

## SECOND AMENDATORY AGREEMENT

**THIS SECOND 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 **CH2M HILL, INC.**, (the “Consultant”), a Florida corporation authorized to do business in Colorado, whose address is 9191 South Jamaica Street, Englewood, Colorado 80112.

### RECITALS:

1. The City and the Consultant previously entered into a Professional Services Agreement dated April 26, 2008 and an Amendatory Agreement on August 20, 2012, for professional program management services for the Public Infrastructure Improvement Program (the “Agreement”); and

2. The City and the Consultant wish to amend the Agreement to extend the Agreement 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. Section 4.01 of the Agreement, entitled “**Basic Services**” is hereby deleted in its entirety and replaced with:

“**4.01. Basic Services**. The Consultant’s sole compensation for its Basic Services rendered under this Agreement (sometimes also referred to as “Program Services” is a fee based on the hourly billing rates stated in *Exhibit D*, not to exceed a total of **Twelve Million Four Hundred Thirty-Three Thousand Three Hundred Ninety-Nine Dollars (\$12,433,399.00)**. Amounts billed may not exceed the hourly billing rates specified in *Exhibit D*.”

2. Section 4.02 of the Agreement, entitled “**Project Services**” is hereby deleted in its entirety and replaced with:

“**4.02. Project Services**. If pre-approved Project Services are performed by the Consultant the City shall pay the Consultant for such services in accordance with Section 3.02. The maximum amount to be paid by the City for all Project Services under this Agreement is **Six Million Dollars (\$6,000,000.00)**. Amounts billed may not exceed the hourly billing rates specified in *Exhibit D*.”

3. Section 4.02 of the Agreement, entitled “**Additional Services**” is hereby deleted in its entirety and replaced with:

**“4.03. Additional Services.** If pre-approved additional services are performed by the Consultant, the City agrees to pay the Consultant for such additional services in accordance with Section 3.03. The maximum amount to be paid by the City for all additional services under this Agreement is **Nine Hundred Ninety-Five Thousand Dollars (\$995,000.00)**. Amounts billed may not exceed the hourly billing rates specified in *Exhibit D*.”

4. Section 4.05 of the Agreement, entitled “**Reimbursement of Expenses**” is hereby deleted in its entirety and replaced with:

**“4.05. Reimbursement of Expenses.** Except for those reimbursable expenses specifically identified in Exhibit D or approved in writing by the City as reasonably related to or necessary for the Consultant's services, all other expenses shall be included in the Consultant's fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **One Hundred Twenty-Five Thousand Dollars (\$125,000.00)**, unless an additional amount is approved by the Manager in writing, subject to the Maximum Contract Amount. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Consultant's maximum fee amount accordingly.”

5. Section 4.07 of the Agreement, entitled “**Maximum Contract Amount Services**” is hereby deleted in its entirety and replaced with:

**“4.07. Maximum Contract Amount.** Notwithstanding any other provisions of the Agreement, the City’s maximum payment obligation will not exceed **Nineteen Million Five Hundred Fifty-Three Thousand Three Hundred Ninety-Nine Dollars (\$19,553,399.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services. Any services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.”

6. Section 5.01 of the Agreement, entitled “**Term**” is hereby deleted in its entirety and replaced with:

**“5.01. Term.** The Agreement will commence on April 26, 2008, and will expire on June 30, 2016. 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.”

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**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-OC85035-02

Contractor Name: CH2M HILL INC

By: 

Name: Bill Lang  
(please print)

Title: Vice President, Transportation  
(please print)

ATTEST: [if required]

By: 

Name: Christine M. Bisio  
(please print)

Title: Vice President - Transportation  
(please print)

