

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CH2M HILL Engineers, Inc.** (the “Consultant”), a Delaware corporation whose address is 9127 South Jamaica Street, Englewood, Colorado 80112, collectively (“the Parties”).

RECITALS:

A. The City and the Consultant entered into an On-Call Program Management Agreement dated February 10, 2014 (the “Agreement”);

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

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

1. Paragraph 3.05 of the Agreement is hereby amended to read as follows:

“3.05 Maximum Contract Amount; Funding.

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **ONE MILLION EIGHT HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$1,867,721.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.
- (b) Notwithstanding any other term, provision, or condition herein, all payment obligations under the Agreement shall be limited to the funds duly and lawfully appropriated and encumbered or otherwise made available by the Denver City Council under this Agreement for the particular year(s) in which this Agreement is in effect, and paid into the Treasury of the City. As of the date of this Agreement, no funds have been appropriated for this Agreement. Instead, it is the City’s intent to appropriate the funds necessary to compensate the Consultant for the work it performs on any assigned task, at the time it accepts each proposal for a specific task. The Chief Financial Officer, upon reasonable written request, will advise the Consultant in writing of the total amount appropriated and encumbered funds which are or remain available for payment for all work by the Consultant on a specific task.
- (c) The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Consultant for a specific task to exceed the amount appropriated for the Consultant’s work on a specific task is expressly prohibited. In no event shall the

issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregable amount payable for such work to exceed the amount appropriated and encumbered, unless and until such time as the Consultant has been advised in writing by the Chief Financial Officer that a lawful appropriation sufficient to cover the entire cost of such work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for the Consultant's Work on a task are sufficient to cover the entire cost of such Work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such work, and at the Consultant's own risk and sole expense."

2. Paragraph 4.01 of the Agreement is hereby amended to read as follows:

"4.01 Term. The term of this Agreement shall commence on **December 1, 2013**, and shall expire on **December 31, 2017**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Chief Financial Officer."

3. As herein amended, the Agreement is 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.

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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: FINAN-201314570-01

Contractor Name: CH2M HILL ENGINEERS INC

By: Danielle L Yearsley

Name: Danielle L Yearsley
(please print)

Title: Designated Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

