

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HKS, INC.**, a Texas corporation authorized to do business in the State of Colorado, whose address is 999 18th Street, Denver, Colorado 80202 (the “Design Consultant”), jointly the “Parties.”

RECITALS:

A. The Parties entered into a Design Services Agreement dated **November 27, 2018** to provide professional design services to support the City’s Office of the National Western Center (the “Original Agreement”);

B. The Parties subsequently entered into that First Amendatory Agreement, dated **October 7, 2020**, whereby the original **Exhibit B** was supplemented by **Exhibit B-1**, the original **Exhibit C** was replaced by **Exhibit C-1**, and compensation was added to the Original Agreement (the “First Amendment”);

C. Collectively, the Original Agreement and the First Amendment shall be referred to as the “Agreement;”

D. Rather than enter into a new contract, the Parties desire to further amend the Agreement to supplement the **Exhibit B** that was attached to the Original Agreement and the **Exhibit B-1** that was attached to the First Amendment with the attached **Exhibit B-2**, replace the **Exhibit C-1** with the attached **Exhibit C-2**, and add compensation in the amount of **THREE HUNDRED EIGHTY THOUSAND SIX HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$380,620.00)** to the Agreement for the purpose of business continuity.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3.01 of the Agreement, entitled “**Fee for Basic Services**,” is 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 THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND ELEVEN CENTS**”

(\$3,002,795.11), in accordance with the billing rates and project budget stated in **Exhibits A 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.”

2. Section 3.03 of the Agreement, entitled “**Additional Services**,” is amended to read as follows:

“3.03 **Additional Services**. If pre-approved 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 **THREE HUNDRED FIVE THOUSAND EIGHT HUNDRED FIFTY-SEVEN DOLLARS AND EIGHT-SIX CENTS (\$305,857.86).**”

3. Section 3.05(a) of the Agreement, entitled “**Maximum Contract Amount**,” is amended to read as follows:

“3.05 **Maximum Contract Amount**.

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND NINETY-SEVEN CENTS (\$3,367,352.97)** (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 **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

4. **Exhibits B and B-1**, respectively, of the Agreement shall be supplemented by **Exhibit B-2**, which is attached hereto and incorporated herein by reference. All references to **Exhibits B and B-1**, respectively, in the Agreement shall automatically incorporate the attached **Exhibit B-2**. The new amounts detailed in **Exhibit B-2** shall be effective at the time of execution of this Second Amendatory Agreement and shall only apply to new task orders issued after execution of this Second Amendatory Agreement.

5. **Exhibit C-1** of the Agreement shall be replaced in its entirety by **Exhibit C-2**, which is attached hereto and incorporated herein by reference. All references to **Exhibit C-1** in the Agreement shall automatically incorporate the attached **Exhibit C-2**.

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

7. This Second 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: DOTI-202157822-02 / ALF-201845050-02
Contractor Name: HKS, INC.

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202157822-02 / ALF-201845050-02
HKS, INC.

By: SEE NEXT PAGE FOR SIGNATURE

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Prime Consultant: HKS, Inc.

ARCHITECTURAL / ENGINEERING FEE PROPOSAL TABULATION FORM											
Consultant Name	FEE & PERCENTAGE DETAILS									M/WBE	
	TASK 1: Project Management Fee	TASK 2: Programming Verification Fee	TASK 3: Schematic Design Fee	TASK 4: Design Development Fee	TASK 5: Construction Documents Fee	TASK 6: Construction Administration Services Fee	TASK 7: Project Closeout Fee	TOTAL FEE	Percentage of Total Fee	M/WBE (Y / N)	M/WBE %
Prime Consultant:											
HKS, Inc.**	\$ -	\$ -	\$ -	\$ -	\$ 29,140.00	\$ -	\$ -	\$ 29,140.00	12%	N	0%
Sub-Consultant Team Members:											
Wenk Associates - Landscape Architect	\$ -	\$ -	\$ -	\$ -	\$ 31,525.00	\$ -	\$ -	\$ 31,525.00	13%	N	0%
360 Engineering - Mechanical, Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 15,277.78	\$ -	\$ -	\$ 15,277.78	6%	Y	6%
Clanton Engineering - Electrical	\$ -	\$ -	\$ -	\$ -	\$ 25,780.00	\$ -	\$ -	\$ 25,780.00	11%	Y	11%
Integral Engineering - Structural	\$ -	\$ -	\$ -	\$ -	\$ 47,689.36	\$ -	\$ -	\$ 47,689.36	20%	Y	20%
JF Sato - Civil, Drainage	\$ -	\$ -	\$ -	\$ -	\$ 86,580.00	\$ -	\$ -	\$ 86,580.00	37%	Y	37%
Terradyne - Geotechnical Engineer*	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	1%	Y	1%
Ambient Energy - LEED/Sustainability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	Y	0%
Shen Milsom Wilke - Low Voltage Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
ACE, Inc. - Building Code Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Access by Design - Accessibility Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	Y	0%
JF Sato - Land Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Vermeulens - Cost Estimating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
K2 - AV, Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	Y	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ 237,192.14	\$ -	\$ -	\$ 237,192.14	100%		74%
Basic Services - Design Document Packages			\$ -	\$ -	\$ -			\$ -	0%	N	0%
Reimbursable Expenses - Prime		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Subs (non M/WBE)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0%
Reimbursable Expenses - Subs (M/WBE)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	Y	0%
Additional Services Allowance								\$ 143,427.86			
GRAND TOTAL FEE	\$ -	\$ -	\$ -	\$ -	\$ 237,192.14	\$ -	\$ -	\$ 380,620.00			74%
FEE NOTES / CLARIFICATIONS											
*Terradyne fees included with Integral Engineering Company fees.											
**HKS fee includes interior design and graphics											

Instructions:

- 1) Please input the Prime Consultant firm's name in the space above the worksheet. The firm's name will auto populate on the first line of the tabulation form.
- 2) All proposing firms are to complete all team members on this sheet, any item left blank should be noted in a manner that shows it was intentionally not included (for example, N/A)
- 3) "Consultant Name" - please provide the name of the firm that will be providing the designated service or covering the specific scope.
- 4) "Fee" - please provide the fee that is associated with the project phase identified in the respective column for that specific firm.
- 5) "Percentage" - percentages will auto populate based upon the inserted fee. Each Consultant's Percentage of Total Fee will be calculated by dividing their respective fee by the Grand Total Fee; the cumulative percentage should add up to 100% of the Grand Total Fee.
- 6) "M/WBE" - please indicate whether the team member firm is a M/WBE by indicating "Y" or "N" in that column. The M/WBE percentage will auto transfer and the cumulative percentage for the entire team (in the "Totals" row) will auto sum.
- 7) "Fee Notes/ Clarifications" - please provide any necessary explanation of the information provided in the lines above in order to clarify your fee and any assumptions made in its generation.



Exhibit C-2 CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Joe Bryant</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (214) 503-1212</td> <td>FAX (A/C. No.): (214) 503-8899</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificatedallas@risk-strategies.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: AXIS Surplus Insurance Company</td> <td style="text-align: right;">NAIC # 26620</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td style="text-align: right;">20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Joe Bryant		PHONE (A/C. No. Ext): (214) 503-1212	FAX (A/C. No.): (214) 503-8899	E-MAIL ADDRESS: certificatedallas@risk-strategies.com		INSURER(S) AFFORDING COVERAGE		INSURER A: AXIS Surplus Insurance Company	NAIC # 26620	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED HKS Architects, Inc. 350 N. St. Paul, Suite 100 Dallas TX 75201																					

COVERAGES

CERTIFICATE NUMBER: 59983247

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3606 41 06	10/31/2020	10/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7361 77 04	10/31/2020	10/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7819 17 55	10/31/2020	10/31/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Excess Liability \$5,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	7182 74 49	10/31/2020	10/31/2021	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		<input checked="" type="checkbox"/>	EBZ770183/01/2020	10/31/2020	10/31/2021	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability is the total aggregate limit for all claims presented within the annual policy period and is subject to a to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
 The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured on the general, auto, and umbrella liability coverage as required by written contract.
 RE: HKS, Inc. Project #22426 – National Western Center Stockyards and Stockyard Events Center - Project No. NWC2018-008

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 West Colfax Ave. Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> Joe Bryant </div>
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ACORD 25 (2016/03)

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