

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 **LIVABLE CITIES STUDIO, INC.**, a Colorado corporation, whose address is 3827 N. Lafayette St., Suite 135, Denver, CO 80205 (the “Design Consultant”), collectively (“the Parties.”)

RECITALS:

WHEREAS, the Parties entered into an Agreement dated October 27, 2022 (the “Agreement”) to perform professional architectural and engineering design services; and

WHEREAS, the Parties now wish to modify the Agreement to extend the Term.

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

1. Section 4 of the Agreement, entitled “**TERM AND TERMINATION**”, Subsection 4.01 entitled “**Term.**”, is amended to read as follows:

“**4.01 Term.** The Term of this Agreement shall commence on November 1, 2022 and expire on April 24, 2026, unless sooner terminated or extended on the terms set forth herein. The Director shall have the right, in his/her sole discretion, to extend the term of this Agreement by written agreement signed by the Director and the Design Consultant.”

2. Section 5 of the Agreement, entitled “**GENERAL PROVISIONS**”, Subsection 5.07 entitled “**Insurance.**”, a new Subparagraph (i) entitled “**Business Automobile Liability**”, is hereby being added to the Agreement to read as follows:

“(i) **Business Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.”

3. Section 5 of the Agreement, entitled “**GENERAL PROVISIONS**”, Subsection 5.19 entitled “**No Employment of a Worker Without Authorization to Perform Work Under the Agreement**”, is hereby deleted in its entirety and replaced with the following:

“**5.19 Intentionally Omitted.**”

4. Section 5 of the Agreement, entitled “**GENERAL PROVISIONS**”, a new Subsection 5.29 entitled “**Compliance with Denver Wage Laws**”, is hereby being added to the Agreement to read as follows:

“**5.29 Compliance with Denver Wage Laws**. To the extent applicable to the Design Consultant’s provision of Services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

6. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

DOTI-202580316-01 [202264577-01]
Livable Cities Studio, 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202580316-01 [202264577-01]
Contractor Name: Livable Cities Studio, Inc.

By:

Signed by:

Meredith Wenskoski

F675B57BB33040D...

Name: Meredith Wenskoski
(please print)

Title: President
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)