

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 **SII, LLC**, a Colorado limited liability company whose address is 20 Jersey Street, Denver, CO 80220 (“Consultant”), who shall be individually referred to herein as a “Party” and jointly as the “Parties”.

A. The City and the Consultant entered into Agreement dated February 19, 2015, and a First Amendatory Agreement dated February 1, 2016, (the “Agreement”) to diligently and professionally perform the services and produce all deliverables described in the **Scope of Services** attached thereto as **Exhibit A** and the **Fees and Reimbursable Expenses** attached thereto as **Exhibit B**.

B. The parties wish to amend the Agreement to add additional funds and extend the term to diligently and professionally perform the services and produce all deliverables described in the revised Scope of Services attached hereto as **Exhibit A** and the revised Fees and Reimbursable Expenses attached hereto as **Exhibit B**.

In consideration of the premises and the parties’ mutual covenants and obligations, the parties agree as follows:

1. Paragraph 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The term of the Agreement is from February 1, 2015 until December 31, 2019 or until the Maximum Contract Amount specified in subsection 3.A. below is expended and all of the tasks specified in **Exhibit A** and have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**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.”

2. Paragraph 3 of the Agreement entitled “**COMPENSATION AND PAYMENT**” and Sub-paragraph A entitled “Maximum Contract Amount” is hereby deleted in its entirety and replaced with:

“3. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Consultant for the performance of the work set out in **Exhibit A** and the rates set out in **Exhibit B** shall in no event exceed the sum of **NINE HUNDRED EIGHTY THOUSAND ONE HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$980,155.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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.

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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 _____

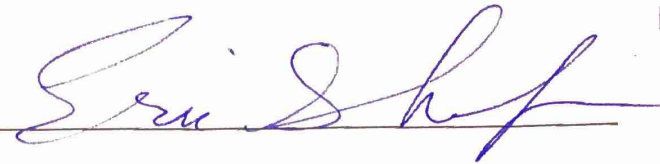

By _____

By _____



Contract Control Number: NDCCP-201520513-02

Contractor Name: SII LLC

By:  

Name: Eric Shafran
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

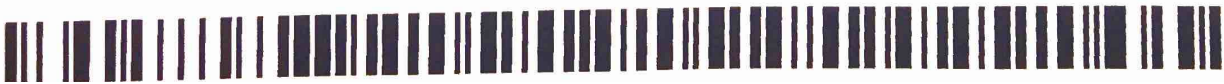


Exhibit A Scope of Services

Under the direct supervision of the City and County of Denver Mayor's Office of the National Western Center (NWCO), SII will continue to serve as a NWC **Portfolio Integration Manager** (PIM), providing strategic coordination and alignment services as directed across the portfolio of the National Western Center Campus Development. With the express written authorization from the Executive Director of the National Western Center, SII will perform work on a mutually agreed task by task basis via written work plans. SII will provide a not-to-exceed fee proposal for each work plan request issued. Upon acceptance, the City agrees to pay SII, as compensation for any services rendered for a particular task, up to the not-to-exceed fee to be set forth in each approved written work plan. SII will submit monthly invoices with detailed hourly billing against all approved written work plans.

The written work plan tasks may include and not be limited to the following:

- Assistance with onboarding and ramp up of the Program Management Team and their embedded sustainability experts
- Coordination of the sustainability effort for the National Western Center Campus development. Specific Responsibilities relating to the sustainability effort may include:
 - o Coordinate the NWC Regeneration Team, including members from the City, Colorado State University (CSU) and the Western Stock Show Association (WSSA); coordinate sustainability activities with external partners including NREL, Denver Water, Metro Wastewater Reclamation District (MWRD), EPA and Xcel Energy, through their Partners in Energy Program
 - o Development and ongoing management of a program to collect relevant historical and real-time energy, waste and water data on the existing campus
 - o Coordination of preliminary study and data analysis activities by CSU faculty with NWCO efforts and work plan
 - o Coordinate transition of responsibilities to Program Management Team and assist with education on activities
- Facilitation, coordination and management of specific elements of the Campus Placemaking effort as directed, which may include but are not limited to:
 - o - RTA Facility Program Development and Refinement;
 - o - Future (phasing) Facility Program Development and Refinement;
 - o - Assist in the organization and alignment of feedback on the facility program development and refinement feedback from internal and external stakeholders, including but not limited to promoters, partners and end-users, etc.
- Assist in the preparation of procurement strategies and documents, including but not limited to RFQ's, RFP's, and Work Order/Task Orders
- Support ongoing preliminary planning and critical path efforts as directed to include, but not limited to, the following:
 - o Early design and planning efforts, including rail consolidation and Brighton Boulevard design
 - o Budget development and tracking
 - o Campus historic preservation planning
 - o Delgany Interceptor relocation and sewer heat recovery feasibility study, and other sustainability /regeneration activities
 - o Presentation of the NWC project at conferences and industry/association events and provide tours of the NWC campus

- Performs other related duties as assigned.

Exhibit B
Fees & Reimbursable Expenses

Fee Summary to Date – Existing Contract

The following is the Fees & Reimbursable Expenses estimate from the Contract Amendment dated February 1, 2016:

Year	Hourly Rate	Hours/ Month	Total Hours	Base	10% Add Services	Reimbursable Expenses	Total
2015	\$150.00	75	900	\$135,000	\$15,000	\$5,000	\$155,000
2016	\$175.00	120	1,440	\$252,000	\$20,000	\$5,000	\$277,000
2017 <i>(partial)</i>	\$178.50	130	330	\$58,905	\$5,000	\$2,500	\$66,405
Total			2,665	\$445,905	\$40,000	\$12,500	\$498,405

Through November 2016, SII has invoiced for fees of \$347,750 and reimbursable expenses of \$1,700 against the contract, as outlined below:

Year	Category	Hourly Rate	Hours	Contract Value	Billed to Date	Fees Remaining	Hours Remaining
2015	Fees	\$150.00	900	\$135,000	\$135,000	-	-
	Add Services		100	\$15,000	\$15,000	-	-
	Total		1,000	\$150,000	\$150,000	-	-
2016	Fees	\$175.00	1,440	\$252,000	\$197,750	\$54,250	310
	Add Services		114.25	\$20,000	-	\$20,000	114.25
	Total		1,554.25	\$272,000	\$197,750	\$74,250	424.25
2017	Fees	\$178.50	330	\$58,905	-	\$58,905	330
	Add Services		28	\$5,000	-	\$5,000	28
	Total		358	\$63,905	-	\$63,905	358
Total Fees			2,912.25	\$485,905	\$347,750	\$138,155	782.25
Reimbursable Expenses				\$12,500	\$1,700	\$10,800	

Billing for services during the month of December 2016 is anticipated to total ~\$21,000 with no reimbursable expenses, which will leave fees of ~\$117,000 and reimbursable expenses of \$10,800 in the existing contract. At 2017 rates, this equates to ~661 hours, which will provide for services through June 2017, assuming a monthly commitment of 120 hours per month for January – March and 80 hours per month for April – June, with 10% reserved for Add Services, as exhibited below:

Months	Hourly Rate	Hours per Month	Total	Base	10% Add Services	Total
Jan - Mar	\$178.50	120	360	\$64,260	\$6,000	\$70,260
Apr - Jun	\$178.50	80	240	\$42,840	\$4,000	\$46,840
Total			2,665	\$107,100	\$10,000	\$117,100

Fees, Reimbursable Expenses and Payment Terms – New Services

The following outlines the proposed additional fees to support services from July 2017 through the end of 2019:

Year	Hourly Rate	Hours/ Month	Total Hours	Base	10% Add Services	Total
2017 <i>(partial)</i>	\$182.50	80	480	\$87,600	\$8,750	\$96,350
2018	\$182.50	80	960	\$175,200	\$17,500	\$192,700
2019	\$182.50	80	960	\$175,200	\$17,500	\$192,700
Total Fees			2,400	\$438,000	\$43,750	\$481,750

This proposed fee is inclusive of all overhead costs (local mileage, parking, basic printing, phone, etc.) except for plan reproductions, monthly report or presentation material printing, and other larger-than-normal printing jobs, for which SII will request reimbursement at cost. Any travel expenses for the project would be pre-approved and billed at cost, as well. Note that no additional reimbursable expense budget is proposed, as the existing contract contains adequate reimbursable expense budget to support the extension of services through 2019.