

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **HUMPHRIES POLI ARCHITECTS, P.C.**, (the “Design Consultant”), a Colorado corporation, whose address is 2100 Downing Street, Denver, Colorado 80205.

RECITALS

1. The City and the Design Consultant previously entered into a Design Services Agreement dated June 30, 2014 for full architectural, and engineering professional services in support of the McNichols Building Redevelopment (the “Agreement”).

2. The City and the Design Consultant wish to amend the Agreement to add to the scope of work and increase the total compensation.

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

1. All references to “...**Exhibit A**...” in the Agreement shall be amended to read: “...**Exhibits A and A-1**...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 3.01 of the Agreement, entitled “**Fee for basic services**” is hereby amended to read in its entirety as follows:

“**3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **FIVE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS (\$548,895.00)** in accordance with the billing rates and project budget stated in **Exhibits A** and **A-1**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manger or his designee, and subject to the Maximum Contract Amount stated in this Section 3.”

3. Section 3.02 of the Agreement, entitled “**Reimbursable Expenses**” is hereby amended to read in its entirety as follows:

“**3.02 Reimbursable Expenses** Except for those reimbursable expenses specifically identified in **Exhibits A** and **A-1** or approved in writing by the City as reasonably related to or necessary for the Design Consultant’s services, all other expenses shall be included in the Design Consultant’s fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms

to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly."

4. Section 3.05(a) of the Agreement, entitled "**Maximum Contract Amount**", is hereby deleted in its entirety and replaced with:

3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS (\$584,395.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibits A** and **A-1**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

5. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

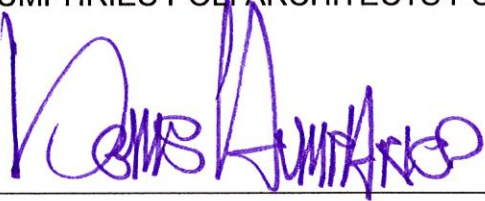
By _____

By _____



Contract Control Number: PWADM-201415818-01

Contractor Name: HUMPHRIES POLI ARCHITECTS PC

By: 

Name: DENNIS HUMPHRIES
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: RICHARD C GETZ
(please print)

Title: BUSINESS MANAGER
(please print)



EXHIBIT A-1

23 February 2015

Mr. Patrick Riley, Project Manager
Department of Public Works
201 W Colfax Ave., Dept. 506
Denver, Co 80202

RE: McNichols Building Redevelopment Phase 2
City and County of Denver
Project Control No.: PWADM-201415818-00
Additional Services Proposal: Re-Programming/Additional Outreach and
Schematic Design Revised
Change in Accessibility Requirements

Dear Mr. Riley:

Humphries Poli Architects, P.C. (Consultant) is delighted to offer the following proposal to the City and County of Denver (Client) to provide Additional Services for professional design services associated with the Re-programming/Additional Outreach and Schematic Design Revised as required to comply with a change in direction from the City and County of Denver concerning the accessibility requirements for the McNichols Building Redevelopment Phase 2.

Scope of Services

Near the completion of the Consultant's work associated with the Programming/Outreach and Schematic Design phases of the McNichols Building Redevelopment Phase 2 the Client determined the accessibility requirements associated with the re-construction of the Historic Grand Stair were in need of interpretation by the City Attorney's Office for compliance with the American with Disabilities Act (ADA) and other related accessibility requirements. The resulting interpretation from the City Attorney was that a ramp to the main level of the building would be required in parallel to the reconstruction of the Historic Grand Stair. The previous approach was that a ramp to the lower level would be in compliance with applicable accessibility requirements. It was subsequently determined the inclusion of a ramp to the upper level would have a detrimental impact to the historic fabric and quality of the Denver Landmark. At the point of this revised direction, the Consultant was 95% complete with the Programming/Outreach phase and 85% complete with the Schematic Design phase.

The Consultant and Client both determined design would need to be significantly modified to be compliant with both the accessibility requirements and with appropriate preservation guidelines. This required the Consultant to revise the design and provide the professional services associated with Programming/Outreach and Schematic Design from the beginning. The time and expense associated with the previous design efforts were only partially of use to the revised process.

In addition, the scope of the project increased slightly as we are now including the relocation of the restrooms on the second floor as part of the work. We understand the Client has additional funding added to the project budget to address the construction costs associated with this modification.

We are prepared to begin work immediately upon your notice to proceed. We anticipate the scope of work for this Additional Services to be completed in a timely manner with the objective the schedule delay associated with this revised design work will result in the project being completed nearly consistent with the original project goals.

Services Not Included

- Design Services beyond those noted above.

Estimated Fees for Professional Services

Compensation for professional services has been estimated to be a fee of \$ 95,661.00. The estimated fee proposal is allocated in the following fashion:

Re-programming/Additional Outreach	\$ 38,980.00
Schematic Design Revised	\$ 87,441.00
Design Development Revision	(\$ 10,860.00)
Construction Document Revision	<u>(\$ 20,900.00)</u>
Subtotal	\$ 93,841.00
Reimbursable Expenses	<u>\$ 1,000.00</u>
Total Additional Service	\$ 95,661.00

Please refer to the attached spreadsheet for an allocation of the hours per division of labor and consultant for this work. Please note the spreadsheet illustrates a reduced fee for one of our consultants, Studio NYL, as a result in a reduced scope of their work as a result of this Additional Services proposal.

Agreement

We understand the terms of this agreement are per the agreement between the City and County of Denver and Humphries Poli Architects dated 30 June 2014. We are most appreciative of this opportunity to provide continuing services to the City and County of Denver and look forward to the completion of a highly successful project. Please do not hesitate to contact me directly with any questions.

Sincerely,
Humphries Poli Architects, P.C.



Dennis R. Humphries AIA
Principal

McNichols Building - Phase II Add Service for Re-Programming/Additional Outreach and Schematic Design Revised related to Accessibility Requirements

Estimated Fees & Schedule for Professional Services / REVISION 20 February 2014

Phase	Not-to-Exceed Fee	Estimated Time Period (weeks)
Project Re- Programming / Additional Outreach	\$38,980 41%	4
Schematic Design Revised	\$87,441 92%	4
Design Development	-\$10,860 -11%	6
Construction Documents	-\$20,900 -22%	10
Plan Review / Permits	\$0 0%	4
Construction Administration Assistance	\$0 0%	32
Total	\$94,661 100%	60

Grand Total \$94,661

Itemized Fee Breakdown by Discipline & Phase

Firm	Hourly Rate	Project Programming / Outreach			Schematic Design			Design Development			Construction Documents			Plan Review / Permits			Construction Administration Assistance			Sub-Total	
		Hours/Week	Weeks/Phase	Fee	Hours/Week	Weeks/Phase	Fee	Hours/Week	Weeks/Phase	Fee	Hours/Week	Weeks/Phase	Fee	Hours/Week	Weeks/Phase	Fee	Hours/Week	Weeks/Phase	Fee	Hours	Fee
Humphries Poli Architects (Architectural)																					
Principal	\$195	16	4	\$12,480	16	4	\$12,480	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$24,960
Project Manager	\$115	12	4	\$5,520	16	4	\$7,360	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$12,880
Project Architect	\$95	10	4	\$3,800	28	4	\$10,640	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$14,440
Designer	\$75	24	4	\$7,200	80	4	\$24,000	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$31,200
Clerical	\$50	2.5	4	\$500	4	4	\$800	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$1,300
Sub-total		64.5		\$29,500	144		\$55,280	0		\$0	0	\$0	0		\$0	0		\$0		\$84,780	
% of Fee				34.8%			65.2%			0.0%		0.0%			0.0%			0.0%		100.0%	
Studio NYL (Structural) (Subconsultant to HCL)																					
Principal	\$180	2	4	\$1,440	2	4	\$1,440	-2	6	-\$2,160	-1	10	-\$1,800	0	4	\$0	0	32	\$0		-\$1,080
Senior Engineer	\$135	2	4	\$1,080	2	4	\$1,080	-4	6	-\$3,240	-6	10	-\$8,100	0	4	\$0	0	32	\$0		-\$9,180
Junior Engineer	\$95	0	4	\$0	2	4	\$760	-6	6	-\$3,420	-8	10	-\$7,600	0	4	\$0	0	32	\$0		-\$10,260
REVIT Modeller	\$85	0	4	\$0	0	4	\$0	-4	6	-\$2,040	-4	10	-\$3,400	0	4	\$0	0	32	\$0		-\$5,440
Sub-total		4		\$2,520	6		\$3,280	-16		-\$10,860	-19		-\$20,900	0		\$0	0		\$0	0	-\$25,960
% of Fee				-9.7%			-12.6%			-41.8%			-80.5%			0.0%		0.0%		0.0%	
HCL Engineering (Civil & Structural)																					
Principal	\$140	0	4	\$0	6	4	\$3,360	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$3,360
Project Designer	\$95	0	4	\$0	10	4	\$3,400	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$3,400
Sub-total		0		\$0	16		\$6,760	0		\$0	0		\$0	0		\$0	0		\$0		\$6,760
% of Fee				0.0%			100.0%			0.0%		0.0%			0.0%		0.0%		0.0%		100.0%
HCL Engineering (Survey)																					
Survey Manager	\$115	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Project Surveyor	\$85	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Survey Crew	\$35	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Sub-total		0		\$0	0		\$1	0		\$0	0		\$0	0		\$0	0		\$0		\$1
% of Fee				0.0%			100.0%			0.0%		0.0%			0.0%		0.0%		0.0%		100.0%
DHM Design (Landscape)																					
Principal	\$180	6	4	\$3,840	12	4	\$7,680	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$11,520
Project Designer	\$75	6	4	\$1,800	24	4	\$7,200	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$9,000
Sub-total		12		\$5,640	36		\$14,880	0		\$0	0		\$0	0		\$0	0		\$0		\$20,520
% of Fee				27.5%			72.5%			0.0%		0.0%			0.0%		0.0%		0.0%		100.0%
Corey Engineering (Electrical)																					
Senior Engineer (QA/QC)	\$135	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Project Manager	\$110	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
REVIT	\$70	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Administration	\$55	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Sub-total		0		\$0	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0		\$0
% of Fee				#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!		#DIV/0!
CE Group (Mechanical / Plumbing)																					
Principal	\$165	2	4	\$1,320	1	4	\$600	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$1,920
Project Manager	\$135	0	4	\$0	3	4	\$1,620	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$1,620
Sr. Engineer/Designer	\$130	0	4	\$0	4	4	\$2,080	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$2,080
Project Engineer	\$95	0	4	\$0	6	4	\$2,280	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$2,280
Jr. Designer	\$85	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
CAD/BIM	\$75	0	4	\$0	2	4	\$600	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$600
Administration	\$65	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Sub-total		2		\$1,320	16		\$7,240	0		\$0	0		\$0	0		\$0	0		\$0		\$8,560
% of Fee				15.4%			84.6%			0.0%		0.0%			0.0%		0.0%		0.0%		100.0%
Delet (specifications)																					
Specification Writer	\$95	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Sub-total		0		\$0	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0		\$0
Yeh (Geotech)																					
Geotechnical Engineer	\$115	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Sub-total		0		\$0	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0		\$0
ABG (Cost Estimating)																					
Estimator	\$110	0	4	\$0	0	4	\$0	0	6	\$0	0	10	\$0	0	4	\$0	0	32	\$0		\$0
Sub-total		0		\$0	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0		\$0
TOTAL				\$38,980			\$87,441			-\$10,860			-\$20,900			\$0			\$0		\$94,661