

DESIGN SERVICES AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **OZ ARCHITECTURE, INC., f/k/a EZA, P.C., d/b/a OZ ARCHITECTURE OF BOULDER, INC.** (the "Design Consultant"), a Colorado corporation, whose address is 3003 Larimer Street, Suite 2054, Boulder, Colorado 80301.

RECITALS:

WHEREAS, the City and the Design Consultant entered into an Agreement dated July 29, 2011, to obtain professional architecture and engineering design services in support of the Lowry Fire Station Project ("Project"); and

WHEREAS, the City and the Design Consultant wish to amend the Agreement to extend the Agreement and to increase the total compensation;

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

1. SECTION 3, Subparagraph 3.03 of the Agreement, entitled "**Additional Services.**", is hereby deleted in entirety and replaced with:

"3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00).**"

2. SECTION 3, Subparagraph 3.05 of the Agreement, entitled "**Maximum Contract Amount.**", is hereby deleted in entirety and replaced with:

"3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND No/100 DOLLARS (\$601,675.00)** (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**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

3. SECTION 4, Subparagraph 4.01 Agreement, entitled "**Term.**", is hereby deleted in entirety and replaced with:

4.01 Term. The term of this Agreement commenced on July 29, 2011 and shall expire on December 31, 2014, unless sooner terminated, upon final completion of the Project."

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

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO 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-201100763-01

Contractor Name: OZ ARCHITECTURE, INC.



By: *Paul Tremontozzi*

Name: PAUL TREMONTOZZI
(please print)

Title: PRINCIPAL
(please print)

ATTEST: [if required]

By: *JM*

Name: JEFFREY M. NICH
(please print)

Title: PROJECT MANAGER
(please print)

