

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 **PAHL ARCHITECTURE PC**, (the “Design Consultant”), a Colorado corporation, whose address is 303 East Seventeenth Avenue, Suite 555, Denver, Colorado 80203.

RECITALS:

A. The City and the Design Consultant entered into an On Call Design Services Agreement dated July 1, 2008 for professional architecture services and related technical services on an “as needed” basis (the “Agreement”); and

A. The City and the Design Consultant wish to amend the Agreement to change the Line of Authority, extend the term, increase the total compensation and as otherwise set forth below.

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

1. Section 1.02 of the Agreement, entitled “**Line of Authority for Contract Administration**” is hereby amended to read in its entirety as follows:

“**1.02 Line of Authority for Contract Administration.** The City’s Manager of Public Works (“Manager”) is the City’s representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the Deputy Manager of Public Works (“Deputy Manager”) as the Manager’s authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Manager’s approval. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager’s behalf by written notice to the Design Consultant.

2. Section 3.07(a) of the Agreement, entitled “**Maximum Contract Amount; Funding**” is hereby amended to read in its entirety as follows:

“**3.05 Maximum Contract Amount.**

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **NINE HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 (\$960,000.00)**. In no event shall the maximum payment to the Design

Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.

3. Section 4.01 of the Agreement, entitled "**Term**", is hereby deleted in entirety and replaced with:

"4.01 Term. The term of this Agreement shall commence on April 1, 2008, and shall expire on March 31, 2014, unless sooner terminated."

4. Section 5.07(b) entitled "Proof of Insurance" is hereby amended to read as follows:

"5.07(b) Proof of Insurance: Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. Design Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Design Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Design Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

5. Section 5.19 entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is hereby amended to read as follows:

"5.19 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Design Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. The Design Consultant also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Design Consultant to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Design Consultant will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Design Consultant is liable for any violations as provided in the Certification Ordinance. If Design Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Design Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract

due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Design Consultant from submitting bids or proposals for future contracts with the City.”

6. Paragraph 5.29, entitled “ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS,” is hereby added to the Contract to read as follows:

“5.29 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Design Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number: OC85006

Vendor Name: PAHL ARCHITECTURE PC

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: OC85006

Vendor Name: PAHL ARCHITECTURE PC

By: ROBERT PAHL 1.6.12

Name: ROBERT PAHL
(please print)

Title: PRES. / TREAS.
(please print)

ATTEST: [if required]

By: JOSEPH M. PAHL

Name: JOSEPH M. PAHL
(please print)

Title: VP/SEC
(please print)





CERTIFICATE OF LIABILITY INSURANCE D

EXHIBITDATE (MM/DD/YYYY)
10/13/2011

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 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 Taggart & Associates, Inc. 1600 Canyon Boulevard P. O. Box 147 Boulder CO 80306 | | CONTACT NAME: Courtney Ouellette, PWCAM PHONE (A/C No. Ext): (303) 442-1484 FAX (A/C No): (303) 442-8822 E-MAIL ADDRESS: courtneyo@taggartinsurance.com | |
| INSURED Pahl Architecture PC 303 E. 17th Avenue, Suite 555 Denver CO 80203 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Secura Insurance Companies | NAIC # 22543 |
| | | INSURER B: General Ins Co of | 19704 |
| | | INSURER C: Pinnacle Assurance | 41190 |
| | | INSURER D: Lloyd's of London | 998 |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 11-12 Master-Current **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-------------------------------------|---|-------------------|-------------------------|-------------------------|--|--------------|
| A | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | | 20-BP-003140452-1 | 7/1/2011 | 7/1/2012 | MED EXP (Any one person) | \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$ Included |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | <input checked="" type="checkbox"/> | | 24CC2459734 | 7/1/2011 | 7/1/2012 | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | Uninsured motorist combined | \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 1,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 20CU0031543581 | 7/1/2011 | 7/1/2012 | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | <input type="checkbox"/> Y <input type="checkbox"/> N | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 779452 | 7/1/2011 | 7/1/2012 | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| D | Professional Liability | | | LDUSA1102925 | 7/1/2011 | 7/1/2012 | Limit: | \$2,000,000 |
| | | | | | | | Deductible: | \$20,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and business auto policy.

| | | | |
|---|--|--|--|
| CERTIFICATE HOLDER | | CANCELLATION | |
| City and County of Denver Department of Public Works 201 West Colfax Department #611 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 C Ouellette, PWCAM/AB <i>Courtney J. Ouellette</i> | |