

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SHORT ELLIOTT HENDRICKSON, INC.**, a Minnesota corporation whose address is NW 6262 PO BOX 1450, MINNEAPOLIS, Minnesota 55485-6262 (the “Design Consultant”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into Design Services Agreement dated August 1, 2018 (the “Agreement”) for the design of the NWC Maintenance and Ops facility. .

B. The Parties wish to amend the Agreement to modify the scope of work and increase funding.

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” in the existing Agreement shall be amended to read: “Exhibit A and A-1” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 3.05(a) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“3. COMPENSATION, PAYMENT, AND FUNDING:

3.05(a) Maximum Contract Amount:

Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED NINETY-SEVEN THOUSAND, SEVEN HUNDRED AND THIRTY-EIGHT DOLLARS (\$997,738.00)** (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 and A-1. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the 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: DOTI-202054107-01 [Legacy Alfresco No. PWADM-201843180-01]
Contractor Name: Short-Elliott-Hendrickson, Incorporated

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: DOTI-202054107-01 [Legacy Alfresco No. PWADM-201843180-01]
Contractor Name: Short-Elliott-Hendrickson, Incorporated

By:  89846BE6535940D...

Name: John Simmer
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

Memo to File

Encumbrance Request Approval

PREPARED BY: Stephanie Reed, Program Director, NWCO
COPY TO: Tykus Holloway, Executive Director, NWCO
PREPARED FOR: Maintenance & Operations Facility Design
DATE: 02/19/2020

This memorandum serves as a request for Public Works to approve the following agreement on behalf of the National Western Center in the Jaggaer System: Contract #: 201843180

Joint Agreement Party: Short Elliot Hendrickson, Inc. (SEH)

Contract Information:

Contract: Maintenance & Operations Facility Design

Contract Value: \$138,830.00

Contract Scope:

This Amendment will add scope and budget to existing agreement with SEH for the Design of the NWC Maintenance and Operations facility. The scope includes additional design time and coordination, confirmation of energy modeling requirement and reductions in electrical engineering proposed fee and construction administration costs.

This Amendment is funded by the 37206 (2018 tax exempt bonds).

Approved:

Executive Director of NWCO:



Date:

2/27/20

Scope of Amendment #01

The scope of this amendment is additional services for extended design services related to the realignment of the project scope to improve maintenance and operations needs for the campus. These additional services include a special exhibits for the Cattle Tie areas and stockyard waste; coordination with the final rail design, incorporation of related changes into existing construction documents, and a new access road adjacent to the rail corridor; grading and drainage design coordination with adjacent Stockyards; reprogramming of the maintenance shops; new rooftop photovoltaic design; Design Standards and Guidelines Checklist Submittal, not previously required and additional project management to complete these scope items.