

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** (this “Amendment”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **ANDERSON MASON DALE ARCHITECTS, P.C.**, a Colorado corporation, whose address is 3198 N. Speer Blvd., Denver, CO 80211 (the “Design Consultant” or “Consultant” and referred to herein, together with the City, as the “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into that certain Design Services Agreement, dated October 14, 2021, relating to certain professional services to be provided by the Consultant to the City (the “Agreement”); and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the term, modify the scope of work and modify the Maximum Contract Amount.

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

**1.     Scope of Work.** The “Scope of Work” or “Basic Services” to be provided by the Consultant under the Agreement shall be revised and supplemented to include the items set forth in the document attached to this Amendment as **Exhibit A-1**. For all purposes under the Agreement, all references to **Exhibit A** shall be deemed to refer to **Exhibit A** as amended and supplemented by **Exhibit A-1**.

**2.     Compensation, Payment, and Funding.**

A.     Fee for Basic Services. Section 3.01 of the Agreement is hereby amended to read 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 **THREE MILLION TWO HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 Dollars (\$3,267,000.00)**, in accordance with the billing rates and project budget stated in **Exhibits A, A-1 and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

B. Additional Services. Section 3.03 of the Agreement is hereby amended to read as follows:

**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this Agreement is **FIVE HUNDRED ELEVEN THOUSAND NINE HUNDRED AND NO/100 Dollars (\$511,900.00).**

C. Maximum Contract Amount. Section 3.06(a) of the Agreement is hereby amended to read as follows:

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION THREE HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$4,380,000.00)** (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 those specifically described in **Exhibit 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.

3. Term. Section 4.01 of the Agreement is hereby amended to read as follows:

**4.01 Term.** This Agreement will commence on **October 14, 2021**, and expire on **December 31, 2027**, unless sooner terminated upon final completion of the Project.

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

5. Execution. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council. As used herein, the "Effective Date" shall mean the date set forth on the signature page for the City. The Parties agree that this Amendment may be executed in the manner contemplated in Section 5.28 of the Agreement and will be subject to the terms set forth therein.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

DOTI-202582118-01 [202160307-01]  
ANDERSON MASON DALE ARCHITECTS, P.C.

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_


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

**Contract Control Number:**  
**Contractor Name:**

DOTI-202582118-01 [202160307-01]  
ANDERSON MASON DALE ARCHITECTS, P.C.

By:

Signed by:

  
B6EDD6BEEFF34B2...

Name:

JOEY CARRASQUILLO  
(please print)

Title:

Vice President  
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

## **Exhibit A-1**

### **Scope of Work**

# AndersonMasonDale

Curt Winn, Senior Project Manager  
Department of Transportation and Infrastructure  
Denver, CO  
[curt.winn@denvergov.org](mailto:curt.winn@denvergov.org)

November 3, 2025

Re: Westwood Recreation Center  
Design Services Agreement DOTI-202160307-00  
Contract Extension and Associated Additional Services Request

Dear Mr. Winn,

This letter has been prepared to address the upcoming expiration of the referenced contract, and to inform you per Section 3.06(c) of the same contract of the anticipated exhaustion of available funds to support the continuation of Construction Administration (CA) services by our design team.

**Contract Expiration**

Our current contract originally executed October 14, 2021, for the referenced project expires on December 31, 2025. The duration of the project to date has been impacted by various circumstances:

- Timeline of project commencement: AMD fee proposal issued to DOTI May 2021, Final contract executed October 2021; Notice to Proceed issued 01 November 2021; Project administrative kickoff December 2021.
- Protracted Schematic Design phase spanning 32-weeks (07/14/2022 - 02/20/2023), included efforts spanning 9-weeks (08/05/2022 - 10/07/2022) associated with additional community engagement process requested by DPR, and protracted Schematic Design pricing by an additional 2-weeks (02/20/2023 - 03/03/2023)
- Protracted Design Development phase spanning 37-weeks, including pricing, trend log, DPR & DOTI review period spanning 19-weeks (07/26/2023 - 12/04/2023) after 100% Design Development submittal, focused on continued exploration of exterior building design.
- Protracted Construction Document phase spanning 43-weeks, including protracted pricing and cost reconciliation spanning 13-weeks (05/20/2024 - 08/16/2024).

**Exhaustion of Design Funds**

Per Section 3.06(c) of the Design Services Agreement, we are informing you of the anticipated exhaustion of available funds to support the continued services of the design team in construction through Q2-2027.

Our original proposal articulated an assumed construction schedule of 78 weeks; the executed CMGC contract and project schedule is set at 104 weeks. In the Prime Agreement, we identified a \$6,500/week additional service to address additional time in construction beyond our assumed 78 weeks. This rate would begin after 78 weeks of construction and end with the execution of the Certificate of Final Completion.

We respectfully request additional compensation to sustain our efforts in providing ongoing services during construction, and present the following proposal for your consideration.

|                   |          |               |            |
|-------------------|----------|---------------|------------|
| 2026 Q4 - 2027 Q2 | 26-weeks | \$ 6,500/week | \$ 169,000 |
|-------------------|----------|---------------|------------|

**Design Contingency**

In addition to the above funding to support our efforts through 104 weeks of construction, AMD proposes the following items with approximate amounts as potential uses of the \$311,000 design contingency included within the contract amendment:

|           |   |
|-----------|---|
| \$75,000  | Potential CA beyond 24 months for close out activities                            |
| \$200,000 | Potential fee for scope changes to the project made during design                 |
| \$36,000  | Potential fee for client-initiated changes to the design due to unforeseen issues |

Upon your review, we are available to discuss this matter further with you.

Sincerely,

Joey Carrasquillo, AIA  
Principal