

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, (the “City”), and MEETING THE CHALLENGE, INC., a Colorado corporation, with its principal place of business located at 3630 Sinton Road, Suite 103, Colorado Springs, Colorado, 80907 (the “Consultant”), jointly “the parties”.

RECITALS:

A. The City and the Consultant previously entered into an Agreement dated December 11, 2014, and an Amendatory Agreement dated November 20, 2015 (the “Agreement”), to provide consulting services for the Project Civic Access related to the Americans with Disabilities Act compliance (the “Project”);

B. The City is seeking additional work from Consultant requiring more time and effort by the Consultant, as further described in **Exhibit A-2**; and

C. The parties wish to adjust the scope of the work to be completed by Consultant, adjust Consultant’s fees as a result of said adjustment, and extend the Term of the Agreement, by this amendment to the Agreement, with all other terms and conditions of the Agreement remaining unchanged unless modified herein.

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

1. In addition to the performance of the services and production of the deliverables set forth on **Exhibit A** and **Exhibit A-1** to the Agreement as required by paragraph 2(a) of the Agreement, Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A-2** attached hereto and incorporated herein.

2. Paragraph **3 Term**, is modified in its entirety to read as follows:

“**3. Term:** The Agreement will commence on **October 15, 2014**, and will expire on **December 31, 2018** (the “Term”). Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

3. Paragraph **4(a) Fee**, is modified in its entirety to read as follows:

“**4(a). Fee:** The City shall pay and Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **Six Hundred Ten Thousand and 0/100 Dollars (\$610,000.00)**.

4. Paragraph **4(d). Maximum Contract Amount** is modified in its entirety to read as follows:

“**4(d). Maximum Contract Amount:**

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Six Hundred Ten Thousand and 0/100 Dollars (\$610,000.00)** (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 Consultant beyond that specifically described in Exhibit A, Exhibit A-1 and Exhibit A-2. Any services performed beyond those in Exhibit A, Exhibit A-1 and Exhibit A-2 are performed at Consultant's risk and without authorization under the Agreement.
- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the city, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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Contract Control Number: HRCRS-201418678-02

Contractor Name: MEETING THE CHALLENGE INC

By: Kent Kelley

Name: KENT KELLEY
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: Geoffrey L. Ames

Name: Geoffrey L. Ames
(please print)

Title: Executive Consultant
(please print)



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 _____



EXHIBIT A-2

SCOPE OF WORK

Meeting the Challenge, Inc.

Consulting services for PCA response and ADA Compliance

Meeting the Challenge (MTC) will assist the City with its ongoing efforts to address issues raised in the Project Civic Access (PCA) process and settlement agreement. MTC will provide consultation services on the City's overall compliance with the Americans with Disability Act (ADA) and as directed by the Director, perform the following services:

· Continue with performance of the duties and responsibilities of the Independent Licensed Architect (ILA) in the PCA Settlement Agreement as directed by the Director, including but not limited to:

- the coordination of services with the Denver Office of Disability Rights and other designated agencies for the implementation, completion and verification of Phase 1 of PCA Settlement modifications for facilities surveyed as identified in the PCA Settlement Agreement.
- Initiation of the remaining phases of the PCA Settlement Agreement, to include, but not limited to:
 - (1) self-evaluation of remaining City facilities as they relate to compliance with the ADA,
 - (2) evaluation of the City's programs and services as they relate to compliance with the ADA, and
 - (3) development of City's transition plan to address structural and programmatic barrier removal for all identified City entities.