

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STANTEC CONSULTING SERVICES, INC.**, a New York corporation duly registered and authorized to do business in Colorado, with its principal place of business at **2000 S. Colorado Boulevard, Suite 2-300 Denver, CO 80222** (the “Consultant”), collectively “the parties”.

### RECITALS:

**A.** The City and the Consultant previously entered into an Agreement dated November 1, 2013, for professional services for traffic signal retiming (collectively, the “Agreement”); and

**B.** The parties desire to amend the Agreement to extend the term and 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. Section **3 Term** is hereby modified in its entirety to read as follows:

**“TERM:** The Agreement will commence on **November 1, 2013**, and will expire on **December 31, 2016** (the “Term”). Subject to the Manager’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.”

2. Subsection (d) of Section 4 of the Agreement, **Maximum contract Amount**, is hereby amended to read in its entirety as follows:

“(d) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **\$950,306.00** (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 that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for

payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

**(Remainder of Page Left Blank Intentionally)**

**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-201312883-01

**Contractor Name:** STANTEC CONSULTING INC

By: 

Name: Weng On Tam  
(please print)

Title: Senior Principal - Transportation  
(please print)

**ATTEST: [if required]**

By: 

Name: Christy Leonard  
(please print)

Title: Corporate Counsel  
(please print)

