

## AMENDATORY AGREEMENT

This **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 **OZ ARCHITECTURE, INC.**, a Colorado corporation, whose address is 3003 Larimer Street, Denver, Colorado (the “Design Consultant”), jointly (“the Parties”).

### RECITALS:

1. The City and the Design Consultant previously entered into a Design Services Agreement dated March 4, 2016, (collectively, the “Agreement”) for professional design services.

2. The City and the Design Consultant wish to amend the Agreement to increase additional services and the maximum contract amount.

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

1. Section 3, Paragraph 3.03, entitled “**Additional Services**” is hereby deleted in its entirety and replaced with:

“**3.03. Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$110,000.00)**.”

2. Section 3, Paragraph 3.05, entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**3.05 Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FORTY-THREE THOUSAND FIFTY-FIVE DOLLARS AND ZERO CENTS (\$1,043,055.00)** (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 Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.

- (b) 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, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) The Design Consultant understands and agrees that the provision of any services by the Design Consultant, which would cause the total amount payable to the Design Consultant to exceed the amount of previously appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Design Consultant would cause the amount payable to the Design Consultant to exceed such amounts, the Design Consultant agrees to give to the Project Manager at least two (2) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such two (2) week period, the Design Consultant agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of the this Agreement, and amounts which remain available for payment to the Design Consultant."

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.

**[THE BALANCE OF THIS PAGE IS 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-201626298-01

**Contractor Name:** OZ ARCHITECTURE INC

By: Joseph P. Leui

Name: JOSEPH P. LEUI  
(please print)

Title: PRINCIPAL  
(please print)

**ATTEST: [if required]**

By: Kelly Yamasaki

Name: Kelly Yamasaki  
(please print)

Title: Principal  
(please print)

