

SECOND AMENDATORY DESIGN SERVICES AGREEMENT

THIS SECOND AMENDATORY DESIGN SERVICES AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the “City”), and **REILLY JOHNSON ARCHITECTURE, INC.** (the “Design Consultant”) a Colorado corporation having a principal address of 1775 Sherman Street, Suite 1320, Denver, Colorado 80203.

RECITALS:

A. The City and the Design Consultant previously entered into a Design Services Agreement dated July 15, 2008, amended by an Amendatory Design Services Agreement dated June 30, 2009 (together the “Agreement”), to provide services for the Denver County Jail Master Plan, the preliminary design, the final design, and the construction administration of the Denver County Jail Housing Units Building (the “Project”); and

B. The City has increased the design scope of the Project requiring more time and effort by the Design Consultant, as further described in **Exhibit E**.

C. Pursuant to Sections 9.6 and 19.22 of the Agreement, the parties wish to adjust the Design Consultant’s fees as a result of the change in the scope of the Project, 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. Paragraph **11.3.1 Payments for Reimbursable Expenses**, is modified in its entirety to read as follows:

“11.3.1 Payments for Reimbursable Expenses. For Reimbursable Expenses, as described in this Article, payments are to be made monthly, after presentation by the Design Consultant to the city of detailed statements itemizing, by category and amount, all items of Reimbursable Expenses, together with all relevant and appropriate support and back-up data. In no event, however, shall the total amount paid to the Design Consultant for all compensable Reimbursable Expenses exceed the sum of **FORTY FOUR THOUSAND AND NO CENTS (\$44,000.00).**”

2. Design Consultant shall perform the services with respect to the Smith Road staff services area and the Smith Road camera replacement program described in **Exhibit E** attached hereto and incorporated herein, as Additional Services pursuant to Paragraph **11.4 Additional Services**.
3. Paragraph **11.4.1 Payments for Additional Services** is modified in its entirety to read as follows:

“11.4.1. Payments for Additional Services. For authorized and pre-approved Additional Services, the Design Consultant shall be compensated on a lump sum basis, except where such services are authorized and pre-approved to be performed on an hourly rate basis, in accordance with the applicable hourly rate scheduled attached hereto as **Exhibit B**. In no event, however, shall the total amount paid to the Design Consultant for pre-approved Contingent Additional Services exceed the sum of **TWO HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED AND FIVE DOLLARS AND NO CENTS (\$275,805.00).**”

4. Paragraph **11.5 Maximum Contract Amount** is modified in its entirety to read as follows:

“11.5 Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Design Consultant under this Agreement shall in no event exceed the sum of **TWO MILLION TWO HUNDRED NINETY TWO THOUSAND SIX HUNDRED TEN AND NO CENTS (\$2,292,610.00).**”

5. Paragraph **11.8 Funding** is modified in its entirety to read as follows:

“11.8 Funding: It is expressly understood and agreed that the Design Consultant is undertaking this Project for a lump sum fee for both the Basic Services component and the Contingent Basic Services component of the Project, plus reasonable specified (or to be specified) amounts for not to exceed allowances for reimbursable expenses and additional services, and that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully appropriated and encumbered for the purposes of the Agreement or the maximum contract amount per phase set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of **TWO MILLION TWO HUNDRED NINETY TWO THOUSAND SIX HUNDRED TEN AND NO CENTS (\$2,292,610.00)** for the purposes of this Agreement. While it is anticipated that additional monies will be appropriated and encumbered for the purposes of this Agreement in the future, the Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of the previously appropriated and encumbered funds, is strictly prohibited. It shall be the responsibility of the Design Consultant to verify that the amounts already appropriated are sufficient to cover the entire amount appropriated and encumbered in undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Design Consultant’s own risk.”

6. Paragraph 19.15 **Term** is hereby modified in its entirety to read as follows:

“19.15. Term: The term of this Agreement shall commence upon written Notice to proceed from the City to Design Consultant and end upon final completion of the services to be provided by the Design Consultant, no later than June 15, 2013. The Insurance and Indemnification provisions of this Agreement shall survive the term.”

7. **Exhibit C-1** attached hereto and incorporated herein is added to **Exhibit C** to fully set forth the Project Design Schedule in accordance with Paragraph **8.1 Design Schedule**.

8. Paragraph 19.25, entitled **“ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS”**, is hereby added to the Agreement to read as follows:

“19.25. 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.”

9. Except as herein amended, the Agreement is affirmed and ratified.

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Contract Control Number: PWADM-CE84011-02

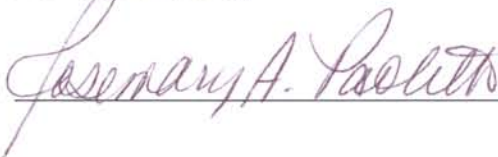
Contractor Name: REILLY JOHNSON ARCHITECTURE

By:  _____

Name: Robert D. Johnson
(please print)

Title: President
(please print)

ATTEST: [if required]

By:  _____

Name: Rosemary A. PAOLILLO
(please print)

Title: Notary ID 20004032696
(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 E

Security Camera Replacements/Additions Services

- Preparation of background architectural floor plans for areas with cameras to be added or replaced.
- Verification of existing camera locations and types and existing camera equipment rooms and the transfer of information to the background floor plans.
- Three design meetings with the Sheriff Department and other City staff
- Preparation of a construction cost estimate within 2 weeks of design completion.
- Preparation of Construction Documents and Specifications and submittal to City of Denver Building Department, if needed.
- Preparation for and attendance at a Pre bid Conference.
- Review of Bids
- Review of Shop Drawings
- Three on site construction observations
- Design of all modifications to the Master Control Room to accommodate this scope.
- Design of all equipment and racks.

Staff Services Remodel

- Provide design services to convert approximately 9,000 sf of shell space into the following spaces for DSD personnel: locker rooms, exercise area, lounge, dining area, circulation and support areas
- Provide demolition documents
- Design fire protection system
- Design HVAC systems for heating, cooling, ventilating.
- Design plumbing systems
- Design electrical including light, power, connections to special and mechanical equipment
- Design fire alarm system.

Construction administration to include Submittal and shop drawing review, review and respond to requests for information, pay request review and other services as needed

EXHIBIT C-1

CONSTRUCTION SCHEDULE

2012

August 8th	New Housing Unit Substantial Completion
September 15th	Anticipated Staff Services Area Notice to Proceed
October 15 th	Anticipated Security Cameras Addition/Replacement Notice to Proceed

2013

January 15 th	Anticipated Staff Services Substantial Completion
January 31 st	Anticipated Security Cameras Addition/Replacement Substantial Completion