

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **RASSMAN DESIGN LLC**, a Colorado Limited Liability Company, whose address is 2101 W. 29<sup>th</sup> Avenue, Denver, Colorado 80211 (the “Consultant”). Each party may be individually referred to as a Party” or collectively as the “Parties.

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated on or about December 1, 2017 for the performance of certain services set forth in the Agreement and exhibits; and

**WHEREAS**, RASSMAN DESIGN LLC, Contractor, is the successor to John Rassman d/b/a Rassman Design, and

**WHEREAS**, the Parties wish to amend the Agreement to assign the Agreement, extend the term and increase funding.

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

1. Article 2 of the agreement entitled “**TERM**” is amended to read as follows:

2. **TERM**: The term of this Agreement shall commence on December 1, 2017, and shall terminate on December 1, 2022, unless earlier terminated in accordance with the Agreement.

2. Article 3.D.(i) of the Agreement entitled “**COMPENSATION AND PAYMENT**:” is amended to read as follows:

**3. D. Maximum Contract Liability**: (i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00)**. The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in Exhibit A or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.

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

4. 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** TECHS-201952398-01 (Alfresco No. TECHS-201738505-01)  
**Contractor Name:** RASSMAN DESIGN LLC

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:**

TECHS-201952398-01 (Alfresco No. TECHS-201738505-01)  
RASSMAN DESIGN LLC

By:  \_\_\_\_\_  
7ECD77F14A4148D...

Name: John Rassman  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

Name: (please print)

Title: \_\_\_\_\_  
(please print)