

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **JACOBS ENGINEERING GROUP, INC., f/k/a CARTER & BURGESS, INC.** (the "Design Consultant") a Delaware Corporation, registered to transact business in the State of Colorado, whose address is 707 17th Street, Suite 2300, Denver, Colorado 80202.

RECITALS:

WHEREAS, The City and the Design Consultant previously entered into an Agreement dated November 27, 2007, ("Agreement") for on-call design services; and amended by Amendatory Agreement dated January 13, 2009, and by Second Amendatory Agreement dated September 29, 2009, relating to engineering services on an "as needed" basis (the "Agreement"); and

WHEREAS, Section E.1 of Article IX of the Agreement allows the City at its sole option to extend the initial term for up to four (4) consecutive one (1) year renewal terms, upon written amendment of the Agreement and Council approval for each renewal term; and

WHEREAS, the City desires to exercise its option to extend the Agreement for an additional one-year renewal term, and the parties desire to amend the Agreement to extend the term.

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

1. Section E.1 of Article IX of the Agreement, entitled "**Term and Termination:**" is hereby amended to read in its entirety as follows:

"1. The initial term of the Agreement shall commence upon execution and shall end one (1) year later; provided, however, that any work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. This initial term may be extended, at the sole option of the City, for up to four (4) consecutive one (1) year renewal terms, upon

written amendment of this Agreement and Council approval for each renewal term. In no event, however, shall the Design Consultant's performance under this Agreement, including the four (4) possible extensions, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

The City hereby exercises its sole option to extend the term for a one (1) year renewal term, ending on November 26, 2011."

2. Except as herein amended, the Agreement is affirmed and ratified.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, the City and the Design Consultant have executed, through their respective lawfully empowered representatives, this Third Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By: _____
JOHN W. HICKENLOOPER,
Mayor

RECOMMENDED AND APPROVED:

By: *Yusef B. Sarman*
Manager of Public Works

APPROVED AS TO FORM:
DAVID R. FINE, Attorney
For the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
Manager of Finance
Contract Control No. OC71222(3)

By: _____
DENNIS GALLAGHER, Auditor of
the City and County of Denver

"CITY"

**JACOBS ENGINEERING GROUP,
INC.**

Taxpayer Id. No. 95-4081636

By: *[Signature]*

Title: *Director of Operations*

"DESIGN CONSULTANT"