

## 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 **THE ARCHITERRA GROUP, INC.**, whose address is 5881 South Deframe Street, Littleton, Colorado 80127 (the “Design Consultant”).

### RECITALS:

1. The City and the Consultant previously entered into an On-Call Landscape Architectural and Technical Services Agreement dated September 15, 2010 for on-call professional landscape architectural and technical services as necessary for planning, programming, designing, scheduling, estimating, clerical, construction observation and contract administration of various landscape, architectural and civil engineering projects for the Department of Parks and Recreation, (the “Agreement”); and

2. The City and the Consultant wish to amend the Agreement to extend the Agreement, increase the total compensation and as otherwise set forth below.

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

1. Section E of Article II of the Agreement, entitled “**Maximum Contract Amount Services**” is hereby deleted in its entirety and replaced with:

“**4.07. Maximum Contract Amount.** It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all services provided under this Agreement, shall not exceed a maximum of **SEVEN HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$775,000.00)** (the “Maximum Contract Amount”). In no event shall the maximum payment to the Design Consultant, for all services provided throughout the entire term of this Agreement exceed the contract maximum amount set forth above. Each project will be assigned and authorized separately and no authorized Project cost will exceed **Four Hundred Thousand Dollars and No Cents (\$400,000.00).**”

2. Section D.1 of Article IX of the Agreement, entitled “**Term and Termination**” is hereby deleted in its entirety and replaced with:

#### “**D. Term and Termination:**

1. The term of this Agreement shall commence on September 15, 2010 and end on September 15, 2014; provided, however that any work in

progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. In no event, however, shall the Design Consultant's performance under this Agreement, including any possible extensions, exceed a four (4) year period ending on the month and day of the execution of the Agreement."

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

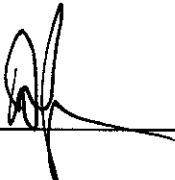
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PARKS-OC03080-01

Contractor Name: THE ARCHITERRA GROUP, INC.

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

Name: DEAN J. R. PEARSON  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

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

Name: C. Mark Taylor  
(please print)

Title: Vice - President  
(please print)

