

**ADAMS COUNTY, COLORADO
ARCHITECT'S AGREEMENT WITH
ROTH SHEPPARD ARCHITECTS**

THIS ARCHITECT'S AGREEMENT ("Agreement"), is made and entered into this 25th day of March, 2012, by and between the Board of County Commissioners, County of Adams, State of Colorado, a body politic and corporate, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601, hereinafter referred to as the "County," and Roth Sheppard Architects, LLP, located at 1900 Wazee Street, Suite 100, Denver, CO 80202, hereinafter referred to as the "Architect," for the following project:

Provision of architectural and engineering design services and construction management services for the shooting range and training building to be known as the Flatrock Training Facility Range Building, to be located at East 128th Avenue and Gun Club Road. Such services are more particularly described in pages Architect's proposal, a copy of which is attached as Exhibit A. Architect must also comply with the Request for Proposals, a copy of which is attached as Exhibit B. In the event of a conflict between the terms of this Agreement and the terms of the exhibits, the terms of this Agreement shall prevail. Architect understands that County does not use the standard AIA agreement or its terms.

WITNESSETH

WHEREAS, the County desires to enter into a contract with the Architect for the above architectural and engineering design services for a new shooting range and training building located near the intersection of E. 128th Avenue and Gun Club Road ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Architect agree as follows:

ARTICLE I
SCOPE OF SERVICES

The Architect shall provide professional services required by this Agreement pursuant to and in accordance with Exhibits A and B. In the event of any inconsistencies or conflicts between the terms and conditions of this Agreement and the terms and conditions contained in Exhibit A, the terms and conditions of this Agreement shall control.

ARTICLE II
COMPENSATION

1. The County shall compensate the Architect for this Project as set forth in Exhibit A.

2. In the event that any portions or phases of the Project are deleted or otherwise not constructed, subsequent to a bid being awarded by the County, compensation for such portions or phases of the Project shall be payable only to the extent of services performed.

ARTICLE III
PAYMENT TO THE ARCHITECT

1. Invoices will be submitted to the County by the Architect on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

2. Financial obligations of the County, payable after the current fiscal year, are contingent upon funds for such purposes being appropriated, budgeted and otherwise made available during any subsequent year. If the funds are not so appropriated, budgeted, and made available, the County may terminate this Agreement by notice to the Architect. This Agreement shall not be construed as a multi-year debt obligation pursuant to TABOR. It is the County's intent, however, that funds will be available so that full payment will be made to the Architect pursuant to the terms of this Agreement, and the Project shall be fully completed.

ARTICLE IV
CHANGE IN SERVICES

1. Changes in services of the Architect, including services of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed upon in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in paragraph 2 of this Article. Except for a change due to the fault of the Architect, changes in services of the Architect may entitle the Architect to an adjustment in compensation pursuant to Exhibit A.

2. If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in its schedule and compensation:

- a. Changes in the instructions or approvals given by the County or its Designated Representative that necessitate revisions in the services provided by the Architect as described in Article I;
- b. The enactment of or revisions to codes, laws, regulations, or official interpretations of same that necessitate changes to services provided by the Architect as described in Article I;

- c. Decisions of the County or its Designated Representative that are not rendered in a timely manner;
- d. Significant changes in the scope of the overall Project including, but not limited to, the size, quality, and complexity of the Project, or changes in the County's schedule, budget, or procurement method(s);
- e. Changes in the County's Master Plan that would result in significant changes in the scope of the overall Project;
- f. Architectural or engineering services provided in association with the Schematic Design Cost Estimate Phase of the Project; and/or
- g. Failure of performance by the County, its consultants, and/or its contractors.

ARTICLE V
ARCHITECT'S ACCOUNTING RECORDS

1. Records of all expenses connected with the Project including, but not limited to, records of reimbursable expenses, expenses pertaining to additional services on the Project, and for services performed on the basis of direct personnel expenses, shall be kept in accordance with generally accepted accounting principles, and shall be available to the County or the County's at mutually convenient times for inspection or audit. Upon request by the County, the Architect shall provide copies of the Architect's current financial statements, which shall be prepared according to generally accepted accounting principles. Records shall be kept in sufficient detail so as to provide accurate documentation of actual costs incurred for services rendered by the Architect and its employees.

2. All records shall be maintained by the Architect for a period of three (3) years from the date of Final Payment to the Architect under this Agreement.

ARTICLE VI
APPROVALS BY COUNTY

1. The Architect shall meet with the Board of County Commissioners, the County's Designated Representative, or other representatives of the County at reasonable and regular intervals, or as requested by the Board of County Commissioners or the County's Designated Representative, to report progress, to discuss the work being performed, and to obtain direction and approval of said work.

2. The Board of County Commissioners shall be the sole and final authority for approval or disapproval of all work performed by the Architect on this Project, but may delegate final approval for certain portions or phases of the work to the County's Designated Representative.

3. The County shall provide the Architect with access to the Board of County Commissioners and the County's Designated Representative in an expeditious manner for the orderly progress of the Architect's services.

4. The Architect shall coordinate all approvals by the Board of County Commissioners with the necessary approvals required by the other governmental entities having jurisdiction over the Project.

5. If and when required by the County, the Architect agrees, as part of the services to be provided for the fee specified in Article II, paragraph 1, to meet with County personnel, appropriate representatives of any local government having land use authority over the Project, and with fire and building inspection agencies for the purpose of obtaining the review, comments, or approvals of such agencies or personnel for any portion or phase of the Project, except for obtaining information and/or approvals regarding overall site, zoning, land use, or planning permits.

ARTICLE VII
ASSIGNMENT OF AGREEMENT

1. The Architect hereby agrees that the County shall have the right to assign to any entity of its choice, all of its rights, title, and interests in and to this Agreement together with its duties and obligations hereunder, with the written consent of the Architect, such consent not to be unreasonably withheld.

2. The Architect shall not assign this Agreement. Any assignment by the Architect shall be void, and any assignment or act of attempted assignment shall be a substantial and material breach of this Agreement. The County may terminate this Agreement for said act of attempted assignment or assignment without any liability on the part of the County to the Architect for such termination.

3. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the County, its officers, agents, and employees for, from, and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorney fees, that are attributable to Architect's breach of the customary standard of care in its performance under this Agreement.

4. The terms, conditions, and covenants to be performed and observed by the parties hereto shall inure to the benefit, and be binding upon, the County's successors and assigns.

ARTICLE VIII
OWNERSHIP AND USE OF DOCUMENTS

1. Documents developed for use on or for this Project, including the Architect's design, all drawings, specifications, plans, and other work product, in whatever form or stage of completion, shall be the sole and exclusive property of the County, regardless of whether the Project is completed. Said documents shall be delivered to the County within five (5) days of any request therefor, but the Architect shall be permitted to retain one complete set of the contract documents and other work product. The County shall not use the documents developed for use on or for this Project, and improvements thereto, for any other projects. The County shall have in its sole discretion the sole and exclusive right to assign, sell, transfer, or convey all of its rights, title, and interests in and to the design and all drawings, plans, specifications, and any and all other work products produced by the Architect pursuant to this Agreement to a building authority or any other entity, without the compensation to the Architect, subject to the limitation that the use of such design, drawings, plans and specifications by the local governmental body with land use authority for the Project, and fire and building agencies is for the purpose of obtaining the review, comments, or approvals of such agencies or personnel for any portion of any phase of the Project.

2. All unique and original design components and elements developed for this Project, including the design, drawings, and specifications, other than Architect's

standard details and specifications, shall not be used by the Architect on or for other projects without the written approval of the County.

3. Submissions or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or County's rights.

ARTICLE IX
COUNTY'S RESPONSIBILITIES

The following responsibilities will be undertaken by the County, in addition to any services described in Exhibit A:

1. The County designates the Adams County Director of Facilities Operations, Mike Goins, as the County's Designated Representative for the administration of this Agreement. The County's Designated Representative is not empowered to delegate his responsibilities and duties hereunder.

2. Unless otherwise specifically provided herein, the County's Designated Representative shall be empowered to provide all approvals required herein to be made by the County, except that final acceptance and approval of completion of the Project shall only be made by the Board of County Commissioners.

3. All disputes arising as to the interpretation of this Agreement, the plans or specifications, or any requirement thereof shall be resolved by the County's Designated Representative, and it is agreed that his decision shall be final in the matter, and the Architect shall abide by that decision. Any such determination by the County's Designated Representative, however, shall not act as a waiver or preclude the Architect from petitioning the District Court of Adams County for a de novo determination of the matter in dispute, but in no event shall the Architect slow or stop the performance of the work while such determination is pending, and the County shall continue to make payment in accordance with the provisions of this Contract, except as to any amount involved in the dispute.

4. The County shall contract for or provide soils, paving, structural, mechanical, concrete, weld, chemical, asbestos, environmental, and other laboratory tests, inspections, and reports as recommended by the Architect or required by law.

5. The County shall furnish boundary and topographic survey information in accordance with the Architect's requirements and satisfaction as needed to perform the work.

6. The County shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's service and of the work. The County shall review and approve all phases and stages of service provided by this Agreement prior to the Architect proceeding with any following phases or stages. The County shall

not, however, be liable for any negligence, errors, or omissions as a result of such review or approval.

ARTICLE X
ASSURANCES OF ARCHITECT

1. All work for which a license is required under the laws of the State of Colorado done hereunder shall be done by, or under the direction and control of, an architect licensed in the State of Colorado, or an engineer registered and licensed in the State of Colorado. All plans and documents shall be approved by, and bear the stamp and signature of, an architect licensed in the State of Colorado, or bear the seal and signature of an engineer registered and licensed in the State of Colorado, in accordance with the rules and regulations of the governing bodies in the State of Colorado.

2. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, specifications, drawings, and other services rendered by the Architect and/or under the Architect's control, and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies in documents that were not prepared by the Architect in accordance with the customary standard of care.

3. In the design and engineering of the Project, the Architect shall comply to the best of its information, knowledge, and belief with all applicable laws and regulations of the United States, the State of Colorado, the County of Adams, the local governmental entity having land use authority over the Project, and any other applicable political subdivision, and will prepare and arrange for the securing of all necessary licenses and permits in connection therewith.

4. Because time is of the essence, in the event any dispute arises under this Agreement, and during the time such dispute is being resolved as provided in the above in Article IX, paragraph 3, the Architect shall continue performance under this Agreement in accordance with the terms and conditions hereof. Failure by the Architect to continue expeditious performance of its duties because of a dispute arising under this Agreement, shall, at the option of the County, be construed as a material breach of this Agreement. The existence of any dispute under this Agreement shall not relieve the County of its obligation to continue to make payments to the Architect, so long as the Architect continues its performance hereunder.

5. The Architect's obligations as set forth in this Agreement are solely to and for the benefit of the County or its assigns, and are not for the benefit of, nor may they be enforced by, any third party including, but not limited to, the construction contractor(s), any construction subcontractors of any tier, or their sureties.

ARTICLE XI
TIME

The County and the Architect agree that time is of the essence in the successful completion of the Project. The Architect's work shall be performed diligently, uninterrupted, and at such rate of progress as will assure completion of construction documents ready to bid by June 1, 2012, and completion of construction administration services by February 1, 2013. The Architect agrees that this completion time frame includes the allowance of a reasonable period of time for the reviews and approvals required under this Agreement. If the work of the Architect is unreasonably delayed by the failure of any person or entity to provide a required review or approval within such reasonable time, the Architect shall be entitled to an appropriate extension of time. If circumstances and events reasonably permit, the Architect will complete the work prior to the above deadlines, although the County and the Architect agree that, in no event, shall the Architect be held responsible or liable for delays to the Project caused by events or circumstances not under the Architect's control, including the activities and responsibilities of the construction contractor.

ARTICLE XII
CONSTRUCTION COST

1. The Architect shall design the Project within the total estimated cost of construction, which is \$2,100,000 (two million, one hundred thousand dollars) and which shall hereinafter be referred to as the "Fixed Limit".

2. If the lowest bona fide construction manager/general contractor ("GM/GC") construction bid(s) or negotiated construction proposal(s) exceed the Fixed Limit by more than ten percent (10%), the County may: (1) give written approval of an increase in such Fixed Limit; (2) authorize rebidding or renegotiation of the construction work, in whole or in part, within a reasonable time; (3) if the Project is abandoned, terminate the Project in accordance with Article XXIII; or (4) cooperate in revising the scope and quality of the construction phase as required to reduce the construction cost to within the latest statement of probable construction costs issued prior to the receipt of bids or negotiations. In the case of (4), the Architect, without additional charge, shall modify the drawings and specifications as necessary to comply with the Fixed Limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such Fixed Limit, and having done so, the Architect shall be entitled to compensation, in accordance with this Agreement, for all other services performed, even if the construction phase is not completed.

ARTICLE XIII
CONSTRUCTION SERVICES

1. During the construction phase, which shall commence upon execution of the Construction Contract by the County, the Architect shall provide the following services:

- a. The Architect shall be a representative solely of the County and Architect during the construction phase, and shall advise and consult with the County.
- b. The project management tool commonly called the Critical Path Method ("CPM") will be employed by the contractor for the planning, scheduling, and reporting of all work to be performed under the Construction Contract. The activity-on-arrow diagramming method shall be utilized in preparing the CPM schedule network diagrams. The construction contractor will be responsible for developing the proposed network arrow diagrams, which will show the sequence and interdependency of activities required for complete performance of the construction. The networks shall be time-framed; equipment-loaded; manpower-loaded; cost-loaded; and shall indicate which activities are critical to timely completion of the construction. The network diagrams shall also be updated on a monthly basis. The County's Designated Representative, in consultation with the Architect, will oversee the work of the construction contractor to see that the construction contractor timely complies with all of the CPM schedule-related requirements of the Construction Contract including, but not limited to: initial submittals; revisions and approvals of acceptable CPM schedules; monthly updating of the CPM schedules; and submittal of all required CPM schedule back-up information pertaining to any changes in the construction work or claims by construction contractor. The County's Designated Representative shall be responsible for scheduling, attending, chairing, and documenting all meetings ("Owner's Meetings") with the construction contractor, the County's consultant(s), and the Architect that are necessary for obtaining the construction contractor's timely submittal of the scheduling requirements of the Construction Contract. The Architect shall attend the weekly and/or bi-weekly Owner's Meetings and confer with the County and GM/GC as necessary for the timely and successful completion of the Project.
- c. All communications from the construction contractor to the County, and vice versa, shall be forwarded through the Architect. The Architect shall comply with any reasonable Project

administration and/or paperwork management procedures instituted by the County or its consultants.

- d. The Architect shall, at all times, have access to the construction work wherever it is in preparation or progress.
- e. The Architect shall determine the amount owing to the construction contractor based on observations at the site, evaluations of the construction contractor's applications for payment, and review of the CPM schedules, as currently updated, and shall issue certificates of payment in such amounts as provided in the Construction Contract.
- f. The issuance of a certificate for payment shall constitute a representation by the Architect to the County that the contractor's work has progressed to the point indicated in applicable application for payment, based on the Architect's observations at the site as provided herein. The issuance of a certificate for payment shall further constitute a representation by the Architect to the County that, to the best of Architect's knowledge, information and belief, the quality of the contractor's work is in accordance with the terms and conditions of the Construction Contract (subject to an evaluation of the construction work for conformance with the Construction Contract upon substantial completion), to the results of any subsequent tests required by or performed under the Construction Contract documents, to minor deviations from the Construction Contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment; and that the construction contractor is entitled to payment in the amount certified. The issuance of a certificate for payment, however, shall not be a representation that the Architect has made any examination to ascertain how, and for what purpose, the construction contractor has used the monies paid on account of the construction contract sum.
- g. The Architect shall have authority to reject construction work that does not conform to the Construction Contract. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract documents, the Architect will have authority to require special inspection or testing of the construction work, in accordance with the provisions of the Construction Contract, whether such construction work has been fabricated, installed, or completed. Neither the Architect's authority to act under this subparagraph, nor any decision made by the Architect in good faith either to exercise or not exercise such authority, shall give rise to any duty

or responsibility of the Architect to the construction contractor, any construction subcontractor of any tier, any of their agents or employees, or any other person performing any of the construction work. The Architect will not be responsible for, and will not have control of or charge over, any of the contractor's construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction work.

- h. The Architect shall review Change Orders for the County's approval and execution in accordance with the Construction Contract, and shall have the authority to order minor changes in the construction work not involving an adjustment in the construction contract sum or an extension of the construction contract time, and that are not inconsistent with the intent of the Construction Contract.
- i. The Architect shall review and approve, or take other appropriate action upon, submittals made by the contractor such as shop drawings, product data, and samples, but only for conformance with the information given in the Construction Contract documents. The Architect's fee includes a maximum of two (2) reviews per submittal. Additional reviews may be performed for an additional fee as agreed upon by the Architect and the County's Designated Representative. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required under the Construction Contract. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect, of construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Construction Contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Contract. Such action shall be taken with reasonable promptness so as to cause no delay. Any delay on the part of the Architect in the review of contract submittals, which results in the payment to the contractor for a compensable delay, shall be the responsibility of the Architect.

- j. The Architect shall become familiar with, and observe the progress and quality of, the construction work to determine if the work is proceeding generally in accordance with the Construction Contract and the applicable network arrow diagram. The Architect shall inform the County of the progress, quality, and quantity of the construction work. The Architect shall be responsible for advising the County of any observable or otherwise detectable faults, defects, or nonconformities in the Project, or nonconformance with the Construction Contract, of which the Architect has knowledge, or reasonably should have knowledge, and shall give prompt written notice thereof to the County's Designated Representative.
- k. The Architect shall, with the County's Designated Representative, conduct inspections to determine the dates of Substantial Completion and Final Completion of the construction, but determination by the County's Designated Representative of said dates shall be final.
- l. Whenever necessary, the Architect shall advise and consult with the County on:
 - i. Any aspect of the design, materials, or construction work;
 - ii. Any Change Order;
 - iii. Interpretation of the Construction Contract;
 - iv. The necessity or advisability of performing special inspections or testing of the construction work; and
 - v. Written warranties and related documents provided by the construction contractor or required under the Construction Contract.
- m. Nothing in this Agreement will make the Architect responsible for the finding, presence, handling, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, PCBs, lead, mold, or mildew.
- n. At the completion of construction, Architect shall provide electronic Record Documents (As-builts) of all plans and specifications based on the contractors' as-built plans. Record Documents will be forwarded to the County in a compact disk or flash drive. Format shall be AutoCAD 2012 and PDF files.

2. During the construction and post-construction phases, no design or specification contained in the Architect's final documents shall be changed or modified without first obtaining written approval of the Architect.

ARTICLE XIV
AMENDMENTS TO AGREEMENT

This written Agreement constitutes the entire agreement of the parties hereto. No representations, promises, terms, conditions, or obligations referring to the subject matters hereof, other than those expressly set forth herein, shall be of any force or effect. No modification, change, or alteration of this Agreement shall be of any force or effect unless in made in writing and signed by the parties hereto.

ARTICLE XV
NON-DISCRIMINATION

In connection with the performance of the services under this Agreement, the Architect agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, age or handicapped condition, and further agrees to insert the foregoing provision in all subcontracts hereunder.

ARTICLE XVI
AVAILABILITY OF CONSULTANTS

So as to assure that there will be no unreasonable delays in the construction process due to the unavailability of the Architect's consultants, the Architect shall give preference to retaining, whenever possible, professional consultants who will commit to responding to the construction site or the Architect's offices within three (3) days from the time the Architect requests the consultant's presence. Prior to retaining any consultant unwilling to make such a commitment, the Architect shall first obtain the written approval of the County, which shall not be unreasonably withheld.

ARTICLE XVII
PATENTS/COPYRIGHTS

The Architect agrees to protect, defend and save harmless the County against any demand for payment for the use of any patented or copyrighted material, process, design, article or device that may enter into the work being performed by the Architect under this Agreement.

ARTICLE XVIII
INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Architect acts as an independent contractor and not as an employee of the County. The Architect shall be solely and

entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Architect shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

ARTICLE XIX INSURANCE

1. The Architect shall procure and maintain comprehensive general liability insurance at its own expense during the life of this Agreement. Such insurance shall afford coverage with limits of liability of not less than Two Million Dollars (\$2,000,000) combined single coverage for bodily injury and property damage.

2. The Architect shall procure and maintain vehicle liability insurance at its own expense during the life of this Agreement. The Architect shall require adequate insurance and liability coverage from any consultants or subcontractors employed or retained by the Architect.

3. The Architect, and any consultants of the Architect that provide services for which a professional license is required by the laws of the State of Colorado, shall each carry professional liability insurance for this Project in an amount of not less than Two Million Dollars (\$2,000,000) for and by the Architect, and Two Million Dollars (\$2,000,000) for and by its consultants, or in such greater amount as the County may require to be effective during the term of this Agreement, and shall continue to maintain such insurance for three (3) years after Substantial Completion of the Project. The Architect shall be responsible for requiring any consultants retained, or any subcontractors employed by the Architect, to maintain professional liability insurance in the amount as specified in this Article for the Architect.

4. The County may require additional insurance coverage or limits, including professional liability insurance, in excess of that normally carried by the Architect and the Architect's consultants. In the event the County does require additional insurance pursuant to this paragraph the Architect shall be entitled to reimbursement from the County for the cost of any additional insurance premiums incurred.

5. The Architect shall furnish the County with one (1) copy of certificates of all insurance required under this Agreement. Such certificates shall contain a provision that the County shall be given thirty (30) days advance written notice of cancellation. The certificates shall be filed with the County's Facilities Management Department at the

time of the execution of this Agreement. The Architect shall be responsible for immediately advising the County of a material change in any insurance coverage including, but not limited to, claims against the Architect.

6. All insurers of the Architect must be licensed or approved to do business in the State of Colorado. Upon failure of the Architect to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Architect in obtaining and/or maintaining any required insurance shall not relieve the Architect from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Architect concerning indemnification.

ARTICLE XX
WAIVERS

No waiver of any breach, or failure by either party to insist on strict performance of any one of the terms, conditions, or covenants of this Agreement shall be deemed to imply or constitute a waiver of any other term, condition, or covenant herein, and shall not be a waiver of the right thereafter to enforce any breach or provision of the Agreement.

ARTICLE XXI
LAW AND VENUE

Venue for any and all legal actions arising under this Agreement shall be with the district court of Adams County, Colorado, and shall be governed by the laws of the State of Colorado.

ARTICLE XXII
NOTICES

Any notices required or permitted hereunder, or which any party elects to give, shall be in writing and delivered either personally to the other party or the other party's authorized agent, set forth below (or as changed by written notice), or by depositing such notice in the United States mail, return receipt requested, postage fully pre-paid, to the persons or entities at the addresses set forth below, or to such other address as either party may later designate in writing: Any notices given by mail as herein provided shall be deemed received three (3) days from the date deposited in the United States mail.

ADAMS COUNTY: Board of County Commissioners
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720.523.6100
Facsimile: 720.523.0577

with a copy to: Director of Facilities Operations
4430 S. Adams County Parkway
Brighton, Colorado 80601
Attn.: Mike Goins
Phone: 720.523.
Facsimile: 720.523

and: Adams County Attorney
4430 S. Adams County Parkway
Brighton, Colorado 80601
Phone: 720.523.6116
Facsimile: 720.523.6114

ARCHITECT: Herbert Roth

Roth Sheppard Architects, LLP
1900 Wazee Street, Suite 100
Denver, Colorado 80202
Phone: 303.534.7007
Facsimile: 303.534.7722

with a copy to:

Phone:
Fax:

ARTICLE XXIII
TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail to perform the terms hereof through no fault of the other and in the event of failure to remedy default within the thirty (30) days. Notice of intention to terminate shall specify the grounds upon which the party issuing the notice intends to rely in claiming default by the other party. If the Architect defaults and is unable to remedy, no payment shall be due and owing by the County for any work performed after receipt of notice to terminate.

2. This Agreement may be terminated by the County upon at least seven (7) days written notice to the Architect in the event that the Project, or any part thereof, is abandoned, subject to the provisions of Article XII, Paragraph 2.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

1. This Agreement may be executed in several counterparts, and each such counterpart shall be deemed an original.

2. Unless otherwise stated in this Agreement, words that have well-known technical or construction industry meanings are used in this Agreement in accordance with such meanings.

ARTICLE XXV
COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Architect shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

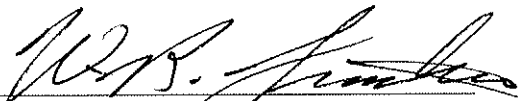
- A. The Architect shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and

jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- B. The Architect shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Architect shall not enter into a contract with a subcontractor that fails to certify to the Architect that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Architect has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Architect shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Architect obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Architect shall: notify the subcontractor and the County within three days that the Architect has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Architect shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Architect shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Architect violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Architect shall be liable for actual and consequential damages to the County.

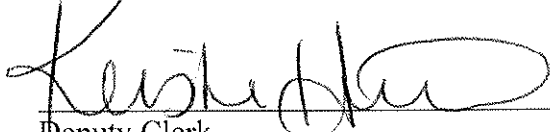
IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

COUNTY OF ADAMS
STATE OF COLORADO

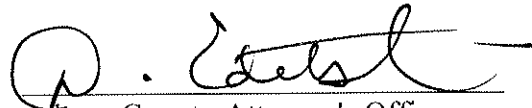

Chairman, Board of County Commissioners

3-21-12
Date

ATTEST:
KAREN LONG,
CLERK AND RECORDER


Deputy Clerk

Approved as to form:


Adams County Attorney's Office

ROTH SHEPPARD ARCHITECTS, LLP
ARCHITECT


Name: **HERBERT ROTH**
Title: **PARTNER**

3/15/12
Date

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Architect hereby certifies that at the time of this certification, Architect does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Architect will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

ARCHITECT:

ROTH SHEPPARD ARCHITECTS LLP
Company Name

3/15/12
Date

HERBERT ROTH
Name (Print or Type)


Signature

PARTNER
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering