

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT, made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **WOLD ARCHITECTS INCORPORATED** (the "Design Consultant"), collectively ("the Parties").

RECITALS:

A. The City and the Consultant entered into a Design Services Agreement dated August 31, 2016 (the "Agreement");

B. The City and the Consultant desire to amend the Agreement to increase the maximum contract capacity;

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

1. Section 3 of the Agreement entitled "**COMPENSATION, PAYMENT, AND FUNDING**" is hereby amended to read as follows:

“3.01 Fee for basic services. The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **FOUR HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$458,250.00)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$523,250.00)** (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.”

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

3. 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 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 _____

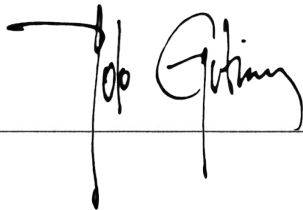
By _____

By _____



Contract Control Number: PWADM-201629573-01

Contractor Name: WOLD ARCHITECTS INC

By:  _____

Name: Job Gutierrez
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

