

THIRD AMENDATORY AGREEMENT

THIS THIRD 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 **WENK ASSOCIATES, INC.**, (the “Design Consultant”), a Colorado corporation, whose address is 1130 31st Street, Suite 101 Denver, Colorado 80205.

RECITALS

1. The City and the Design Consultant previously entered into a Design Services Agreement dated June 20, 2012, an Amendatory Agreement dated April 1, 2013 and a Second Amendatory Agreement dated April 27, 2015 for professional design architecture, landscape architecture and engineering design services in support of the Confluence Park Master Plan (the “Agreement”).

2. The City and the Design Consultant wish to amend the Agreement to modify the scope 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. All references to “...Exhibit A, A-1 and A-2...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2 and Exhibit A-3...” as applicable. The scope of work marked as **Exhibit A-3** attached to this Third Amendatory Agreement is hereby incorporated by reference.

2. Section 3.01(b) of the Agreement, entitled “**Fee for basic services**” is hereby amended to read in its entirety as follows:

(b) **Fee for Phase II Environmental, Design, Engineering and Construction Administration Professional Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase II basic services rendered hereunder, a fee not to exceed **Seven Hundred Six Thousand Forty Dollars and No Cents (\$706,040.00)**, in accordance with the billing rates and project budget stated in **Exhibit A-1, Exhibit A-2 and Exhibit A-3.**”

3. Section 3.05(a) of the Agreement, entitled “**Maximum Contract Amount**”, is hereby deleted in its 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 **Nine Hundred Sixty Two Thousand Three Hundred Seventy Four Dollars and No Cents (\$962,374.00)** (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 Consultant beyond those

specifically described in **Exhibit A, A-1, A-2 and A-3**. Any Services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.”

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

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Contract Control Number: PWADM-201205301-03

Contractor Name: WENK ASSOCIATES, INC.

By: William E. Wenk

Name: William E. Wenk
(please print)

Title: President
(please print)

ATTEST: [if required]

By: Rita M. Halme

Name: Rita M. Halme
(please print)

Title: Business Manager
(please print)

