

**AMENDATORY AGREEMENT**  
**ESCROW FUNDING FOR NATIONAL WESTERN CENTER RELOCATION**

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, hereinafter referred to as the “City,” and **H.C. PECK AND ASSOCIATES, INC.**, whose address is 4001 Fox Street, Denver, Colorado 80216 (the “Escrow Agent”), collectively referred to as the Parties.

WITNESSETH:

**WHEREAS**, The City procured escrow services from the Escrow Agent pursuant to an agreement dated July 8, 2016 (the “Agreement”).

**WHEREAS**, the City now desires to modify the terms of the escrow directives contained in the Agreement, in order to increase efficiency and clarify procedures.

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

1. That Section 1, “**WORK TO BE PERFORMED**,” is hereby deleted and replaced with the following Section 1:

**WORK TO BE PERFORMED:** The Contractor, under the general direction of, and in coordination with, the Director of the Division of Real Estate, or other designated supervisory personnel (the “Director”), shall diligently perform escrow services, compensated in the Agreement dated December 18, 2015, and produce all deliverables required for owner and tenant relocations for the National Western Center Relocation Project (“NWC Relocation Project”). The operating of the escrow account herein funded shall be governed by the Scope of Work attached as **Exhibit A**. The Contractor agrees that during the term of this Agreement it shall fully coordinate all escrow services performed under this Agreement through the Director, or as otherwise directed by the City. The City’s authorized representative for day-to-day administration of the Contractor’s work under this Agreement is Lisa Lumley (“Project Director”), or as otherwise assigned by the Director. The Contractor shall faithfully perform the service required by this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals who perform services of a similar nature to those described in this Agreement.

2. That Section 3.A.(i), “**INVOICING. Invoicing for Pass Through Payments**,” is deleted and replaced with the following Section 3.A.(i):

**Pass Through Expenses:** For Pass Through Expenses incurred by the NWC Relocation Project to be paid through the Escrow Agent as set forth in **Exhibit A-1**, such as relocation expenses, invoices from persons hired by owners and tenants as provided for by state and federal law, and all related relocation costs, the Contractor shall provide written documentation as required by the Project Director including the form of invoices from persons hired by owners and tenants and other appropriate documentation as requested by the Project Director. The Project Director will review and approve all invoices prior to payment by the Escrow Agent of such Pass-Through Expenses.

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

**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:

\_\_\_\_\_

Contractor Name:

\_\_\_\_\_

By: J. Parker

Name: J. E. PARKER, JR  
(please print)

Title: EXECUTIVE VICE PRESIDENT  
(please print)



ATTEST: [if required]

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

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

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



**EXHIBIT A-1**

H.C. Peck Escrow Directives

- A. City will fund the escrow account in reasonable amounts up to \$500,000.00
- B. City reviews and approves proposed checks.
- C. Peck sends or delivers the checks.
- D. Peck provides the City with receipt of all delivered checks.
- E. Peck provides monthly escrow account reconciliations to the City.