

## **AMENDATORY AGREEMENT**

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **RS&H, INC.**, a Florida corporation, whose address is 5690 DTC Boulevard, Level 3, Suite 345W, Greenwood Village, Colorado 80111 (the “Consultant”), jointly “the parties.”

### **RECITALS**

**WHEREAS**, The City and **Tsiouvaras Simmons Holderness, Inc.** previously entered into a Design Services Agreement dated December 14, 2010, an Amendatory Agreement dated May 4, 2012, a Second Amendatory Agreement dated August 7, 2014 and a Third Amendatory Agreement dated January 24, 2018 (the “Agreement”) for professional engineering design and related services; and

**WHEREAS**, the City and the Design Consultant wish to amend the Agreement to change the legal name of the Design Consultant; and

**WHEREAS**, RS&H, Inc. purchased Tsiouvaras Simmons Holderness, Inc. on or about May 29, 2018; and

**WHEREAS**, Tsiouvaras Simmons Holderness, Inc. is a wholly owned subsidiary to RS&H, Inc.; and

**WHEREAS**, RS&H, Inc. wants to assume all duties and responsibilities Tsiouvaras Simmons Holderness, Inc. had pursuant to the Agreement.

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

1. The Parties agree that the legal name of the Consultant is changed from Tsiouvaras Simmons Holderness, Inc., a Colorado corporation to RS&H, INC., a Florida corporation and as set forth above.

2. RS&H, Inc. agrees to be bound by and perform the Agreement in accordance with the conditions of the Agreement. RS&H, Inc. also assumes all obligations and liabilities of, and all claims against, Tsiouvaras Simmons Holderness, Inc. under the Agreement as if RS&H, Inc. were the original party to the Agreement.

3. RS&H, Inc. ratifies all previous actions taken by Tsiouvaras Simmons Holderness, Inc. with respect to the Agreement, with the same force and effect as if the action had been taken by Tsiouvaras Simmons Holderness, Inc.

4. The City recognizes RS&H, Inc. as Tsiouvaras Simmons Holderness, Inc.'s successor in interest in and to the contract and agrees that it is entitled to all rights, titles and interests of Tsiouvaras Simmons Holderness, Inc. as if RS&H, Inc. were the original party to the Agreement.

5. All payments and reimbursement made by the City to Tsiouvaras Simmons Holderness, Inc. under the Agreement shall be considered to have discharged the City's obligations under those parts of the Agreement.

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

7. 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:**

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 \_\_\_\_\_

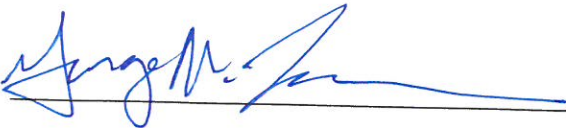
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-CE02011-04

Contractor Name: RS&H, Inc.

By: 

Name: GEORGE N. TSIOUVARAS  
(please print)

Title: VICE PRESIDENT  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

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

