

**Denver Union Station
Interpretive Display Project
CONTRACT HIGHLIGHTS
January 5, 2012**

- FEIS requirement for comprehensive interpretive display of importance of DUS and its environs;
- RTD's Denver Union Station Art Selection Committee selected Kevin Curry, Artist;
- Contract by and among RTD, DUSPA and Kevin Curry (the Artist).
- RTD will own the interpretive displays upon completion and acceptance of the displays and sites; retains rights for removal of displays;
- Artist to design, fabricate and install 6-12 interpretive displays between January, 2012 and October, 2013 for \$90,000; payment in 7 installments;
- Artist to take responsibility to coordinate any consultations with the State Historic Preservation Office and the City's Landmark Preservation Commission.
- DUSPA to provide engineering review and infrastructure (electrical, structural);
- Artist responsible for all required permits, including SHPO, LPC, and other approvals as required;
- Contract includes termination (30 day notice to cure), insurance and federal contract provisions.
- Contract term expires December 31, 2013 unless an extension is negotiated among RTD, DUSPA and the Artist (without additional compensation to the Artist).

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012 by and between Kevin Curry (Artist), the Denver Union Station Project Authority (DUSPA) and the Regional Transportation District ("RTD"), a political subdivision of the State of Colorado, with its offices at 1600 Blake Street, Denver, Colorado 80202.

WITNESSETH:

WHEREAS, the Regional Transportation District provides public transportation; and

WHEREAS, Denver Union Station (DUS) is the future hub of the RTD FasTracks program and Bus System; and

WHEREAS, In May 2002, the Denver Union Station project began when the Regional Transportation District (RTD), City and County of Denver (CCD), the Colorado Department of Transportation (CDOT) and the Denver Regional Council of Governments (DRCOG), purchased the property, including the historic building and partnered to develop the Denver Union Station Project Authority (DUSPA), which is responsible for the financing, acquiring, equipping, designing, constructing, renovating, operating and maintaining the Denver Union Station redevelopment project; and

WHEREAS, in 2008, the Denver Union Station Final Environmental Impact Statement (FEIS) was prepared by RTD in cooperation with CCD, DRCOG and CDOT. The Federal Transit Administration (FTA) was the lead federal agency for this project; and

WHEREAS, the FEIS requires that a comprehensive interpretive display on the importance of DUS and its environs will be prepared in consultation with the State Historic Preservation Office (SHPO), that will include 6-12 interpretive displays (a combination of artwork and permanent signage). Items to be addressed in the comprehensive interpretive displays will include the tunnels, the railroad tracks and the Delgany Street Sewer; and

WHEREAS, when the redevelopment project is completed, RTD will take possession of the property on which the interpretive signs will be installed; and

WHEREAS, DUSPA and RTD have determined that the comprehensive interpretive display required by the FEIS (as discussed above) will best be addressed by an artist; as a result, an art selection process took place and Kevin Curry, (the Artist) was selected by the Denver Union Station Art Selection Committee to design, execute, fabricate and install interpretive displays at Denver Union Station.

NOW, THEREFORE, RTD, DUSPA and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICLE I NOTICE TO PROCEED

The Artist hereby agrees and understands that the Artist is not to proceed in any manner with the acquisition of materials, supplies or sub-contractors or with the execution, fabrication or installation of the work associated with the preparation of the comprehensive, interpretive display (the "Work") until RTD and DUSPA enter into and execute this Agreement and the Artist receives an express, written Notice to Proceed from DUSPA. For any Work performed subsequent to the issuance of the Notice to Proceed, the Artist shall perform the Work in accordance with Exhibit A, attached hereto, and pursuant to any task order issued in relation thereto. The Artist shall be compensated by DUSPA pursuant to Article VI of this Agreement.

EXCEPT AS PROVIDED IN ARTICLE VI, NEITHER DUSPA NOR RTD SHALL BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR CHARGES FOR ANY WORK OR OTHER ACTIVITY PERFORMED BY OR FOR ARTIST PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED.

ARTICLE II DESCRIPTION OF THE WORK

The initial description of the Work to be performed under this Agreement is contained in Exhibit A attached hereto and made a part hereof and shall include, among other things, a budget for each of the Artist pieces, and Additional Requirements including structural and electrical elements of the Work and schedules related to the completion of elements of the Work. Exhibits B and C include, respectively, (i) the artist's original proposal, which includes a list and overview of the originally proposed pieces, as well as renderings; and (ii) a location map. Changes to any of the items set forth in Exhibits B or C hereof shall require the approval of RTD and DUSPA. The Artist agrees to provide all work and all material in the production of the Work and to provide for the installation of the Work, and shall supervise the installation process. Due to the large number of interested parties on this project, the artwork descriptions may adjust and contract amendments to Exhibit A may occur, but such amendments shall be accepted only in writing and as approved by RTD and DUSPA.

The Work shall be produced at the studio of the Artist or such other place as the Artist chooses.

The Artist agrees to take responsibility for coordinating any consultations with SHPO and the City's Landmark Preservation Commission regarding the comprehensive interpretive display on the importance of DUS and its environs including the 6-12 interpretive displays (artwork and signage).

ARTICLE III WARRANTY OF TITLE

The Artist represents and warrants that (i) the Work being commissioned or purchased is the original product of the creative efforts of the Artist; (ii) except as otherwise disclosed in writing to DUSPA and RTD, the Work is unique and does not infringe upon any copyright; (iii) neither the Work, nor a duplicate thereof, has been accepted for sale elsewhere; and (iv) the Work is free and clear of any liens from any source whatsoever, and upon completion of the Work, title to the Work will pass to DUSPA and then to RTD when it takes possession of the property pursuant to Article XVII herein.

ARTICLE IV WARRANTY THAT WORK IS FREE FROM ENCUMBRANCES

The Artist agrees to deliver the Work to DUSPA and RTD free and clear of all liens from any source whatsoever. The Artist shall guarantee that all subartists, subconsultants, subcontractors and materialmen have been fully compensated pursuant to their respective agreements. DUSPA shall withhold any payment at the final stage before the installation of the Work until Artist has furnished DUSPA with a signed and sworn statement and waivers of lien stating that all bills, wages and claims have been paid. Signed and sworn statements and waivers of liens shall be submitted by the Artist to DUSPA with each payment application.

ARTICLE V WARRANTIES OF QUALITY, CONDITION AND SERVICE

The Artist represents and warrants to RTD and DUSPA that: (i) the execution and fabrication of the Work will be performed in a professional workmanlike manner; (ii) the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent defects" or qualities which cause or accelerate deterioration of the Work; and (iii) all Work shall be performed in compliance with any permit requirements of the City and County of Denver and such Work shall meet ADA (American with Disability Act) and other applicable jurisdictional standards or codes.

The Work shall not be designed, fabricated or installed in such a manner that presents a risk of harm to persons or property. The Artist shall take all reasonable precautions to ensure that the Work is suitable for public display.

The Artist shall guarantee the Work from defects or faults in material and workmanship for a period of five (5) years from the date of final acceptance as provided in Article XV. If, within said five (5) year period, DUSPA or RTD finds the Work in need of repair because of defects or faults in material or workmanship, the Artist shall upon notice from DUSPA or RTD or any successor public entity, promptly and satisfactorily make the necessary repairs by providing the necessary material and/or labor at the

expense of the Artist. The guarantee will not apply to the remnant 'doors' the Artist will be using in one of the art pieces, since they are a pre-existing material. However, all necessary precautions shall be taken by the Artist to ensure the doors are suitable.

ARTICLE VI COMPENSATION AND PAYMENT SCHEDULE

The following schedule is subject to the provisions and restriction of Article I of this Agreement. The total purchase price for the Work, including all design and installation is Ninety Thousand Dollars (\$90,000.00), which constitutes full and final payment for all services to be performed, material to be furnished, costs to be incurred and all other expenses of the Artist under this Agreement.

Unless modified by the parties in writing, the purchase price shall be paid by DUSPA in the following installments:

- a. Nine Thousand Dollars (\$9,000) payable within thirty (30) days of the execution of this contract;
- b. Nine Thousand Dollars (\$9,000) sixty (60) days from the date of Notice to Proceed, prior to fabrication, upon public presentation at a DUSPA sponsored public meeting and upon submission to DUSPA and RTD and approval of item 1a listed in Exhibit A;
- c. Eighteen Thousand Dollars (\$18,000) prior to fabrication and upon submission and approval of item 1b listed in Exhibit A;
- d. Eighteen Thousand Dollars (\$18,000) when the Work is fifty percent (50%) complete. The Artist shall submit photographs of the work to DUSPA and RTD demonstrating completion of at least 50% of the work and DUSPA shall issue a check for \$18,000 to the Artist provided there are no reservations regarding the level of completion. If DUSPA or RTD require additional information regarding the level of completion either shall notify the Artist in writing and DUSPA shall issue payment within thirty (30) days of receipt of verifying documentation, the adequacy of which shall be determined by RTD or DUSPA, in its sole discretion;
- e. Eighteen Thousand Dollars (\$18,000) upon completion of the fabrication, prior to installation and upon submission and approval of item 1c listed in Exhibit A. The Artist shall submit photographic proof that the work has been completed and is ready for delivery to the site. If DUSPA or RTD requires additional information regarding the level of completion of the Work, it shall so notify the Artist in writing requesting such information. DUSPA shall issue payment within thirty (30) days of receipt of adequate documentation, the adequacy of which shall be determined by RTD or DUSPA, in its sole discretion;

f. Thirteen Thousand Dollars (\$13,000) when the installation is complete and upon submission and approval of item 1d listed in Exhibit A; and

g. Final payment in the amount of Five Thousand Dollars (\$5,000) shall be paid within thirty (30) days following the final acceptance of the Work by DUSPA.

With each disbursement, the Artist shall provide a written acknowledgement whereby he or she agrees that the monies will only be used in connection with the Work.

Any payment of any installment shall be construed as an advance and shall not be considered a waiver of any rights herein on the part of the Artist, DUSPA or RTD.

The Artist shall be responsible for payment of any sales, use or excise taxes or similar charges relating to the Work.

In the event that any claimant who has furnished labor, materials, equipment, supplies or other goods or services to the Artist sues DUSPA or RTD for payment of any money allegedly due by the Artist and/or subArtist, then the Artist shall protect, defend, save and hold DUSPA and RTD harmless from any such suit and pay or reimburse DUSPA and/or RTD for all expenses incurred in connection with any such lawsuit, including but not limited to, reasonable attorney's fees and court costs.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that the agreement of DUSPA to pay the purchase price to the Artist in the amount set forth herein shall be subject to receipt by DUSPA from the Artist of all necessary or required invoices, as well as receipt by DUSPA of the necessary funding and provided further that all sums of monies payable hereunder from DUSPA shall only be for allowable costs as defined under Part 31 of the Federal Acquisition Regulation (48 CFR, Part 31).

ARTICLE VII EXECUTION OF THE WORK

The Work shall be produced and installed between January 1, 2012 and October 31, 2013.

The Artist shall obtain prior written approval of RTD and DUSPA for any significant changes in the Artistic expression, scope, design, color, size, material or texture of the Work not in conformity with the approved design. A significant change is any change in the Artistic expression, scope, design, color, size, material or texture of the Work or any change which affects installation, scheduling, site preparation or maintenance of the Work as represented in Exhibit A. Compensation for adjustments in materials and/or scope shall be negotiated and agreed to in writing by RTD, DUSPA and the Artist.

RTD/DUSPA will provide engineering review, as well as infrastructure for the Work (electrical feeds, concrete and structural foundations, etc) subject to budget considerations, so the Work budget can be directed to design, fabrication and installation. The provision of engineering reviews and infrastructure for the Work by RTD/DUSPA shall be made subject to the prior review and approval by RTD/DUSPA of the request for the engineering review, scope and infrastructure.

Variations in the work schedule or delivery schedule may be agreed to by written memorandum, and consent for such variations shall not be unreasonably withheld. The Artist understands and agrees that delivery and installation of the Work is dependent upon the weather and any RTD/DUSPA construction activities.

In the event Artist fails to complete the Work for any reason, including, but not limited to, incapacity or abandonment, all materials obtained and work performed under this contract shall become the property of DUSPA and then RTD. DUSPA or RTD may, at their discretion, retain another Artist to complete the Work as required under this contract or terminate the Artist's contract and seek replacement work. Payment by DUSPA for completion of the Work or for a replacement work shall be made, in the first instance, from any part of the purchase price (\$90,000) not paid to Artist under this Agreement at the time of abandonment. If the amount of the purchase price not paid to Artist at the time of abandonment is insufficient to pay to complete the Work or secure a replacement, the Artist shall be obligated to refund amounts paid to him under this Agreement up to the time of abandonment sufficient to pay for completion of the Work or for a replacement work under this Agreement. Artist shall not be obligated to refund any amounts paid to him over and above what is necessary for completion of the Work or to secure a replacement work. In no event shall Artist be obligated to pay DUSPA, RTD or any other person or party to complete the Work or secure a replacement work except to fully refund the amount actually paid to him up to the time of abandonment under this Agreement.

Upon completion of the installation of the Work, the Artist shall provide DUSPA and RTD with written instructions for the appropriate maintenance and preservation of the Work.

DUSPA and RTD agree not to display or install any uncompleted sculpture designed by the Artist without express written consent from the artist.

ARTICLE VIII INSTALLATION AND DELIVERY OF THE WORK

The Artist shall notify DUSPA and RTD in writing when the Work has been completed and is ready for delivery and installation at the site. Artist must provide DUSPA and RTD at least thirty (30) days' notice prior to commencing any installation of Work. The Artist is responsible for all aspects of installation and all associated costs, with the exception of the infrastructure elements that RTD/DUSPA agrees to provide (as

set forth in Article VII herein). The Artist may not commence installation activities until DUSPA and RTD has provided the Artist with written notice to proceed with installation. Installation of the Work shall be under the control of the Artist. Any permits required for installation shall be obtained by Artist with copies provided to DUSPA and RTD prior to commencement of installation. The Artist shall comply with all safety and construction requirements imposed by DUSPA and RTD. DUSPA or RTD shall specify the Site of the Work when or before DUSPA or RTD provides the Artist with the Notice to Proceed. Within thirty (30) days after receiving the Notice to Proceed, the Artist shall supply DUSPA and RTD with a written description of his or her requirements and plans of installation. The Artist agrees to oversee the installation process until completion, without extra costs or fees being incurred by DUSPA or RTD. DUSPA and RTD reserve the right to inspect the Work upon delivery and to monitor the installation of the Work. The Artist shall guarantee that as installed the Work is suitable for the premises and presents no known danger to persons or property.

Until the time that DUSPA or RTD takes delivery of the Work, the Work shall be the responsibility of the Artist. The risk of loss or damage to the Work shall be borne by and remain with the Artist until installation is complete and final acceptance of the Work has been issued by DUSPA or RTD. Any claims arising out of the production or installation of Work shall be the sole responsibility of the Artist. While in his possession, the Artist shall take whatever measures are reasonably necessary to protect the Work from risk of loss or damage.

ARTICLE IX FINAL ACCEPTANCE

Within three (3) working days after Artist provides RTD with written notice of completion, DUSPA or RTD will notify Artist in writing of final acceptance of the Work or will provide Artist with written notification of any deviations in the Work or installation of the Work from the previously approved design or installation details pursuant to Exhibit A to this Agreement. Artist will be given an opportunity to correct such deviations. The Artist hereby agrees to complete and install the Work pursuant to the previously approved design or installation details pursuant to Exhibit A and to correct any deviations from Exhibit A noted by RTD at the Artist's expense.

ARTICLE X CONSTRUCTION DELAY

In the event that the Artist completes the design or fabrication of the Work within the time provided for in this Agreement and the Artist notifies DUSPA or RTD that the Work is ready for delivery and installation, the Artist agrees that he/she shall be responsible for the proper boxing or packaging, storage, care and safe-keeping of the Work prior to the delivery of the Work. If the delivery and installation is delayed as a result of the construction of the site not being sufficiently complete to permit delivery and installation of the Work, RTD/DUSPA agree to store the Work until the site is ready for installation.

ARTICLE XI TIME EXTENSIONS

DUSPA and RTD shall be required to grant reasonable extension of time to the Artist in the event there is a delay on the part of DUSPA or RTD in performing its obligations under this Agreement, delay on the part of DUSPA in completing any construction at or adjacent to the Site designated for installation of the Work, or if conditions beyond the control of the Artist or Acts of God render performance of the services of the Artist impossible. Failure of the parties to fulfill contractual obligations due to said conditions or Acts of God will not be considered a breach of contract except as otherwise provided herein.

ARTICLE XII INSPECTION OF WORK

All work performed by the Artist shall be subject to inspection and approval by DUSPA and RTD for the purpose of confirming that the Work has been performed in conformance with the approved design, as well as the description contained in Exhibit A. The Artist shall furnish DUSPA and RTD with all information requested concerning the Work and provide free access at all reasonable times provided DUSPA or RTD gives the artist no less than 24 hours notice before performing any inspections to the facility where the Work is being performed.

ARTICLE XIII INSURANCE AND HOLD HARMLESS

At all times prior to the date of delivery, as defined in Article XII, the Artist shall carry workers compensation, comprehensive general liability and completed operations insurance in the amount of one million and no/100 Dollars (\$1,000,000), evidenced by certificates of insurance provided to RTD/DUSPA and insuring the Work against loss from any reason whatsoever. Said insurance shall name DUSPA and RTD as additional insureds and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such insurance shall not be cancelled or reduced without at least thirty (30) days' prior written notice to the named insureds.

The Artist agrees to protect, defend, indemnify, save and hold harmless DUSPA and the RTD, their directors, managers, employees, agents and assigns, from and against all suits, claims, and demands based upon any alleged damage or claim for relief or performance whatsoever including alleged damages to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the said Artist, its subcontractors, servants, employees, or agents.

The Artist, at its own expense, will be associated with the DUSPA and RTD in the settlement or defense of any claims or litigation arising out of the performance of this Contract.

Regardless of whether RTD requests the Artist to protect, defend, indemnify, save and hold harmless the RTD, etc. and regardless of the Artist's liability; the Artist agrees to fully co-operate with and assist the DUSPA and RTD in all suits, claims, and demands based upon or involving work performed or equipment and materials provided under the Contract or based upon evidence (including observations) that the Artist or its employees may have obtained while performing the work.

Failure to co-operate and assist DUSPA and RTD when requested may lead to a breach of the Contract and/or a determination that the Artist is non-responsible for doing future RTD work.

Further, the Artist shall defend all suits or claims for infringement of any copyright, trademark or patent rights and shall protect, defend, indemnify, save and hold harmless DUSPA and the RTD, its directors, managers, employees, agents and assigns, from loss on account thereof resulting from work done by the Artist hereunder. The Artist further agrees to protect, defend, indemnify, save and hold harmless DUSPA and the RTD, its directors, managers, employees, agents and assigns, from and against any demand for payment for the use of any copyrighted, trademarked or patented material, process, device, or article that may enter into the work covered by this Contract.

ARTICLE XIV LICENSES AND PERMITS

The Artist is responsible for obtaining all licenses and applicable certificates and permits in connection with the creation, design and installation of the Work, including consultation with SHPO and the City's Landmark Preservation Commission as required. The Artist is also responsible for maintaining the Work during its construction in accordance with the requirements of Exhibit A, the Work schedule as set forth herein at Articles VII, VIII and XIV, all applicable legal requirements, all State, City Agency and Metro District permits and approvals, and all other applicable safety, environmental, licensing and other requirements, taking into account any physical limits resulting from constraints affecting the DUS redevelopment project. Additionally, the Artist is required to know and comply with the general and local codes, statutes, ordinances, rules, standards, guidelines and regulations pertaining to or affecting the Work.

ARTICLE XV ASSIGNMENT AND TRANSFER

The Artist agrees and understands that the Artist cannot assign or transfer any interest in this Agreement except to RTD, nor can the Artist use the Work except for personal or promotional purposes without the prior written consent of RTD. The Artist hereby agrees that RTD may assign or transfer any and all interests in this Agreement to any other public entity without the approval or consent of the Artist.

ARTICLE XVI SUBCONTRACTING

The Artist may subcontract portions of the Work at the expense of the Artist, provided that said subcontracting shall not affect the design, appearance or visual quality of the Work as depicted in the approved design or described in Exhibit A, and that such work is carried out under the personal supervision of the Artist. The Artist understands and agrees that the Artist shall not subcontract until the Artist has been issued a Notice to Proceed as specified in Article I of this Agreement. DUSPA and RTD are not responsible for any costs or expenses should the Artist subcontract prior to receiving a Notice to Proceed.

ARTICLE XVII TITLE, COPYRIGHT AND REGISTRATION

All preliminary drawings, models, sketches and work incidental to the production of the Work will remain the property of the Artist. Upon final acceptance, clear and free title to and ownership of the Work shall pass to RTD.

The Artist retains (1) all rights expressly granted in this Agreement; and (2) all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101, et seq., except the rights granted to RTD in this Agreement, including the exclusive right of public display of the Work, and the right to copy and reproduce the Work as defined below. The Artist hereby grants to RTD an exclusive license for the public display of the Work.

The Artist hereby grants RTD the exclusive right to make non-three-dimensional copies of the Work and the right to reproduce non-three dimensional copies of the Work for non-commercial purposes, brochures, media publicity, catalogues or reproductions of the like kind and nature without the necessity of obtaining the permission of the Artist and without entitling the Artist to royalties or any additional compensation. All reproductions by RTD shall contain a credit to the Artist and a copyright notice. RTD does not have any right to reproduce the Work in three-dimensions for any purpose.

The Artist shall not make any additional exact duplicate, two- or three-dimensional reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of RTD. This restriction shall not apply to the Artist's use of photographic reproductions or three-dimensional maquettes of the Work in portfolio or in critical and scholarly writings, or other non-commercial purposes. Thus, the Artist may use reproductions of the Work for personal or promotional purposes.

Furthermore, the Artist understands and agrees that the Work was selected on the basis that such work would be site-specific and unique to Denver. The Artist warrants that neither the Artist nor anyone authorized by the Artist will reproduce or duplicate the Work within the State of Colorado, on whatever scale for any other location or client without the express approval of RTD or its successor public entity.

The Artist may at his or her expense cause to be registered, with the United States Register of Copyrights, a copyright of the Work in the Artist's name. A copy of such registration shall be furnished to RTD.

ARTICLE XVIII STATUS

It is understood and agreed that the status of the Artist shall be that of an independent contractor. Neither the Artist nor any agent, employee or subcontractor of the Artist shall be considered an agent, employee or representative of DUSPA or RTD.

ARTICLE XIX TERMINATION

If the parties to this Agreement fail to fulfill any of the covenants, agreements or stipulations contained herein, the party not in default shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intention to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice of termination to cure the alleged breach. If it is not cured within the thirty (30) day period, then this Agreement shall automatically terminate unless the parties stipulate otherwise in writing. In the event the Artist shall be liable to DUSPA or RTD for damages sustained by DUSPA or RTD by virtue of the breach, payments to the Artist may be withheld until such time as the breach is cured or the amount of damages due DUSPA or RTD from the Artist is paid.

Notwithstanding anything herein to the contrary, both DUSPA and RTD shall have the right to terminate this Agreement at any time for the convenience of DUSPA or RTD on thirty (30) days' notice. Any dispute arising by virtue of this Article shall be resolved as set forth in Article XXIV.

ARTICLE XX REMOVAL OR DESTRUCTION

Nothing in this Agreement shall preclude any right of RTD, in its sole discretion, (i) to remove the Work from public display; (ii) to move or relocate the Work to another location selected solely by RTD or its public entity successor for public display; (iii) to sell the Work; (iv) to donate the Work to a third party; or (v) to destroy the Work. If RTD shall at any time decide to destroy the Work, it shall offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist, except for an obligation of the Artist to indemnify and reimburse RTD for the amount by which the cost to RTD of such recovery exceed the costs to RTD of the proposed destruction as determined solely by RTD. The Artist agrees that his or her rights in connection with the destruction of the Work are as described in this Article. The Artist waives any greater or other rights that he or she might have in connection with the removal or destruction of the Work under 17 U.S.C.A. §106A(a) by Executive Order 11375, and as supplemented in the Department of Labor regulations (31 C.F.R., Part 60) and the Department of

Transportation regulations (41 C.F.R., Part 21), and applicable statutes, regulations, ordinances and orders of the State of Colorado and the City of Denver pertaining to equal employment opportunity and human rights.

ARTICLE XXI WAIVER

No waiver of performance by any party shall be construed to operate as a waiver of any subsequent breach of any terms, covenants and conditions of this Agreement. The payment and acceptance of fees for any period after default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXII GOVERNING LAW/FEDERAL LAW

This Agreement, regardless of where executed, shall be governed by and construed in accordance with the Laws of The State of Colorado. The parties agree that any disputes, including judicial intervention, shall be heard in the City and County of Denver, State of Colorado.

a. DUSPA, RTD, the State of Colorado, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Artist which are directly pertinent to this Agreement or to the operations for activities hereunder, for the purpose of making audit, examination, excerpts and transcriptions. The Artist shall maintain the foregoing records for three (3) years after DUSPA has made final payment hereunder and all other pending matters with respect to the Work are closed.

b. All applicable standards, orders or requirements, if any, issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and the Environmental Protection Agency regulations (40 C.F.R., Part 15). Violations shall be reported to DUSPA, RTD and to USEPA Assistant Administration for Enforcement (EN329).

c. Applicable Minority Business Enterprise ("MBE") regulations, including those established by the Department of Transportation in 49 C.F.R., Part 23, as amended, more specifically:

(1) The ARTIST agrees to ensure that minority business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the ARTIST shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The ARTIST further agrees not to

discriminate on the basis of race, color, national origin or sex in the award and performance of the DOT assisted contracts.

d. Applicable cargo preference regulations.

e. Applicable requirements, if any, of Section 165 of the Surface Transportation Assistance Act of 1982, P.L. 97-424 (the "Buy American" provision) and the Department of Transportation (DOT) regulations and/or guidelines issued in implementation thereof.

f. Compliance with the Copeland "Anti-Kickback" ACT, 60 Stat. 37, 38 (1946); P.L. 86-695, 74 Stat. 740 (Title 41, §§51-54).

g. Compliance with the Energy Policy and Conservation Act (P.L. 94-163).

h. Codes, regulations, and policies established by the DUSPA and RTD pertaining to security procedures for the premises of the RTD and for the use and handling of material belonging to the DUSPA, RTD or developed by third parties.

By entering into this Agreement, the Artist hereby certifies to the truthfulness and accuracy of each statement of any certification and disclosure as set forth in **Exhibit D** hereto and the Artist understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to the certification and disclosure as set forth in **Exhibit D** hereto. The Artist also agrees that those provisions set forth in **Exhibit D** hereto are hereby incorporated by reference as though fully set forth herein.

The Artist shall hold harmless DUSPA and RTD for any breach of the foregoing by the ARTIST, his agents, employees, subcontractors and consultants. The ARTIST, his agents, employees, subcontractors and/or consultants shall commit no trespass on any public or private property of DUSPA or RTD in connection with performing any of the services encompassed by this Agreement.

ARTICLE XXIII ASSIGNS

This agreement is between RTD, DUSPA and the artist. The artist is not permitted to assign the artistic work under this contract to another party.

ARTICLE XXIV DISPUTES

All claims, disputes and other matters arising out of, or relating to, this Agreement or any breach thereof shall be decided in accordance with Colorado law.

ARTIST agrees that any suit may only be filed in the County or District Court for the City and County of Denver, State of Colorado.

Unless otherwise agreed in writing, the ARTIST shall continue to perform the services hereunder during the time any claim is outstanding, and DUSPA shall continue to make payments in accordance with this Agreement except as of the disputed amount.

ARTICLE XXV MODIFICATION

No alteration, changes or modification of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

ARTICLE XXVI CONFLICTS OF INTERESTS

No officer, member or employee of DUSPA, RTD or any member of RTD's Board of Directors, during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE XXVII SEVERABILITY

If any provisions of this Agreement or the application thereof to any person or circumstance to any extent be found invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or enforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXVIII NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to the ARTIST:

Kevin Curry
727 East 1st Avenue #106
Denver, CO 80203
303-385-7154
kevin@kcurry.com

If to RTD:

Brenda Tierney
RTD FasTracks West Rail Line
1560 Broadway #700
Denver, CO 80202
303-299-2401
Brenda.Tierney@rtd-denver.com

If to DUSPA:

Bill Mosher
Trammell Crow
1225 Seventeenth Street
Denver, CO 80202
303-628-7439
bmosher@trammellcrow.com

ARTICLE XXXI
DURATION OF CONTRACT

Notwithstanding any of the above provisions, this Agreement shall be effective from January 1, 2012, through December 31, 2013. The contract may only be extended pursuant to negotiations among DUSPA, RTD and the Artist without additional compensation to the Artist.

ARTICLE XXXII
ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and suspended hereby. The ARTIST certifies that he/she has read and understands this Article.

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

Kevin Curry, Artist

Date

Jerry Nery
Denver Union Station Project Manager
Regional Transportation District

Date

Elbra Wedgeworth
President
Denver Union Station Project Authority

Date

Approved as to legal form for RTD:

James Stadler
Associate General Council

Date

Exhibit A Scope of Work

**Kevin Curry
Denver Union Station
Interpretive Displays
Denver, CO**

1. Submittals

Artist shall develop the following and submit them to the RTD for approval by the RTD Public Art Manager and a representative from the Denver Union Station Project Authority (DUSPA).

- a. Work plan, budget cost breakdown and schedule – due 60 days following Notice to Proceed.
- b. Design Details including (Prior to fabrication)
 - Site plan showing the placement of the artwork and its relationship to transit station elements such as passenger access, tunnel etc.
 - Working with a structural engineer provided by the Denver Union Station Project submit a set of plans that includes a signed and stamped set of construction documents by a Colorado Registered Professional Engineer for the artwork, new structural elements/means of attachment and electrical grounding.
 - Working with an engineer provided by the Denver Union Station Project, develop plans that show elevations, sections and details of materials fabrication, attachment to existing elements and alterations of existing materials.
 - Written fabrication plan, including materials, fabrication methods, subcontractors, and fabrication and installation schedules.
- c. Design details to be provided at 50 percent (50%) completion pursuant to Article VI of the Artist Contract and shall include updated Design documents showing completion details.
- d. Installation Details including (60 days prior to installation)
 - Written installation plan, including all necessary coordination with Design/construction team.

- Confirm original schedule showing start and finish dates of installation with details for the placement of the artwork.
 - Confirm status of required permits and approvals.
- e. Maintenance (prior to final payment)
- Provide written routine maintenance instructions and long-term conservation recommendations, including the names and addresses of relevant manufacturers or agencies.

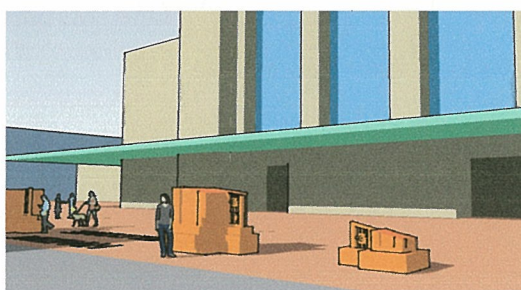
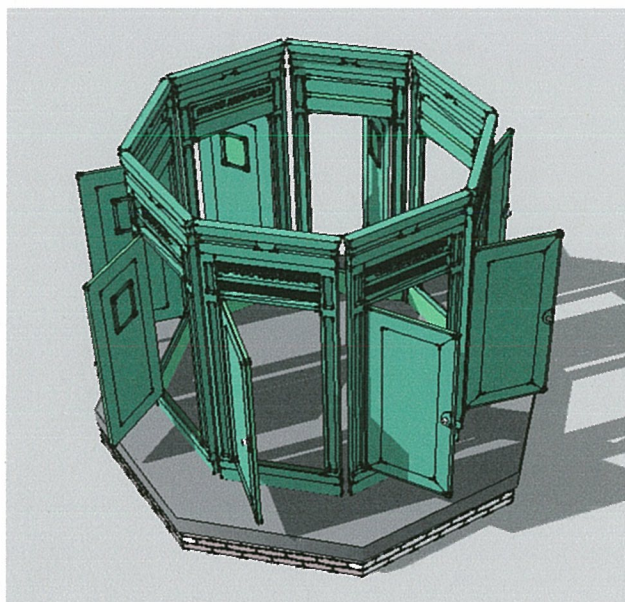
2. Design

- a. The Artist shall submit the design details so the RTD Public Arts Manager can review and approve the Work plans with RTD sub-groups including, ADA compliances, Engineering, RTD maintenance staff and RTD Safety. Documentation of these meetings listing the results, decisions, agreements, or any changes to the work, will be prepared by the Public Art Manager.
- b. The Artist shall be available for public presentation as required by DUSPA.

3. Fabrication and Installation

- a. Fabrication and installation shall occur in accordance with final design plan and schedule, as approved by the RTD Public Arts Manager and a DUSPA representative. Installation shall take place between _____ (DATES).
- b. It is understood that the artist will make every effort to create the Work in the spirit of the design, but that the necessity for continuous refinement and development may alter the final renderings. Therefore, the artist, with the written approval of the RTD Public Arts Manager and a DUSPA representative, whose approval shall not be unreasonably withheld, may make necessary design modifications as the Work progresses, so long as the general concept and materials remain the same.
- c. Artist and anyone who will be participating in the installation may be required to attend a rail safety class (approximately 2 hours).
- d. Installation to occur on or before October 31, 2013.

RTD
DUS Interpretive Signage Proposal
August 10, 2011



Kevin Curry

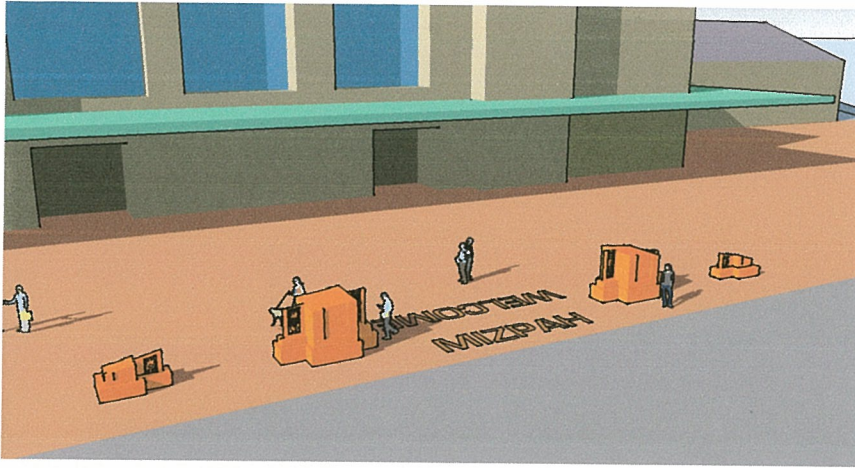
727 E 1st Ave., #106
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kevin@kcurry.com

303.385.7154

All my work is rooted in strong concepts supported by appropriate materials. In considering the DUS site, I looked to both the history of the area and the station itself to formulate a proposal that acknowledges a vibrant past, while also keeping an eye on the future. I feel that a blend of historic artifacts and contemporary design reflects the ambition of RTD and the forward thinking involved in the establishment of Denver's transportation hub.

The enclosed works (divided into six distinct areas), involve a respectful nod to the past while firmly embracing the future of Denver, in creating a dialogue with the public, inviting them to pass through, consider, remember and engage with their surroundings.

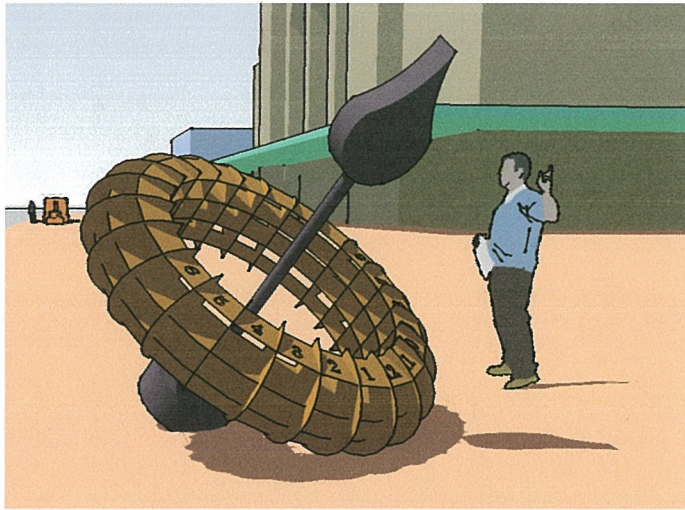
1) Mizpah Arch (*Tradition*)



Much has been discussed in the past about replacing the original arch and previous attempts have proved somewhat unpopular. I recommend acknowledging the original through the use of its footprint while engaging in more of a personal scale. The geometric form of an 'arch' is carried forward in such a way as to reflect the Union Station neon as well as the fluid patterns created by the proposed water fountain. Designed to sit on the original arch's spectacular footprint, this piece spans the full 85' the original did, while only raising up to a maximum of 7' in height and in doing so, remains far more intimate while preserving all views to and from the front of Union Station.

Fabricated using water-jet and plasma-cut thin gauge mild steel over a metal substructure, this piece would be a modern take on its cast iron predecessor. Additionally, the salutations, 'Welcome' and 'Mizpah', would be brought back down to earth and acid etched into the pavers below visitor's feet. This far more subtle approach serves once again to humanize the structure, while promoting an enhanced vista.

Bosque (Time)

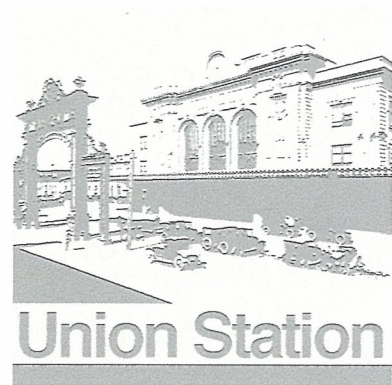
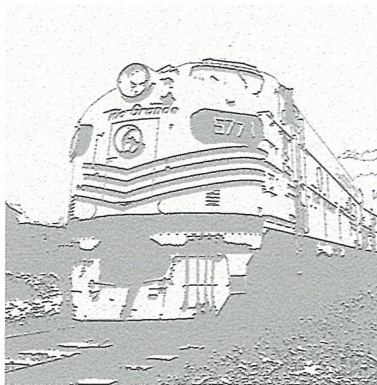
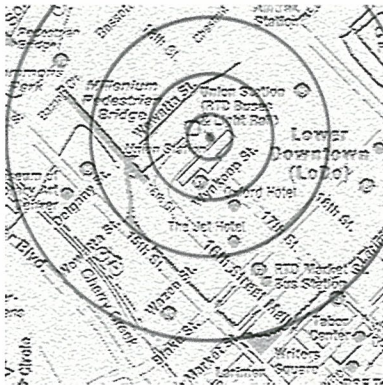
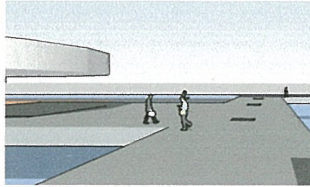
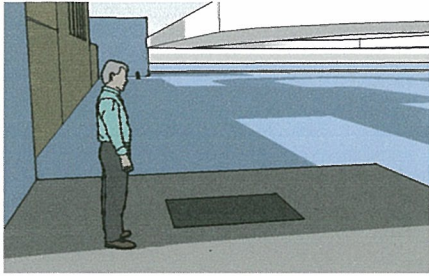


Based on the profile of a traditional Railroad pocket watch, (with the gnomon styled after the distinct hour hand), this work serves a dual role as sculpture and timepiece in the form of an 7' diameter equatorial sundial. It's open design prevents visual interruption of the north side Bosque and would be fabricated from $\frac{1}{4}$ " mild steel plate and mounted to a poured concrete foundation below the pavers.

Information for the public would be engraved into the based of the gnomon, inviting people to read about the essential nature of scheduling and timepieces in the history of railroading.

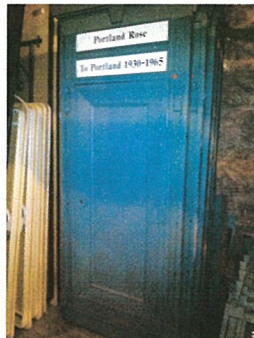
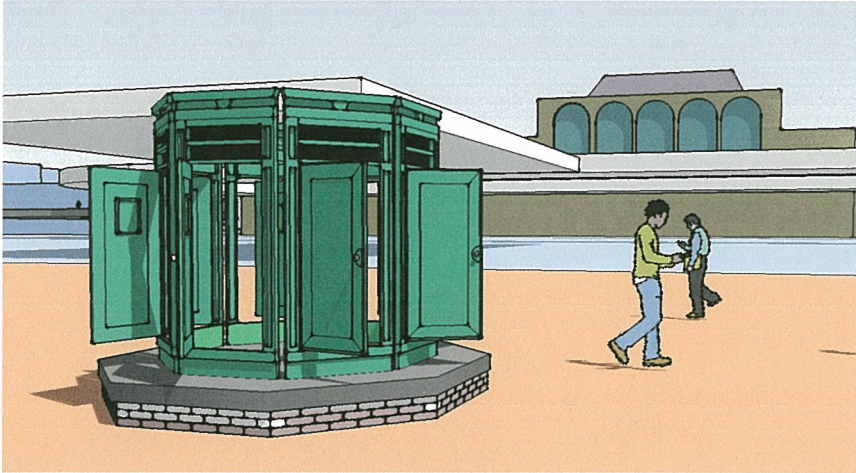


Pedestrian Bridge (Mapping)



My emphasis here is not to compete visually with the dynamics of the Train Hall Canopy, nor to impede the fundamental purpose of the bridge as a walkway. Taking advantage of the existing material of cast-in-place concrete, a series of acid-etched ground field images would lead passengers along the pathway while a more 'directional' piece would be located at the 12 x 12' viewing platform. Acid-etched into the existing concrete, this area would remain visually clear while engaging the public as they move through the area. Proposed images include classic trains, mapping and the station itself.

Wewatta Plaza (passageways)

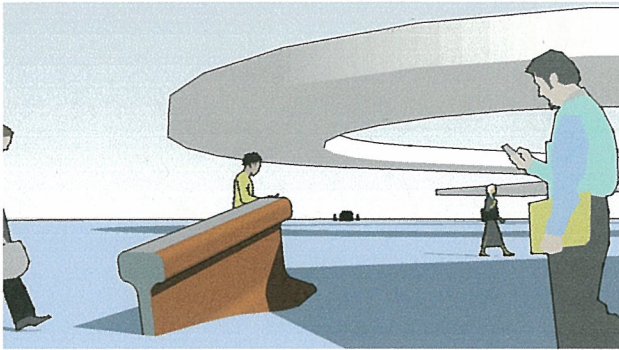


Much of my work involves the appropriate repurposing of materials and histories. The Wewatta Plaza area provides the perfect opportunity to re-use items salvaged during the demolition of the old passenger tunnel. My design here employs a series of original cast iron doors along with the corresponding porcelain covered bricks from the same location. The history of these materials as well as their appropriate new location would serve to engage, educate and intrigue passengers and visitors alike.

Arranged in an octagonal pattern, eight doors would be permanently fixed open, attached to each other and mounted to a concrete base ringed with nearly 200 original bricks from the pedestrian tunnel, this piece would engage visitors as they enter and leave the lower levels of the transportation hub. Reflective of a kiosk or contemporary ticket booth, this location would also employ original (or reproduced) backlit signage touting previous destinations, trains and historic dates. On the back of each door is a built in frame that could serve well as a location for engraved plaques with additional information about specific trains that are no longer in service. (The Colorado Railroad Museum has offered their assistance in compiling data for these plaques).

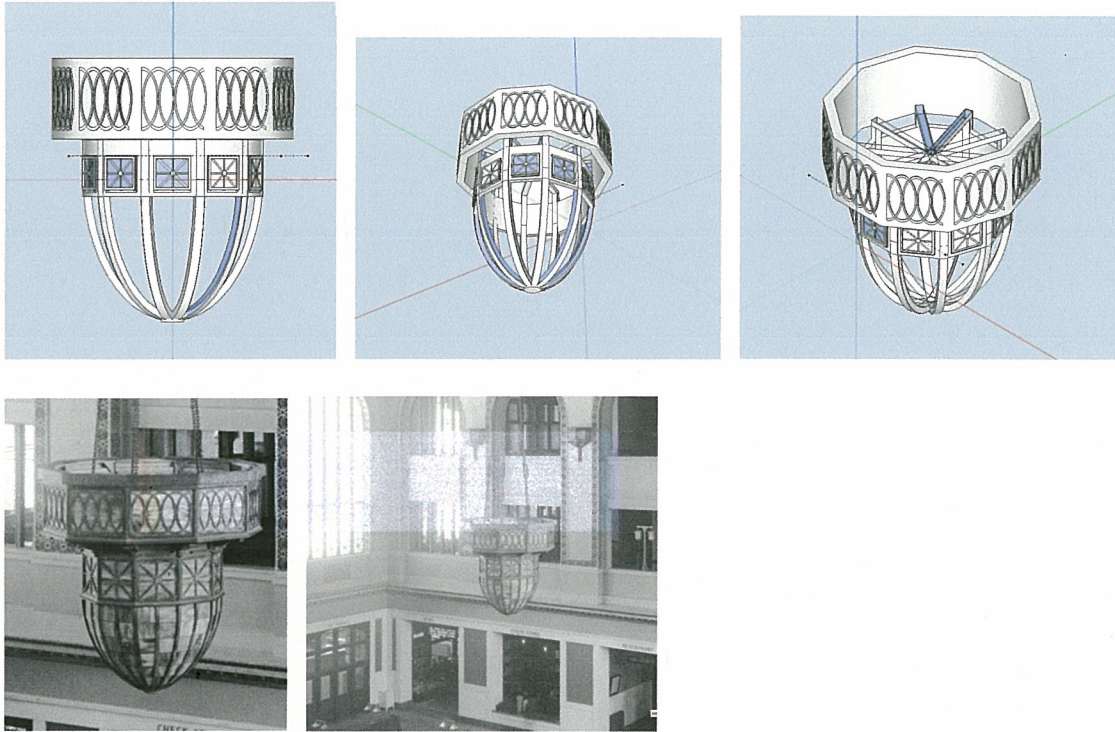
Smaller than regular doors, this piece would possess certain amount of whimsy that denies it's incredible weight. I feel it is essential to retain the original color of these doors as so much history lies within it. They would be sealed and repainted if necessary to withstand the exterior installation.

Southwest corner of DUS (below)



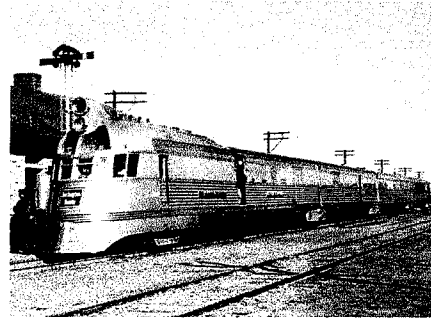
This area would serve well as a location that has viewing angles from the front and rear of DUS as well as from the pedestrian bridge viewing platform. Here, the lowly railroad track, without which, no train would ever move an inch, is raised to prominence through scale and placement. This piece is 7' in length and angled to give the impression of emerging from (or entering) the earth and would be finished in a naturally occurring rusted patina while the top would be polished to reflect the passage of thousands of train wheels. The end that supposedly rises from the subterranean areas of DUS would be polished steel and have information about DUS and the history of previous rail lines etched into it. Each with information about etched into their surfaces.

Interior of DUS (Reclamation of past)



This is the one space that I considered being somewhat sacred and I could not, with a clear conscience, recommend placing anything new here that would be lorded over by the rectangular florescent fixtures currently in use. My proposal is to recreate the three chandeliers that originally hung from the beautiful vaulted ceiling. The designs for these fixtures would be water-jet cut from thin gauge mild-steel and painted to match the original (as well as existing) light fixtures. They would be outfitted with remote control color changing high efficiency LEDs that could be changed seasonally or on special occasions. I believe this to be the most forward thinking solution in addressing both the stations past and it's future.

In addition to the light fixtures, I also propose reinstating the photographic images that once adorned the south wall of the station. In speaking to many people while researching for this proposal, this area was one that continually came up.



- 1 Mizpah Arch:** Describing the historic arch that welcomed visitors to Denver.
Location - at the Arch's historic location along Wynkoop
- 2 Rails in LoDo:** Celebrating the historic rail lines that shared the streets with automobiles in LoDo's warehouse heyday;
Location - South Wynkoop Plaza
- 3 1894 Fire:** Describing the original 1881 structure, the fire that destroyed it and the subsequent rebuilding.
Location - North Wynkoop Plaza
- 4 Waiting Room:** Illustrating the history of the historic hall inside the station.
Location - inside the historic station building
- 5 Railyards:** Remembering the extensive railyard that once stretched from Union Station to the Platte.
Location - elevated pedestrain bridge plaza overlooking the train hall
- 6 TBD:** TBD
Location - CRT terminal

