

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **PERKINS & WILL, INC.** (the "Design Consultant"), a Delaware corporation authorized to conduct business in Colorado. City and Design Consultant shall be individually referred to herein as a “Party” and jointly as the “Parties.”

RECITALS:

A. The Parties entered into an Agreement executed on or about June 21, 2019 (the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and amend the Agreement to increase maximum capacity and modify the scope of work and Design Consultant responsibilities.

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

1. All references to “Exhibit A” (as related to the Agreement) shall be amended to read: “Exhibit A and Exhibit A-1, as applicable”. The scope of services and maximum compensation contained in this Amendatory Agreement and in Exhibit A-1 are hereby incorporated herein by reference.

2. Section 2 of the Agreement entitled “**Additional Services**” shall be amended to read as follows:

“(e) Payment to the Design Consultant for such additional services shall not, in any event, cause the total compensation to the Design Consultant to exceed the maximum additional services amount set forth in Section 3.

(f) The total cost of all Additional Services shall not exceed Seventy Five Thousand Dollars and Zero Cents (\$75,000.00).”

3. Section 3 of the Agreement entitled “**Compensation, Payment and Funding**” 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 services rendered hereunder, a fee not to exceed **SIX HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND ZERO CENTS (\$663,889.00)**, 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.”

3. Section 3 of the Agreement entitled “**Compensation, Payment and Funding**” 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 **SEVEN HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND ZERO CENTS (\$738,889.00)** (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 **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

4. Section 4 of the Agreement entitled “**TERM AND TERMINATION**” is amended to read as follows:

“**4.1 Term.**

The Agreement will commence on July 1, 2019 and expire October 31, 2022, unless sooner terminated, or unless final completion of the Project occurs prior to the expiration date. The Project Manager may authorize work to continue after expiration if Design Consultant has not completed the required scope of work under this Agreement. In such case the City is not obligated to pay additional compensation in excess of the Maximum Contract Amount unless otherwise agreed upon by duly executed amendment to this Agreement or duly executed separate agreement.”

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

6. 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.

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: DOTI-202053229 [201950352-01]
Contractor Name: PERKINS & WILL, 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-202053229 [201950352-01]
PERKINS & WILL, INC.

By: DocuSigned by:
HOLLY JEANNELLE
8F998A9004F84B4...

Name: HOLLY JEANNELLE
(please print)

Title: Holly Jeannelle
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1

CONGRESS PARK POOL RENOVATION
SCHEDULE 1
SCOPE OF WORK

Commissioning

- LEEDv4 Fundamental Commissioning

Additional Services

- Possible additional public outreach
- Possible additional site visits
- Possible design services due to unforeseen conditions

Prime Consultant: Perkins and Will, Inc.

ARCHITECTURAL / ENGINEERING FEE PROPOSAL TABULATION FORM								
Consultant Name	FEE & PERCENTAGE DETAILS						M/WBE	
	TASK 1: LEED v4 Fundamental Commissioning	TASK 2: LEED v4 Enhanced Commissioning	TASK 3: Monitoring Based Commissioning	TASK 4: LEED v4 Building Enclosure Commssioing	TOTAL FEE	Percentage of Total Fee	M/WBE (Y / N)	M/WBE %
Prime Consultant:								
Perkins and Will	\$ 500	NA	NA	NA	\$ 500	3.13%	N	0%
Sub-Consultant Team Members:								
Ambient Energy - Commissioning Authority	\$ 15,000	NA	NA	NA	\$ 15,000	97%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
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N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	0%	N	0.0%
SUBTOTAL	\$ 15,500	\$ -	\$ -	\$ -	\$ 15,500	100%		0%
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%	N	0%
GRAND TOTAL FEE	\$ 15,500	\$ -	\$ -	\$ -	\$ 15,500	100%		0%
FEE NOTES / CLARIFICATIONS								

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) Proposing firms are to include all subconsultants 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 A-1

REIMBURSABLE EXPENSES

Consultant: Ambient Energy, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

3. Actual cost of reproduction of drawings and specifications, requested by the city.
4. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>NA</u> / S.F.
Reproducibles	\$ <u>0.15</u> / page