

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 **GERALD H. PHIPPS, INC.**, a Colorado corporation with an address of 5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, Colorado 80111 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a Construction Contract dated June 17, 2020 (the “Agreement”) to renovate the Denver Central Library.

B. The Parties wish to amend the Agreement to increase the Budget and to make such other amendments as are herein set forth.

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

1. Section 1.1.3 of the Agreement is amended to read as follows:

1.1.3 The project shall be comprised of the following phases, implementation structure subject to City Project Manager’s discretion: Phase I – Elevators, Phase II – Restroom Renovations, Phase III – Main Interior Renovation, Phase IV – Exterior Improvements, Phase V – Additional Interior Improvements. Each Phase is further detailed in **Exhibit X**, which is attached and incorporated herein by reference.

2. Section 1.3 of the Agreement entitled **Budget** is amended to read as follows:

“1.3. Budget: The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the “Budget”) originates from different sources; City funding budget is **FORTY-SEVEN MILLION, NINE HUNDRED AND NINETY-EIGHT THOUSAND, TWO HUNDRED AND FORTY-SEVEN dollars (\$47,998,247.00)**, and is subject to increase or decrease at the sole discretion of the Executive Director of The Department of Transportation and Infrastructure, Fundraising Budget is anticipated to be **FIVE MILLION, TWO HUNDRED AND SEVENTY-SEVEN THOUSAND, SEVEN HUNDRED AND FORTY-SIX dollars (\$5,277,746.00)** for a total anticipated Budget for this contract of **FIFTY-THREE MILLION, TWO HUNDRED SEVENTY-FIVE THOUSAND, NINE HUNDRED AND NINETY-THREE dollars (\$53,275,993.00)**. The Contract further acknowledges and accepts that the GMP Work must be completed within the construction budget. As part of this acknowledgement and acceptance, the Contractor shall at all times

cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Project Budget.”

3. Section 11.1 of the Agreement, entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

“11.1 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. Section 12 of the agreement entitled **WORKER WITHOUT AUTHORIZATION** is hereby added to read as follows:

“12. WORKER WITHOUT AUTHORIZATION:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also

terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

5. General Condition 311, **NO EMPLOYMENT OF ILLEGAL ALLIENS TO PERFORM WORK UNDER THE CONTRACT** is hereby rescinded and replaced with Section 12, **WORKER WITHOUT AUTHORIZATION**.

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

7. 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-202264251-01 [DOTI-202053365-01]
Contractor Name: GERALD H. PHIPPS, INC.

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:
Contractor Name:

DOTI-202264251-01 [DOTI-202053365-01]
GERALD H. PHIPPS, INC.

By:  E29CE85FDC6145C...

Name: Todd Ruff
(please print)

Title: Vice President, Preconstruction
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit X

Central Library GMP Summary

Project Phase: Phase One – Elevator Modernization

Project Scope: The scope for this GMP is to modernize 6 elevators at Central Library. The six elevators consist of 4 public elevators and 2 back-of-house service elevators. The complete modernization includes replacement of motors, cables, elevator cab interiors, and all electronic controls. Additionally, all elevators were brought up to current ADA standards as well as updated fire codes as required by the Denver Fire Department.

Final GMP Amount: \$3,070,080

Current Status: This project is currently complete and came in under budget

Central Library GMP Summary

Project Phase: Phase Two – New Public Restrooms, Floors 1 to 5, and 7

Project Scope: The scope for this GMP is to remove the existing public restrooms and build new ADA accessible restrooms on 6 floors of Central Library. The new restrooms are ADA compliant and designed to promote safety, visibility and to minimize vandalism that has occurred in the past. This scope also includes a new radio system to serve Denver Fire Department.

Final GMP Amount: \$5,878,602

Current Status: This project is currently complete and came in under budget

Central Library GMP Summary

Project Phase: Phase Three – Main Interior Renovation

Project Scope: The scope for this GMP is to build a new Children's Library and a Large Programming Space. The Children's Library added a new idea lab, service areas, reading areas, game spaces, infant play area, and other interactive programs. New staff offices, a break room, restrooms, and private meeting spaces were added as well. The Large Programming Space consists of a two-story meeting space that can seat over 400 people. It includes a pre-function space just outside the meeting area and an all-gender restroom.

Final GMP Amount: \$24,409,834

Current Status: The Children's Library portion of this phase is complete and in use by the library. The large programming space is currently under construction with an estimated completion date of January 2023.

Central Library GMP Summary

Project Phase: Phase Four – Exterior Improvements

Project Scope: This exterior scope is on all four sides of Central Library. On the west side of the library the scope involves completing the Acoma Plaza work started by the Denver Art Museum in 2019. On the north side of the library the work involves regrading and building new sidewalks that are ADA compliant. On the Broadway side (east) of the library, the work involves installing new sidewalks and bringing the entire east side into ADA compliance. Additionally, the library's loading dock will be replaced, and a new snowmelt system added beneath the concrete. On the south side along 13th Avenue, new sidewalks as well as utility work to mitigate flooding in the library's basement will be done.

Final GMP Amount: \$4,654,371

Current Status: The exterior improvement phase is currently awaiting issuance of a building permit and is expected to start construction in August 2022, with an estimated completion in Q3 of 2023.

Central Library GMP Summary

Project Phase: Phase Five – Additional Interior Improvements

Project Scope: The scope of Phase 5 is various internal improvements to improve circulation and security at Central Library. The first improvement is removal of the unreliable escalators and replacing them with two grand staircases in the main hall. Security offices are being relocated from the basement area to the first floor to improve visibility and response times when incidents occur. New entry vestibules at the Acoma and Broadway entrances are being added to help reduce the building's energy usage, and new meeting rooms are being installed on the second and third floors. Fit funded scope of \$500,000.00 to perform maintenance on exterior of building.

Phase Five GMP Amount: \$14,763,106 Fit Scope: \$500,000.00 Final GMP Amount: \$15,263,106.00

Current Status: The design portion of this phase was approved by City Council in December 2021, and now we are respectfully requesting approval to increase the maximum contract value for GH Phipps so that the construction work can be completed. This phase of construction is fully funded. With approval, this phase should begin construction in late Q4 of 2022.
