

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 **R S TIPTON, INC.**, a Colorado corporation, whose address is 1041 W. Dry Creek Road, Littleton, Colorado 80120 (the “Consultant”), jointly (“the Parties”).

RECITALS:

1. The City and the Consultant previously entered into an Agreement dated May 7, 2015, (collectively, the “Agreement”).

2. The City and the Consultant wish to amend the Agreement to increase the term and maximum contract amount.

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

1. All references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibit B and B-1...” as applicable. **Exhibit B-1** is attached to this Amendatory Agreement.

2. Paragraph 3, entitled “**TERM**” is hereby amended to read as follows:

“**3. TERM.** The Agreement will commence on April 1, 2015 and will expire on December 31, 2018 (the “Term”). Subject to the Executive 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 Executive Director.”

3. Paragraph 4, entitled “**COMPENSATION AND PAYMENT**”, is hereby deleted in its entirety and replaced with:

“**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **FIVE HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$580,000.00)** for work as assigned by the Executive Director of Public Works at Consultant’s rates set forth in **Exhibit B and B-1**.”

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the rates in **Exhibit B and B-1**.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$580,000.00)** (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**. Any services performed beyond those in **Exhibit A** 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 this 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."

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

5. 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: PWADM-201521101-01

Contractor Name: R S TIPTON INC

By: RS Tipton

Name: ROBERT S. TIPTON
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





Exhibit B-1

R S Tipton, Incorporated • 6053 S. Quebec St. • Suite 200
Centennial, CO • 80111 • 303.797.0180 • www.RSTipton.com

August 10, 2017

Ms. Lisa Edington
City and County of Denver
Public Works – Transportation & Mobility
201 West Colfax Avenue
Denver, CO 80202

RE: Master On-Call Contract No.: OC201521101
Exhibit B-1

Prime Consultant:

List ALL potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names or personnel, only titles (i.e., Project Manager). Provide additional sheets as necessary.

2017 – 2018

Title/Classification	Responsibilities	Rate/hr
Principal Change Architect	Final responsibility for planning and direction of all engagements. Supervises all project team members, and may perform similar responsibilities as senior change architect as well.	\$275
Senior Change Architect	Engagement design, execution and follow-up (planning, kick-off, surveys, interviews, focus groups, observations, insight development, workshop design and facilitation, recommendations generation, implementation planning, ongoing support, communications, change management, project management). May supervise project administrator.	\$250
Project Administrator	Calendar and schedule management, monthly reporting, time tracking, meeting management, communication.	\$150

The city will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City.