraria Parkway, Suite 123 - Denver, Colorado 80204 hereinafter called the Architect/Engineer.

WITNESSETH, that whereas the Principle Representative intends to A) construct a 46,650 gross square foot Library Addition and B) Renovate 38,600 gross square feet of space in the existing facility. This Renovation will upgrade and expand Science and Computer Instructional Laboratories. It will also upgrade faculty office and reuse under utilized vocational space. These two parts together constitute the Project. While these two parts will be designed simultaneously they will be constructed in two separate phases.

WHEREAS, the Architect/Engineer was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of CRS, 24-30-1401 et seq.

FOR WHICH:

As a STATE FUNDED project, the Principle Representative is authorized to expend a total of \$118,250 of current approved appropriations for Schematic Design. Based on future approvals the Principle Representative will be authorized to expend a total of \$10,403,000 for Construction, Professional Fees, Reimbursable and Contingent Costs. The Total Construction Costs are not to exceed \$9,827,004 which includes a Construction Contingency of approximately 3% and a Renovation Contingency of Approximately 10% (\$380,800).

NOW, THEREFORE,

The Principle Representative and the Architect/Engineer, for the considerations hereinafter set forth agree as follows:

ARTICLE 1 THE ARCHITECT/ENGINEER PROMISES TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT AS HEREINAFTER SET FORTH. (BASIC SERVICES).

EXHIBIT A

ARTICLE 2 THE PRINCIPLE REPRESENTATIVE PROMISES TO PAY THE ARCHITECT/ENGINEER AS COMPENSATION FOR THEIR SERVICES. TOTAL FEES NOT TO EXCEED:

A. Schematic Design Phase Design Services	\$113,762
B. Design Development Phase Design Services	\$151,743
C. Construction Documents Phase Documents Bidding and Negotiation	\$339,666
D. Construction Phase Contract Administration	\$151,743
E. Reimbursement Expenses Allowance for submittals in conjunction with the performance of Basic Services	\$ 25,910
F. Reimbursement Expense allowance for General Expenses other than submittals	\$ 22,800
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TOTAL	\$805,624

ARTICLE 3 FRONT RANGE COMMUNITY COLLEGE INTENDS TO ADD A LIBRARY TO THE EXISTING BUILDING AND REMODEL PORTIONS OF THE EXISTING BUILDING FOR USE AS CLASSROOMS, SCIENCE LABORATORIES, FACULTY/STAFF OFFICES AND AUXILIARY SPACES.

For services in connection with the design of a funded or partially funded project, the Architect/Engineer promises to perform the professional services for the contemplated project as delineated in the scope of work, submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as Exhibit "A". In addition, the Architect/Engineer promises to perform the professional services as set forth in 2.A, 2.B, 2.C and 2.D, below:

1. GENERAL

These services shall be performed by the Architect/Engineer or by consultants licensed or registered by the State of Colorado. If these special consulting services are to be performed by professionals in the Architect/Engineer's employ, then the services must currently be and have been, for at least two (2) years previously, regularly a service of the Architect/Engineer's organization.

ARTICLE 3

1. GENERAL cont.

In the event the Architect/Engineer does not have as part of their regular staff and services, certain professional consultants and consulting services, such as but not limited to, structural, mechanical, electrical, acoustical and architectural; then such consulting services shall be performed by practicing professional consultants.

All professional consultants, staff or practicing, must be retained for the life of the project; provided, however, that acceptable replacements must have prior approval, in writing, by the Principle Representative.

Prior to designating a professional to perform any of these services, the Architect/Engineer shall submit the name, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the Principle Representative, and receive approval in writing therefrom.

No consultant shall be engaged or perform work on the project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the project, provided however, that in unusual circumstances and with full disclosure to the Principle Representative of such interest, the Principle Representative may permit a waiver, in writing, in respect to the particular consultant.

2. DEVELOPMENT OF THE PROJECT

A. SCHEMATIC DESIGN PHASE

The Architect/Engineer, or their duly authorized representative, shall attend such conferences as may be requisite to a complete understanding of the Project. The Architect/Engineer shall document all such conference notes and distribute same to the Principle Representative.

Schematic Design Studies shall be prepared in sufficient detail and number to come to an agreement on the Site Location and the Basic Design of the Project.

Where standards have been adopted by the Governor, the Architect/Engineer shall use such standards as are applicable.

When agreement has been reached on the Schematic Design, the Architect/Engineer shall prepare a written report, accompanied by Drawings, setting forth the following:

- (a) Correlation of Spaces with approved state standards;
- (b) Recommend site location;
- (c) Scope of site development;

EXHIBIT A

ARTICLE 3. BASIC SERVICE OF ARCHITECT/ENGINEER

2. DEVELOPMENT OF PROJECT - cont.

- (d) Analysis of the structure as it relates to the Uniform Building Code;
- (e) Sketch floor plans, elevations and sections;
- (f) Sketches and descriptions of building plumbing, mechanical and electrical systems;
- (g) Area computations. Gross square footage, net square footage, volume;
- (h) Outline of proposed construction materials;
- (i) Preliminary timetable for Design Development;
- (j) Architect/Engineer's estimate of construction cost;
- (k) Provide the Principle Representative with: four (4) sets of blue-line drawings, and or copies of (A) all drawings relevant to the current Project development and (B) all Schematic Design specifications; and such other documents requested by the Principle Representative.

The Schematic Design data shall be approved in writing by both the Principle Representative and State Buildings Division.

B. DESIGN DEVELOPMENT PHASE

The Architect/Engineer shall prepare a written report and Drawings outlining in detail Design Development Documents from the approved Schematic Design Study. The report, when submitted for approval, shall include:

- (a) Outline concepts of the proposed Structural, Mechanical and Electrical Systems;
- (b) Respective floor plans; (including proposed movable equipment and furnishings);
- (c) Elevations;
- (d) Proposed finish schedule;
- (e) Outline specifications;
- (f) A timetable for the completion of the Contract Construction Documents;
- (g) An estimate of the construction costs;
- (h) Estimate of the time required for the construction of the Project.

The Architect/Engineer shall make certain to the best of their knowledge, information and belief, that the drawings and specifications prepared by them are in full compliance with all applicable codes (including building codes), regulations, laws and ordinances, including both technical and administrative provisions thereof, of the political subdivisions wherein the project is located. Such drawings and specifications shall conform to the Uniform Building Code, International Conference of Building Officials, the current edition as minimum standards. If the Architect/Engineer shall deviate from such codes, regulations, laws

EXHIBIT A

ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER
2. DEVELOPMENT OF THE PROJECT - cont.

and ordinance, then they shall at their own expense make such corrections in the construction documents as may be necessary for compliance.

The final Design Development Documents shall be approved in writing by both the Principle Representative and the State Buildings Division.

Upon completion of the Design Development Phase, the Architect/Engineer shall provide the Principle Representative with: four (4) sets of blueline and or copies of (A) all drawings relevant to the current Project development and (B) all Design Development Drawings; four (4) sets of Design Development specifications; and such other documents requested by the Principle Representative.

C. CONSTRUCTION DOCUMENTS PHASE

The Architect/Engineer shall prepare the final Construction Documents from the approved Design Development Documents. These Construction Documents, when submitted for approval, shall include:

- (a) Complete Architectural, Structural, Mechanical and Electrical design drawings. These drawings shall be on mylar or any equally durable and reproducible material. If the Project is a structure, the title sheet of the Project shall reflect an accurate take-off of:
 - (1) Gross square footage,
 - (2) Gross building volume.This take-off shall be made in accordance with AIA-Document- D101, 1985 Edition. In addition, the net assignable square footage shall be shown when requested. These original drawings shall each bear the seal and signature of the Architect/Engineer and the appropriate responsible professional Engineering Consultants.
- (b) Complete Bidding Documents, Architectural, Structural, Mechanical and Electrical Specifications. The format for these technical specifications shall be the latest edition of "The CSI Format For Construction Specifications" published by The Construction Specifications Institute.
- (c) The Architect/Engineer's final estimate of construction cost.

The Architect/Engineer shall cooperate with State Buildings Division and/or other consultants employed by the State of Colorado to check the drawings and specifications. If and when required, the Architect/Engineer shall make available for review design data forming the basis for drawings and specifications to such consultants.

EXHIBIT A

ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER
2. DEVELOPMENT OF THE PROJECT - cont.

The final Construction Documents shall be approved by both the Principle Representative and the State Buildings Division.

The Architect/Engineer shall furnish copies of the construction documents as follows, subject to limitations hereinafter set forth:

- (d) For bidding: Sufficient sets to insure distribution among prime contractors and subcontractors in accordance with the advertisement for bids.
- (e) For contract documents: The Principle Representative will require seven (7) sets for the contract documents. These construction documents may be the same as those used for bidding purposes.
- (f) For construction: Each prime contractor shall be furnished with a reasonable number of sets or partial sets of the construction documents to insure prompt prosecution of the work.
- (g) Forty-four (44) complete sets of drawings and specifications shall be required to be furnished by the Architect/Engineer. The Principle Representative will pay for all other sets of documents or partial sets of documents required at the cost of reproduction.

D. CONSTRUCTION PHASE - GENERAL ADMINISTRATION OF CONSTRUCTION CONTRACTS

The Architect/Engineer under the terms of their agreement with the State of Colorado has agreed that they, their structural, mechanical and electrical engineers will make, and the Contractor has the right to expect, periodic visits to the site to generally monitor the progress and quality of the work to determine in general if the work is proceeding in accordance with the Contract Documents. Observation may extend to all or part of the work and to the preparation, fabrication or manufacture of materials.

Specifically, the Architect/Engineer has agreed to monitor for contract compliance the following:

- (a) Shop drawings;
- (b) Bearing surfaces of excavations before concrete is poured;
- (c) Reinforcing steel after installation and before concrete is poured;
- (d) Structural concrete;
- (e) Laboratory reports on all concrete;
- (f) Structural steel during and after erection and prior to its being covered or enclosed;

ARTICLE 3. BASIC SERVICES OF THE ARCHITECT/ENGINEER cont.

- 2. DEVELOPMENT OF THE PROJECT - cont.
- D. CONSTRUCTION PHASE cont.

- (g) Mechanical work following its installation and prior to its being covered or enclosed;
- (h) Electrical work following its installation and prior to its being covered or enclosed.

The Architect/Engineer agrees to notify State Buildings Division and the Principle Representative of specific visits they intend to carry out during the various phases of construction.

The Architect/Engineer shall exercise due diligence to safeguard the State of Colorado against defects, deficiencies, noncompliance with drawings and specifications, and/or unsatisfactory workmanship. If, in the opinion of the Architect/Engineer, the work is not being carried out in a sound, efficient and skillful manner, the Architect/Engineer may temporarily suspend the work in accordance with Article 22 of the General Conditions and shall notify the Principle Representative setting forth the reasons.

The Architect/Engineer shall keep accurate accounts with respect to the work on the project and shall see to the proper issuance of State Form SC 7.2, used as a Certificate and Contractor's Application for Payment.

If at any time the Architect/Engineer delegates any of their responsibility for the monitoring of the work to some other person, such other person must be properly qualified by training and experience to monitor the work. The Principle Representative and State Buildings Division shall review and approve the qualifications of all persons, other than the Architect/Engineer, performing the functions of the Architect/Engineer in respect to the services required by this agreement.

Under Article 50A of the General Conditions, when the work is complete and ready for acceptance the Contractor is required to file a written notice with the Architect/Engineer, who in turn shall notify State Building Division and the Principle Representative, that the work, in the opinion of the Contractor, is complete under the terms of the contract. This notice shall receive prompt action by the notified parties.

Within ten (10) days after the Contractor files written notice that the work is complete, the Architect/Engineer, the Principle Representative and the Contractor shall make a "final inspection" of the project to determine whether the work has been completed in accordance with the Contract Documents (State Buildings Division to be notified of inspection). A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

EXHIBIT A

ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER - cont.

2. DEVELOPMENT OF THE PROJECT - cont.

D. CONSTRUCTION PHASE - cont.

- (a) Work to be completed, if any;
- (b) Work not in compliance with the drawings or specifications, if any;
- (c) Unsatisfactory work for any reason, if any.

The required number of copies of the punch list will be countersigned by the authorized representative of the Principle Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principle Representative and State Buildings Division.

The Architect/Engineer shall notify the Principle Representative that to the best of their knowledge and belief, the project has been completed in accordance with the contract documents; all items on the final punch list satisfied; and recommend the acceptance of the Project.

The Architect/Engineer, the Principle Representative and the Contractor shall make at least two complete inspections of the work after the work has been accepted. One such inspection, the "Six-Month Guaranty Inspection", shall be made approximately six (6) months after the acceptance of the work; and another such inspection, the "Eleven-Month Guaranty Inspection", shall be made approximately eleven (11) months after the acceptance of the work. The Principle Representative shall schedule and so notify all parties concerned, including the State Buildings Division, of these inspections.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the State Buildings Division, and all of the other participants within ten (10) days after the completion of the inspections. The Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a manner satisfactory to the Architect/Engineer and the State Buildings Division.

The Architect/Engineer shall follow through on all punch list items and notify State Buildings Division and the Principle Representative when such have been completed.

ARTICLE 4. ADDITIONAL COMPENSATION

If the Architect/Engineer is caused additional service, drafting or other expense due to changes ordered by the Principle Representative after the Schematic Design Phase has been approved or by other circumstances beyond the Architect/Engineer's control

EXHIBIT A

ARTICLE 4. ADDITIONAL COMPENSATION - cont.

and not occasioned by any neglect or default of the Architect/Engineer, then the Architect/Engineer shall be reimbursed their cost for such additional service. The cost of such additional service shall be deemed to be (1) the actual time card cost as specified in Exhibit A in this document of all architectural service (including principle architect/engineer's time at the rate that would be paid by the principle architect/engineer to employees engaged in similar work) plus one hundred fifty percent (150%) as allowance for a fee and overhead, and (2) the actual cost to the Architect/Engineer of other necessary outside services, such as structural, mechanical, or electrical engineering performed by independent consultants, plus twenty-five percent (25%) of such cost for supervision of such outside work. In addition, the Architect/Engineer shall also be reimbursed the actual cost of reproduction of additional drawings and specifications as specified in Exhibit A.

The architect/Engineer shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Principle Representative all records, cancelled checks or other disbursement media to substantiate any and all requests for payments hereunder.

The Architect/Engineer shall file with the Principle Representative, and, prior to incurring such expenses, secure their approval of rates per hour, per day, or other basis of cost for their architectural, structural, mechanical and electrical engineering services.

The expenditures under this provision shall be disapproved unless the Architect/Engineer first shall have filed with the Principle Representative an estimate of the maximum cost of such additional service and been authorized, in writing, by the Principle Representative to proceed. If such an estimate is filed with the Principle Representative, then payment shall not exceed the maximum cost estimated by the Architect/Engineer and approved by the Principle Representative.

If it shall prove impossible to secure one or more bona fide bids from reliable contractors based on drawings and specifications prepared by the Architect/Engineer at a price not exceeding the authorized construction cost of the work, then the Architect/Engineer shall, if desired by the Principle Representative, change the drawings and specifications at their own expense in such manner, acceptable to the Principle Representative, as may be found necessary to secure bids from reliable contractors at not more than the authorized construction cost, provided, however, that where the difference between the authorized construction cost and the cost of the work as revealed by the bids is due to an increase in building costs, as substantiated by

ARTICLE 4. ADDITIONAL COMPENSATION - cont.

indices and data secured from reliable sources, or to other circumstances beyond the control of the Architect/Engineer, between the date of authorization by the Principle Representative to proceed with preparation of construction documents and the date when the bids are opened, the Principle Representative shall reimburse the Architect/ Engineer as described above.

If any work designed or specified by the Architect/Engineer in the scope and course of their employment hereunder is abandoned or suspended by the Principle Representative for cause not attributable to the Architect/Engineer's services, the Architect/Engineer shall be equitably compensated for the service rendered on account of the work so abandoned or suspended. If the project is resumed after being suspended for more than three (3) months and there has been no change in the Basic Scope of the Project, the Architect/Engineer will be compensated Thirty Five Hundred Dollars (\$3,500.00), if there is a change in Scope Design the Architect/Engineer and Principle Representative will negotiate a future cost for compensation.

ARTICLE 5. THE PRINCIPLE REPRESENTATIVE'S RESPONSIBILITIES

The Principle Representative shall:

- (a) Provide full information as to their requirements for the Project.
- (b) Designate, when necessary, representative authorized to act in his behalf. They shall examine documents submitted by the Architect/Engineer and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer's work. They shall observe the procedure of issuing orders to contractors only through the Architect/Engineer.
- (c) Furnish or direct the Architect/Engineer, in writing, to obtain at the Principle Representative's expense, a certified survey of the site, giving, as required, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations, dimension and complete data pertaining to existing buildings, other improvements and trees, full information as to available service and utility lines both public and private; and test borings and pits necessary for determining subsoil conditions, except as included in Exhibit A.
- (d) Pay for structural, chemical, mechanical, soil mechanics or other tests and reports if required.
- (e) Arrange and pay for such legal, auditing and insurance counseling services as such may be required for the Project.

EXHIBIT A

If the Principle Representative observes or otherwise becomes aware of any defect in the Project, they shall give prompt written notice thereof to the Architect/Engineer.

ARTICLE 6. PROJECT CONSTRUCTION COST

The project construction cost means the cost of the work to the Principle Representative, but such cost shall not include any Architect/Engineer's or special consultant's fees or reimbursement or the cost of a Construction Inspector, or equipment installed by the Principle Representative under separate contract unless the Architect/Engineer is required by the Principle Representative to prepare drawings and specifications, and monitor the installation of such equipment.

When labor or material is furnished by the Principle Representative below its market cost, the cost of the work shall be computed upon the market cost as to such labor or materials furnished by the Principle Representative.

ARTICLE 7. REIMBURSABLE EXPENSE

The Architect/Engineer shall be reimbursed:

- (a) In accordance with the provisions of ARTICLE 3 of this agreement, for all copies of the documents which are provided for the Project.
- (b) The costs of all items furnished by the Architect / Engineer in accordance with ARTICLE 5.(c) and (d).
- (c) Fees of special consultants if their employment is authorized in advance by the Principle Representative for other than the normal structural, mechanical and electrical engineering services.
- (d) General expenses other than basic services: They are, long distance, fax, reproduction of submittals, postage and handling documents, photography and presentations renderings.

The Architect/Engineer shall make as a part of their services all required trips to the project site.

ARTICLE 8. PAYMENT FOR SERVICES

Payments to the Architect/Engineer on account of their fee shall be made monthly and as follows:

- (a) Upon completion of the Schematic Design Phase a sum equal to no more than \$113,762 plus approved expenses.
- (b) Upon completion of the Design Development Phase a sum sufficient to increase payments to thirty-three percent (33%) of the basic fee.
- (c) During the Construction Documents Phase monthly payments based upon Architect/Engineer's cost and aggregating at the completion thereof a sum sufficient to increase payments to seventy-five percent (75%) of the basic fee.

EXHIBIT A

ARTICLE 8. PAYMENT FOR SERVICES - cont.

- (d) The balance of the Architect/Engineer's fee, based upon the final cost of the work shall be payable monthly in proportion to the progress of the work. Final payment shall not be made until after the project is completed, and all as-built drawings and reproducible copies are delivered to the Principle Representative, and the contract is otherwise fully performed by the Architect/Engineer except for the inspections required during the guaranty year.

Payments to the Architect/Engineer, other than those on their fee, fall due from time to time as their work is done or as costs are incurred.

No deductions shall be made from the Architect/Engineer's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractor.

ARTICLE 9. ARCHITECT/ENGINEER'S ACCOUNTING RECORDS

Records of the Architect/Engineer's Direct personnel, Consultant, and Reimbursable Expense pertaining to this Project and records of accounts between the Principle Representative and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Principle Representative or his authorized representative at mutually convenient times and extending to three (3) years after final payment under this agreement.

ARTICLE 10. TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven (7) day's written notice with copies filed with the State Buildings Division and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the Architect/Engineer, the Architect/Engineer shall be paid for services performed to termination date, including reimbursements then due.

ARTICLE 11. OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service are the property of the State of Colorado whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect/Engineer.

The Architect/Engineer shall, upon completion of the work, furnish the Principle Representative, the Original Tracings corrected to be record drawings of the Project, plus one set of mylar Reproducibles to State Buildings Division.

EXHIBIT A

ARTICLE 12. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, successors and assigns of the Architect/Engineer.

ARTICLE 13. CHANGES IN DRAWINGS

The Architect/Engineer shall maintain careful supervision over all changes in the final drawings in the course of the work. All change orders shall be on forms supplied by the Principle Representative, and the Architect/Engineer shall keep a current record of all variations or departures from the drawings and specifications as originally approved.

Every change order must be approved by the Principle Representative and the Architect/Engineer, except that the approval of the Principle Representative shall not be required in a case involving a matter of emergency, safety or health. The Architect/Engineer shall carefully monitor all changes during the course of the work.

All requests for change orders must be made in writing and approved by State Buildings Division and State Controller.

ARTICLE 14. PROFESSIONAL ASSOCIATION PERMITTED

The Architect/Engineer may, with the prior written consent of the Principle Representative, join with them in the performance of this agreement any other duly licensed Architect or Architects or registered Engineers with whom they may, in good faith, enter into an association.

ARTICLE 15. DISSOLUTION OF PROFESSIONAL ASSOCIATION

In the event there is dissolution of the association, other than by death of a member, the State of Colorado, acting by and through the Principle Representative, shall designate which former member shall continue with the work directly to the person or persons so designated and without being required to look to the application of such payments as among the former members.

ARTICLE 16. DEATH OR DISABILITY

In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder. In the event of the death or disability of a sole Architect/Engineer, which shall prevent their performance of this agreement after the same shall have been commenced by them, such Architect/Engineer, in the event of their disability, or their executors or administrators, in the event of their death, shall be paid such sums as may be due the Architect/Engineer under this agreement.

EXHIBIT A

ARTICLE 16. DEATH OR DISABILITY - cont.

In such event all drawings, specifications and models theretofore prepared by the Architect/Engineer shall be delivered to and become the property of the State of Colorado, with full authority to use, employ, or modify the same in the construction of the contemplated building, either at the same site or at some other site.

ARTICLE 17. ASSIGNMENT OF AGREEMENT NOT PERMITTED

The Architect/Engineer may not assign their performance of this Agreement, or any money due or to become due by operation of this Agreement, without prior written consent of the Principle Representative and the State Controller.

ARTICLE 18. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

The Architect/Engineer agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, CRS, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all state contracts or subcontracts.

During the performance of this contract, the Architect/Engineer agrees as follows:

- (a) The Architect/Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The Architect/Engineer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- (b) The Architect/Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

EXHIBIT A

- (c) The Architect/Engineer will send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or worker's representative of the Architect/Engineer's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant orders of the Governor.
- (d) The Architect/Engineer and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organizations, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.
- (f) A labor organization, of the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.
- (g) In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Architect/Engineer may be declared ineligible for further state contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or order promulgated in accordance therewith, or as otherwise provided by law.
- (h) The Architect/Engineer will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive

EXHIBIT A

- (h) cont. Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor.

ARTICLE 18 - EQUAL OPPORTUNITY-AFFIRMATIVE ACTION-cont.

The Architect/Engineer will take action with respect to any subcontracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Architect/Engineer becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Architect/Engineer may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

ARTICLE 19. INSURANCE

It is agreed and understood Architect/Engineer shall maintain in full force and effect adequate comprehensive general liability insurance and property damage insurance, as well as worker's compensation and employer's liability insurance. Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the Services contemplated in this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of Architect/Engineer, any consultant or associate thereof, anyone directly or indirectly employed by Architect/Engineer, or anyone for whose acts any of them may be liable. Architect/Engineer shall submit a Certificate of Insurance at the signing of this Agreement and also any notices of renewal of said Policy as they occur.

ARTICLE 20. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions or Professional Liability Insurance Policy in the amount of one million (1,000,000.00) minimum coverage or such other minimum coverage as determined by the Principle Representative and approved by the State Buildings Division. The policy shall remain in effect for the duration of this Agreement and for at least two years beyond the completion and acceptance of the facility. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury or death, or to injury to or destruction of tangible property, or to failures of the structure or facility, including the loss of use resulting therefrom, and is caused, in whole or in part, by any

EXHIBIT A

ARTICLE 20. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS -cont.

negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, anyone directly or indirectly employed by Architect/Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of the said policy as they occur.

ARTICLE 21. BENEFITS ACCRUING TO OTHER STATE EMPLOYEES OR OFFICERS

- A. It is understood and agreed that no benefits, payments or considerations received by Architect/Engineer for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employee, or employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of, or who are by definition, public servants of the State of Colorado.
- B. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS as amended, and that no violation of such provisions is present.
- C. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

ARTICLE 22. GENERAL

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

EXHIBIT A

ARTICLE 23. MODIFICATION OF ARTICLE 3. HEREINBEFORE

The services to be performed by Architect/Engineer, as specified and described in ARTICLE 3. "BASIC SERVICES OF ARCHITECT/ENGINEER" hereinabove, are those services ordinarily contemplated in the design and construction of an addition to and renovation of an existing building, whereas the Project hereof is as set forth in the recitals to this Agreement, and the Architect/Engineer of said services of ARTICLE 3 shall perform only those services which are essential to this particular Project, and which are customarily performed in the Professional practice of Architecture and Consulting Engineering, in the community, for projects of similar character, scope and magnitude.

ARTICLE 24. CONTINUING FINANCIAL OBLIGATIONS

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise made available.

ARTICLE 25. WAGE RATES

In accordance with Title 24-30-1404 (1), CRS, the Architect/Engineer has executed a certificate, which is attached hereto and made part hereof by reference as Exhibit "B", stating that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principle Representative determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

ARTICLE 26. CONTINGENT FEE PROHIBITION

In accordance with Title 24-30-1404 (4), CRS, the Architect/Engineer warrants that they have not employed or retained any company or person other than bona fide employee working solely for them, to solicit or secure this contract, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract. For breach or violation of this warranty, the Principle Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

EXHIBIT A

ARTICLE 27. PUBLIC ART LAW

In recognition of the Public Art Law, Title 24-80.5-101, CRS, if the State determines that this project is eligible for the acquisition of artworks in accordance with this law, the Architect/Engineer agrees to participate in the art selection process as an art jury member and to cooperate with and to advise the State in working with the commissioned artist(s) for this capital construction project.

ARTICLE 28. INCORPORATION OF OTHER DOCUMENTS

Principle Representative and Architect/Engineer understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

ARTICLE 29. INDEMNIFICATION

To the extent authorized by law, the Architect/Engineer shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any professional act or omission of, or breach of contract by, the Architect/Engineer, its employees, agents, subcontractors or assignees pursuant to the terms of this contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Architect/Engineer.

ARTICLE 30. STATUTORY DESIGN REQUIREMENTS

Principle Representative and Architect/Engineer understand and agree they are familiar with the provisions of Colorado Revised Statutes, as amended, 24-82-601 to 602, 24-30-1304 to 1305, and 9-5-101 to 112, and to the extent applicable, shall comply with those provisions in the design of this Project. Further, when applicable, this Project shall comply with Headnotes 4 and 5 and Footnote 3 of Section 3, Senate Bill 218 of the 1987 Legislative Session as follows:

Headnote (4) - Operating and maintenance costs shall be a major consideration in the design and construction of any project involving renovation.

EXHIBIT A

Headnote (5) - Except as otherwise specifically noted, figures in parentheses beneath the appropriation figures in this section designate the gross square footage, within 5%, to which the structures may be built.

Footnote (3) - Due to problems experienced with roofs with minimal grade, all roofing systems on new construction should have a minimum slope of one-quarter inch per foot. In addition, structural systems of buildings built on bentonite should not be slab on grade.

ARTICLE 31. SPECIAL PROVISIONS

A. STATUTORY LIMITATION

In accordance with the conditions imposed in the appropriation authorizing the construction project herein contemplated, the total fee recited in ARTICLE 2. Hereinbefore includes all fees for investigation and architectural and engineering services, and nothing herein contained shall be construed or understood to commit State to total expense greater than that which is provided in the appropriation. Further, no funds appropriated for any other purpose shall be expended for such services.

B. CONDITION PRECEDENT

At the time of the execution of this Agreement, there are available sufficient funds to compensate the Architect/Engineer for the performance of Schematic Design contemplated in this agreement; however, there are available insufficient funds for full Design Development, Construction Document Phase and Construction of the Project; therefore, it shall be a condition precedent to the Architect's/Engineer's performance of the services specified in ARTICLE 3 that the Architect/Engineer receive a written Notice to Proceed with the said services, said Notice to state that the necessary additional funds shall have become lawfully available, the amount thereof including the sum certain for going forward to complete physical accomplishment of the Project, and said Notice to be approved in writing by the Principle Representative, State Buildings Division, and the State Controller.

ARTICLE 32. VALIDITY OF AGREEMENT

This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

**Bennett
Wagner
&
Grody**

Architects PC

7 November 1994

Mr. Michael Redmond
Facilities Services Department
Front Range Community College
3645 West 112th Avenue
Westminster, CO 80030

RE: Library Addition and
Renovation of Classrooms, Laboratories, and Offices

Dear Michael,

Per your request, we have reviewed the additional issues and questions you have submitted and are re-submitting this letter as **Exhibit A**, outlining our Scope of Work for the proposed addition/renovation to Front Range Community College. This Exhibit is to be attached to the State of Colorado Architect Agreement for Basic Services. We submit the scope and fee as follows:

SCOPE OF WORK

The project scope includes Schematic Design for a library addition and renovation of classroom, laboratories and offices. Subsequent Phases of work will be accomplished as funding becomes available. The Scope of Work includes:

- A library addition of approximately 46,650 gsf, as the budget allows. The exact location of the addition will be determined at the beginning of Schematic Design.
- Renovation of existing library area, classrooms, class labs, and faculty offices in the main building of approximately 38,600 gsf. This renovation will include adjustments to the existing HVAC systems in the renovated areas.

The Construction Budget for the new library addition is \$6,144,905, excluding a 3% contingency. The Construction Budget for the proposed renovation is \$2,269,319, excluding a 10% contingency. These construction contingencies include the budget for the required 1% for art. Design for these two projects will occur simultaneously, while construction will be performed in two phases. The building program is based on the Program Plan dated March 10, 1994, developed by Klipp Colussy Jenks Dubois Architects, P.C.

1123 Aurora Parkway
Suite 123
Denver, Colorado
80204

303 . 623 . 7323

Mr. Michael Redmond
7 November 1994
Page 2

SCOPE OF BASIC SERVICES

Bennett Wagner & Grody and the proposed design team will design the addition and renovation which can be constructed within the budget, conforming to the program requirements within the Program Plan. Services will initially be limited to Schematic Design, and subsequently be phased as described in the Architects/Engineers Agreement. Scope of Services will include:

- Options for the location of the addition will be evaluated at the onset of the project, and an exact location will be determined which will be the basis of Schematic Design.
- Schematic Design will include the general layout of Owner's furniture, fixtures, and equipment to confirm spatial, HVAC, fire protection, and electrical requirements. In subsequent phases, Bennett Wagner & Grody will assist the Owner in the preparation of specifications and bid documents for the Owner's direct purchase of equipment such as systems furniture (by Prison Industries), computers, audio/video equipment, etc.;
- Schematic Design will identify utility requirements for the addition/renovation, and adequacy of existing on-site utilities.

EXCLUSIONS

Services which are excluded from Basic and anticipated Additional Services include:

- Existing Conditions Survey of areas not directly included as part of this Scope;
- Design for future exhaust and/or HVAC needs, including balancing of existing systems of non-renovated areas;
- For construction documents, fire protection engineering design within the building beyond the development of a Performance Specification for the Fire Protection System;
- Site design for future needs;
- Installation of Owner's equipment;
- Special furniture design;
- Asbestos abatement design beyond reference to State Requirements.

Mr. Michael Redmond
7 November 1994
Page 3

COMPENSATION

Bennett Wagner & Grody will provide the services outlined above and in the Agreement, for the fees as follow.

SCHEMATIC DESIGN

*New Library Construction
Basic Services (Fixed Fee)*

15%	Schematic Design	\$ 81,477
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*Renovation Construction
Basic Services (Fixed Fee)*

15%	Schematic Design	\$32,285	<u> </u>
			\$113,762

DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION

Understanding that funding is currently available for Schematic Design only, start-up costs for the project, if suspended for more than three (3) months, are \$3,500, not including work necessary to reflect Owner initiated design changes made after approval of the Schematic Design.

Projected fees for the remainder of the project are estimated as follows. Adjustments may be made to these figures after the approval of Schematic Design, based on site selection of the addition, and the subsequent extent of utilities, grading, drainage, and paving modifications required to accomplish the work.

*New Library Construction
Basic Services (Estimated Fee)*

20%	Design Development	106,689
45%	Construction Documents/Bidding	238,294
20%	Construction Administration	106,689

*Renovation Construction
Basic Services (Estimated Fee)*

20%	Design Development	45,054	
45%	Construction Documents/Bidding	101,372	
20%	Construction Administration	45,054	<u> </u>
			\$643,152

Mr. Michael Redmond
7 November 1994
Page 4

REIMBURSABLE EXPENSES

Estimated expenses for reimbursement as defined in the Agreement include items such as long distance, fax, reproduction for submittals for all phases of work, postage and handling of Documents, photography, and presentation renderings. General expenses are estimated to be approximately \$22,800 in addition to the printing of submittals as outlined below. Printing of required submittals will be invoiced to the Owner at 1.10 times actual cost.

Schematic Design Report

New Construction	
12 drawing, plotted	120
4 copies of drawings	66
50-page report, 4 copies	<u>10</u>
	196

Renovation Construction	
8 drawings, plotted	80
4 copies of drawings	44
30-page report, 4 copies	<u>6</u>
	130

\$ 326

Design Development Report

New Construction	
80 drawings, plotted	800
4 copies of drawings	440
300-page report, 4 copies	<u>60</u>
	1,300

Renovation Construction	
30 drawings, plotted	300
4 copies of drawings	164
200-page report, 4 copies	<u>40</u>
	504

\$ 1,804

Construction Documents

Mr. Michael Redmond
 7 November 1994
 Page 5

Construction Documents

New Construction (Bid Package 1)

175 drawings, plotted	1,750	
44 sets of drawings	10,560	
1000-page spec, 44 copies	<u>2,200</u>	
	14,510	

Renovation Construction (Bid Package 2)

75 drawings, plotted	750	
44 sets of drawings	4,480	
700-page spec, 44 copies	<u>1,540</u>	
	6,770	

As Built Reproducible Drawings

250 drawings, plotted	2,500	
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\$23,780

Total Submittal Expenses

\$25,910

PROPOSED PROJECT TEAM

Program Confirmation	Bennett Wagner & Grody
Architecture	Bennett Wagner & Grody
Civil Engineering	Martin/Martin
Structural Engineering	The Sheflin Group
Mechanical Engineer	Gordon, Gumeson and Associates
Electrical Engineer	Gordon, Gumeson and Associates

Mr. Michael Redmond
7 November 1994
Page 6

We will be submitting all required supporting material, including Certificates of Insurance, in the near future for your record. We will be increasing our E & O insurance coverage to \$1,000,000. Please let us know if this is acceptable.

We look forward to working with you, Bob Rizzuto, and the entire Front Range team. Please give us a call when you have had a chance to review this.

Sincerely,



Martha L. Bennett, AIA

Enclosures: Hourly Rate Schedule

EXHIBIT A

STANDARD HOURLY RATES (For services beyond Basic Services)

Category	Base Rate/Hour	Multiplier	Billing Rate/Hour
Principal	\$32.00	2.5	\$80.00
Senior Designer	24.00	2.5	60.00
Project Manager	22.00	2.5	55.00
Project Architect/Job Captain	18.00	2.5	45.00
Drafter (Hand or Computer)	16.00	2.5	40.00
Clerk/Secretary	14.00	2.5	35.00

REIMBURSABLE EXPENSES (for services beyond Basic Services)

Item	Charge Rate
Photocopies	\$0.05 ea
Blueline prints	\$0.13/sf
Blackline prints	\$0.15/sf
Mylar sepias	\$2.00/sf
Photographic mylar	\$8.00/sf
Computer plots on vellum	\$10.00/ea
Computer plots on mylar	\$18.00/ea
Transportation	.27/mi.

PRINCIPALS

Martha L. Bennett	Colorado License # 201240
Linda Moore Wagner	Colorado License # 201792
Donald R. Grody	Colorado License # 201934

CONSULTANT CERTIFICATION

I hereby certify:

- a. That I am the SECRETARY
and duly authorized representative of the firm of
Bennett Wagner & Grody Architects; and
- b. That the wage rates and other factual unit costs supporting the compensation to be paid by the State for these professional services are accurate, complete, and current; and
- c. That I understand the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principle Representative determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs; and
- d. That all such contract adjustments shall be made within one year following the end of this contract.

MBennett

Signature

**Bennett
Wagner
&
Grody**

Architects PC

**STANDARD HOURLY RATES
February 1995**

Category	Base Rate/Hour	Multiplier	Billing Rate/Hour
Principal	\$32.00	2.5	\$80.00
Senior Designer	24.00	2.5	60.00
Project Manager	22.00	2.5	55.00
Project Architect/Job Captain	18.00	2.5	45.00
Drafter (Hand or Computer)	16.00	2.5	40.00
Clerk/Secretary	14.00	2.5	35.00

REIMBURSABLE EXPENSES

Item	Charge Rate
Photocopies	\$0.05 ea
Blue line prints	\$0.13/sf
Blackline prints	\$0.15/sf
Mylar sepias	\$2.00/sf
Photographic mylar	\$8.00/sf
Computer plots on vellum	\$10.00/ea
Computer plots on mylar	\$18.00/ea
Transportation	.29/mi.

PRINCIPALS

Martha L. Bennett	Colorado License # 201240
Linda Moore Wagner	Colorado License # 201792
Donald R. Grody	Colorado License # 201934

1123 Auraria Parkway
Suite 123
Denver, Colorado
80204

303 . 623 . 7323

Mr. Michael Redmond
28 June 1995
page 4

PROPOSED PROJECT TEAM

Architecture	Bennett Wagner & Grody
Civil Engineering	Martin/Martin
Structural Engineering	The Sheflin Group
Mechanical Engineer	Gordon, Gumeson and Associates
Electrical Engineer	Gordon, Gumeson and Associates

We look forward to working with you, and the entire Joint-Use Library team. Please give us a call when you have had a chance to review this.

Sincerely,



Martha L. Bennett, AIA

Enclosures: Hourly Rate Schedule

Mr. Michael Redmond
 28 June 1995
 page 3

COMPENSATION

Bennett Wagner & Grody will provide the services outlined above and in the Agreement, for the fees as follow. Billings for the City of Westminster portion of the fees will be itemized separately, and will require approval of both the City of Westminster and Front Range Community College.

Additional Joint-Use Library Construction Basic Services (Fixed Fee)

15%	Schematic Design	\$ 49,655
20%	Design Development	66,207
45%	Construction Documents/Bidding	148,965
20%	Construction Administration	<u>66,207</u>
	Subtotal Basic Services	\$331,035

REIMBURSABLE EXPENSES

Estimated expenses for reimbursement as defined in the Agreement include items such as long distance, fax, reproduction for submittals for all phases of work, postage and handling of Documents, photography, and presentation renderings. General expenses are estimated to be approximately \$7,977 in addition to the printing of submittals as outlined below.

Printing of required submittals will increased above the original agreement as outlined below, and will be invoiced to the Owner at 1.10 times actual cost.

Schematic Design Report	\$ 171
Design Development Report	773
Construction Documents	<u>2,470</u>
Total Submittal Expenses	\$10,414

Presentation meetings to the City of Westminster City Council, or other requested public meetings will be provided on an hourly basis.

Mr. Michael Redmond
28 June 1995
page 2

SCOPE OF BASIC SERVICES

Bennett Wagner & Grody and the proposed design team will design the joint-use library addition which can be constructed within the budget, conforming to the program requirements within the Program Plan, as amended. Services will be as described in the Architects/Engineers Agreement. Scope of Services will include:

- Options for the location of the addition will be evaluated at the onset of the project, and an exact location will be determined which will be the basis of Schematic Design.
- Schematic Design will include the general layout of Owner's furniture, fixtures, and equipment to confirm spatial, HVAC, fire protection, and electrical requirements;
- Schematic Design will identify utility requirements for the addition, and adequacy of existing on-site utilities.
- Design Phases will require written approval by both the City of Westminster and Front Range Community College.

EXCLUSIONS

Services which are excluded from Basic and anticipated Additional Services include:

- Existing Conditions Survey of areas not directly included as part of this Scope;
- For construction documents, fire protection engineering design within the building beyond the development of a Performance Specification for the Fire Protection System;
- Site design for future needs, including future replacement parking lot design;
- Installation of Owner's equipment;
- Special furniture design;

**Bennett
Wagner
&
Grody**

Architects PC

28 June 1995

Mr. Michael Redmond
Facilities Services Department
Front Range Community College
3645 West 112th Avenue
Westminster, CO 80030

RE: Additional Services for the City of Westminster Joint-Use Library Addition
at Front Range Community College

Dear Michael,

Per your request, we are submitting this letter outlining our Scope of Work for the proposed City of Westminster Library Addition at Front Range Community College. This work will be provided in addition to the work described in our Agreement dated November 29, 1994. We submit the scope and fee as follows:

SCOPE OF WORK

The project scope includes the development of a Joint-Use Library for the City of Westminster and Front Range Community College. The additional Scope of Work includes:

- Re-work of the Schematic Design of approximately 46,650 gsf FRCC Library into Joint-Use Library space with the City of Westminster;
- Approximately 29,523 gsf of additional library space to accommodate program space for the City of Westminster, incorporated as Joint-Use space.

Budget for the additional library construction is \$3,815,408, excluding a 3% contingency and 1% for art. Design for the project will occur in a single phase, and construction will be performed in a single phase, using a General Contractor. The building program is based on the Program Plan Amendment, dated July 14, 1995.

1123 Aurora Parkway
Suite 123
Denver, Colorado
80204

303 . 623 . 7323

October 20, 1995

Bill Christopher, City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80030

Dear Bill:

Enclosed are the City's copy of the Intergovernmental Agreement, the Architectural Agreement, Schematic Design booklet, Bennett Wagner & Grody's first two invoices and a copy of the slides we used in our presentation to the State Board. The boards we used for that are in my office and I will be glad to deliver them if you want to use them in your presentations to the City Council. Martha has also indicated she is available to meet with you and the council if necessary.

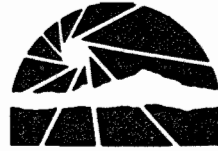
The focus groups and the architects have indicated they are prepared to move into Design Development in early November. Please review the schematic design booklet and let me know of any concerns or changes you would like integrated by the end of October.

Please forward a check payable to FRCC for the enclosed invoices. The college will issue one check to the architect that includes both our payments. Feel free to give me a call at 466-8811 extension 548 if you have any questions. Thank you.

Sincerely,

Bob Rizzuto
Vice President, Finance and Administration

Enclosures



FRONT RANGE
COMMUNITY COLLEGE

Excellence and Diversity

Main Campus 3645 West 112th Avenue, Westminster, Colorado 80030 (303) 466-8811 FAX (303) 466-1623

September 22, 1995

Bill Christopher, City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80030

Dear Bill:

Enclosed as promised, you will find a copy of the latest iteration of the Intergovernmental Agreement we discussed this morning.

If you have any questions, please call me at 466-8811 extension 548.

Sincerely,

Bob Rizzuto
Vice President, Finance and Administration

Enclosure

Other Locations:

Larimer County Center 4616 South Shields, Fort Collins, Colorado 80522 (303) 226-2500 FAX (303) 633-2139
Boulder Center 2995 Wilderness Place, Boulder, Colorado 80301 (303) 786-7018 FAX (303) 786-7020



960039

Mon
10:50

WESTMINSTER

NOV 02 1999
College President's Office

October 27, 1999

Dr. Tom Gonzales, President
Front Range Community College
3645 West 112th Avenue
Westminster, CO 80031

City of Westminster
Office of the
City Manager

4800 West 92nd Avenue
Westminster, Colorado
80030

303-430-2400
FAX 303-430-1809

Dear Tom:

I wish to provide to you the enclosed City Council Agenda Memorandum pertaining to the College Hill Library entrance plaza improvements. This expenditure of \$29,601.25 was approved by the Westminster City Council at its September 13, 1999 meeting.

As you will note, there have been problems and concerns pertaining to the College Hill Library entrance plaza. The handicap parking was in a potentially hazardous location in a drop-off area. Also, students and library patrons would regularly walk across the grass in front and, in turn, cause the turf to become bare and unsightly. The entrance has been improved by removing the handicap parking from the drop-off lane, and created two handicap parking spaces in the first parking island with the addition of four handicap ramps. As part of the improvements, concrete paving the end of the parking island where patrons have been walking, as well as adding concrete and colored concrete to the very front plaza and incorporating some potted plantings and benches have been pursued. The enclosed Council Agenda Memorandum will provide more detail about these improvements.

Our staff contacted College representatives and were informed that the College did not have funds for these improvements. While the Westminster City Council did go ahead and authorize the full \$29,601.25 for the concrete work with Concrete Express, I am concerned about the precedent that this has set. Since the City and College are partners in the College Hill Library facilities and operations, I would hope that, at some point in time, the College would be able to reimburse the City for its share of this expense.

On a related matter, we have been discussing internally the possibility of opening the Library on Sundays. Westminster library facilities are one of the few public libraries in the Denver Metropolitan area that are not open for the public's use on Sundays. We will probably be reallocating some staff resources from one of the other Westminster library facilities, which would provide an opportunity to allocate minimal staffing for Sunday operations. I would be interested in learning what your thoughts are about the Library being open on Sundays and to what extent the College could provide staff resources to join with the City.



Dr. Tom Gonzales
October 27, 1999
Page 2

Finally, perhaps at some point in the future, we should sit down and discuss future improvements, either of a capital improvement nature or an operational focus, to gain a common understanding on sharing costs and providing resources. I look forward to hearing from you at your convenience.

Sincerely,

Bill Christopher
City Manager

cc: Dr. Michele Haney, Front Range Community College
Bill Walenczak, Director of Parks, Recreation and Libraries
Kathy Sullivan, Library Services Manager

Enclosure



ESTMINSTER
COLORADO

Agenda Memorandum

Date: September 13, 1999
Subject: College Hill Library Entrance Plaza
Prepared By: Julie Meenan Eck, Landscape Architect

Introduction

City Council action is requested to authorize a change order in the amount of \$29,601.25 with Concrete Express to do the flatwork improvements at the College Hill Library entrance plaza. This work is in addition to the Infrastructure Division's contract with Concrete Express in 1999. Funding for this project is available in Park Improvement Account in the Capital Improvement Program.

Summary

City Staff has received several complaints about the condition of the entrance at College Hill Library and has been looking at ways to improve the site. Front Range Community College is responsible for the site work at the college. However, they have informed City Staff that they have no funds available to make these improvements. The handicap parking is in a potentially hazardous location in a drop off area. The students and library patrons continue to walk across the grass in front, and reduce the lawn to dirt. Staff has looked at a way to improve the entrance by removing the handicap parking from the drop off lane and creating two handicap parking spaces in the first parking island, with the addition of four handicap ramps. Staff recommends also paving the end of the parking island where patrons are walking, add concrete and colored concrete to the very front plaza, and incorporate some potted plantings and benches.

Alternatives

1. Do not accept the change order for Concrete Express and leave the College Hill Entrance as it is currently.
2. Request that the college fund these improvements. This has all ready been done, and Staff has been informed that there is no state funding available to make any of these improvements.

Staff Recommendation

Authorize the City Manager to sign a change order in the amount of \$29,601.25 with Concrete Expresses to complete the flatwork improvements at the College Hill Library entrance plaza.

Background Information

College Hill Library is adjacent to Front Range Community College. The college currently is responsible for maintenance of the site and recently has experienced some irrigation breaks that have contributed to the trampled sod and muddy front of the library. City irrigation staff is currently fixing the irrigation for the library as part of the steps to improve the entrance. The lower parking lot is the student lot for the college, and has an extremely high foot traffic rate across the entrance to the library. This, in conjunction with the irrigation problems, has led to the downfall of the turf areas at the entrance. There is currently handicap parking at the top entrance to the library, but the college added two spaces to the drop-off lane at the lower level. Staff will relocate those spaces due to regulations and the non-accessibility to the ramp if someone is parked in front of the ramp.

College Hill Library Entrance Plaza
Page 2

Additional trees were planted in the grid pattern along the front hillside as another attempt to improve the entrance. These changes to the entrance will be easier to maintain, and will improve pedestrian circulation at the entrance.

The construction budget estimate for the College Hill Entry Plaza is \$29,601.25, which is detailed in the following budget summary.

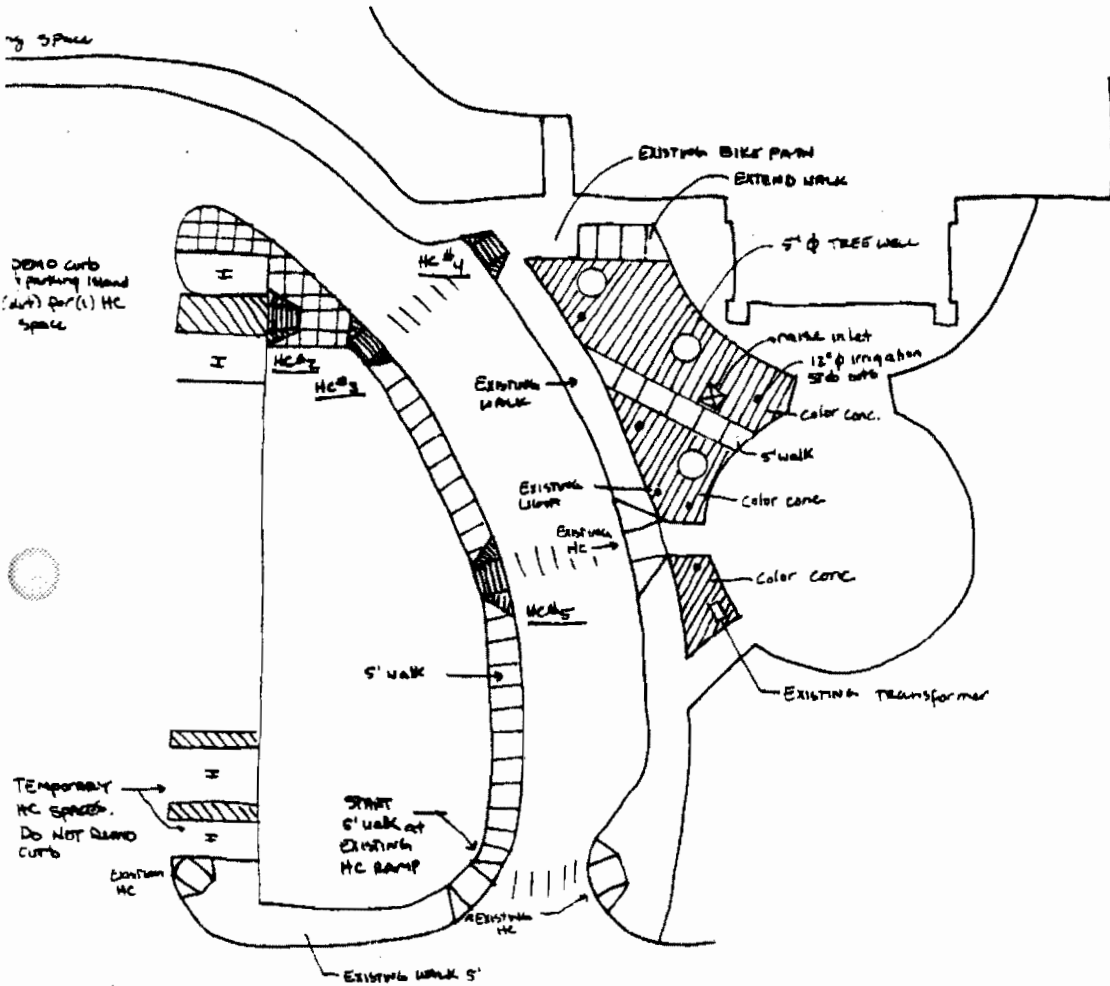
Park improvement Funds	<u>\$ 29,601.25</u>
Total	\$ 29,601.25

Respectfully submitted,



William M. Christopher
City Manager





Attachment: Site Plan

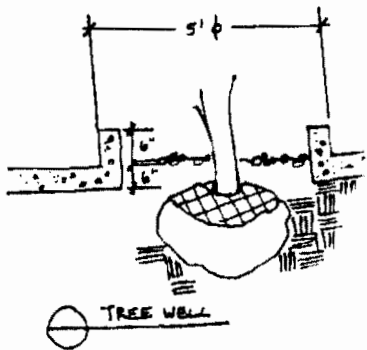


COLLEGE HILL LIBRARY

Front Entry Concrete ↑ NORTH
 0 5 10

LEGEND

-  NEW 5' Concrete
-  NEW colored Concrete (Dawn's Color : sunset robe MATCH existing)
-  5' DIAMETER TREE WELL (6' CURB (SEE DETAIL))
-  12" DIAMETER CUT OUT for irrigation stub up (IRRIGATION BY OTHER)



TEMPORARY HC SPACES. DO NOT REMOVE CURB

START 5' WALK AT EXISTING HC RAMP