

## 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 **WESTOVER CORPORATION**, a Colorado corporation, with its principal place of business located at 6580 North Federal Blvd, Denver, CO 80221 (the “Contractor”), collectively “the Parties.”

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated July 22, 2013 (the “Agreement”), relating to upgrades to the Denver Art Museum security system; and

**WHEREAS**, the Parties wish to amend the Agreement to revise the scope of work, extend the term and increase the compensation to the Contractor as follows; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A, Phase 1 – Scope of Work...” in the existing Agreement shall be amended to read: “...Exhibits A, Phase 1 – Scope of Work and A-1 Phase 2 - Scope of Work as applicable...” The scope of work marked as Exhibit A-1 Phase 2 – Scope of Work is attached.

2. Paragraph 2(b) of the Agreement entitled “**Phase 2:**” is amended to read as follows:

“**b. Phase 2:** As the manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and provide all deliverables set forth in **Exhibit A-1, Phase 2 – Scope of Work**, to complete Phase 2 of the Museum security system upgrade to the City’s satisfaction.”

3. Section 3 of the Agreement entitled “TERM” is amended to read as follows:

“**3. TERM:** The Agreement will commence on July 15, 2013 and will expire on October 1, 2014 (the “Term”).”

4. Paragraphs 4(b) and 4(e)(1) of the Agreement entitled “Phase 2 Fee” and “Maximum Contract Amount” are amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

**b. Phase 2 Fee:** The City shall pay and the Contractor shall accept as the sole compensation for Phase 2 services rendered and costs incurred under the Agreement the amounts listed in **Exhibit B, Pricing** and the amounts billed may not exceed the amounts or rates set forth in **Exhibit B**.

e. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED AND NINETY THOUSAND FIVE HUNDRED EIGHTY DOLLARS AND 05/100 CENTS (\$690,580.05)** (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 Contractor beyond that specifically described in **Exhibit A Phase 1 and Exhibit A-1 Phase 2**. Any services performed beyond those in **Exhibit A Phase 1 and Exhibit A-1 Phase 2** are performed at Contractor's risk and without authorization under the Agreement."

5. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

**EXHIBIT LIST:**  
**EXHIBIT A-1 PHASE 2 - SCOPE OF WORK**

**[SIGNATURE PAGES FOLLOW]**

**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 \_\_\_\_\_

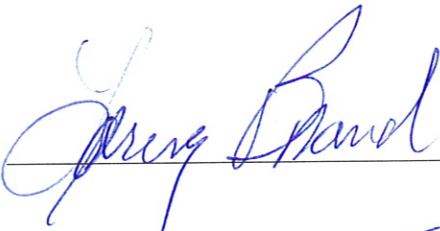
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-201311717-01

Contractor Name: WESTOVER CORPORATION

By: 

Name: LARRY BRAND  
(please print)

Title: PRS  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# **Exhibit A-1**



DENVER  
6580 North Federal  
Denver, CO 80221  
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F: (303) 429-0113

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2627 N. Ontario St.  
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February 24, 2014

From: Jonathon Luna  
To: Tony Fortunato  
Email: [TFortunato@denverartmuseum.org](mailto:TFortunato@denverartmuseum.org)  
Phone: (720) 865-5011

Copy to: Steven Hoppmann (Westover)  
Cheryl Anderson (Westover)  
Dave Brand (Westover)  
Larry Brand (Westover)  
Mark Karnuth (Westover)  
Terry Cross (Denver Art Museum)

Subj: Denver Art Museum (DAM) – Camera System Upgrade – Stage 2 – North Building Turnover

Mr. Fortunato,

Westover Corporation is pleased to present our proposal for the above referenced project. This proposal has been prepared in strict accordance with coordination emails, meetings, and verbal user request as outlined within this proposal for the referenced project with the assumption that all our work is fully set forth as follows:

1. North Building

- A. As the first step of this second stage of preparation to replace the existing Visio-Wave CCTV system, the network infrastructure must be upgraded to support today's camera system technology.
  - 1) Recall the design intent at project completion is to support network based cameras on each floor. With this in mind, we concluded that a switch would be installed on each level of the North Building.
- B. This proposal includes Cisco Network switches and required interlocking devices as follows:
  - 1) 1<sup>st</sup> Level
    - a) One (1) Cisco Catalyst 3750x Series switch – 48 port
    - b) One (1) Cisco Catalyst 3750x Series switch – 24 port
  - 2) 2<sup>nd</sup> Level
    - a) One (1) Cisco Catalyst 3750x Series switch – 24 port
  - 3) 3<sup>rd</sup> Level
    - a) One (1) Cisco Catalyst 3750x Series switch – 24 port
  - 4) 4<sup>th</sup> Level
    - a) One (1) Cisco Catalyst 3750x Series switch – 24 port
  - 5) 5<sup>th</sup> Level
    - a) One (1) Cisco Catalyst 3750x Series switch – 24 port
  - 6) 6<sup>th</sup> Level
    - a) One (1) Cisco Catalyst 3750x Series switch – 24 port
  - 7) 7<sup>th</sup> Level
    - a) Per DAM staff, there is no room for equipment
  - 8) 8<sup>th</sup> Level
    - a) Two (2) Cisco Catalyst 3750x Series switch – 24 port

The information contained herein in its entirety is a confidential, proprietary trade secret as defined in Colorado revised statutes 7-74-102(4), and is intended for the use of the designated recipient only. Any misappropriation of the information contained herein as defined by Colorado Revised Statutes 7-74-102(2) shall subject any person responsible for said misappropriation to liability as is specifically set forth in Colorado Revised Statutes 7-74-101 through 7-74-110. This information may not be distributed to any third party. Pricing is valid for a period of thirty days and will automatically expire after thirty days if not accepted. Copyright 2004. Westover Corporation

- C. This proposal includes provisions for switch upgrades to the IP services package to allow for compliance with the Pelco Endura System.
  - D. This proposal includes labor for installation of the network switches
  - E. This proposal does not include re-working or re-pulling of the existing fiber at the DAM.
    - 1) It was determined that in order to save money, the existing fiber to each floor would be reused. Through coordination with DAM staff, Westover is comfortable in saying there is enough fiber strands on each level to support the infrastructure upgrade plan.
  - F. This proposal includes all remaining Pelco equipment to complete the change out of the Visio-Wave system to the Pelco Endura platform.
2. During the first stage of work, the Hamilton takeover, the Cisco core switch in the North Building had to be installed. As a result, the installation of that switch has been removed from the above scope of work.
  3. At the end of this stage of work, the Pelco Endura platform will be fully operational and will be the sole surveillance system at the Art Museum. At that point all components of the Visio-Wave system will be removed from operation.
  4. Special consideration for the completed Clyfford Still Museum has been factored into this proposal to ensure seamless marriage of the DAM and CSM once infrastructure has been completed.
  5. Westover to provide overall project schedule broken out weekly indicating specific tasks to be completed during each week. Project schedule to indicate an August 31, 2014 completion date.
  6. **INCLUSIONS/EXCLUSIONS**
    - A. 2 Year Service and Maintenance Warranty as detailed by Schneider Electric letter from 4/9/12 (attached). Applies only to the Pelco Endura equipment.
    - B. All network infrastructure equipment as detailed above
    - C. All installation labor and materials required to change over the Visio-Wave system in the North building to the Pelco Endura platform.
    - D. All required project management, programming, drawings, and engineering.
    - E. **EXCLUDED** – All 120V requirements.
    - F. **EXCLUDED** – All overtime labor.
    - G. **EXCLUDED** – Integrity of all existing hardware and cabling.
  7. Total Price:
    - A. Stage 2 – Total Price: **\$292,579.00**
  8. If you have any questions, please contact me. If this proposal is acceptable sign below and fax back to Westover Corporation:

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Approved: Denver Art Museum (DAM) – Camera System Upgrade – Stage 2 – North Building Turnover

Respectfully,

Jonathon Luna  
 Project Engineer  
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 Denver, CO 80221  
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