

## AMENDATORY AGREEMENT

**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 (the "City") and **CH2M HILL ENGINEERS, INC.** (the "Consultant"), a Colorado corporation registered to do business in Colorado, whose mailing address is 9127 South Jamaica Street, Englewood, Colorado 80112.

### RECITALS

**A.** The Parties entered into an Agreement dated January 25, 2017 (the "Agreement") for professional program management and related services ("Program Management") to support the planning, design and construction of Phases 1 and 2 of the National Western Center ("NWC") campus development or "Program" on an "as needed" basis.

**B.** The Parties wish to amend the Agreement to update certain contract provisions, extend the term and increase the Maximum Contract Amount.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** Section 1.02 of the Agreement, entitled "**LINE OF AUTHORITY FOR CONTRACT ADMINISTRATION**" is amended to read as follows:

"1.02 Line of Authority for Contract Administration. The City's Executive Director of the Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Consultant."

**2.** Section 3.05 of the Agreement, entitled "**MAXIMUM CONTRACT AMOUNT**" is amended to read as follows:

"3.05 Maximum Contract Amount. (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FIFTY-SEVEN MILLION TWO HUNDRED FIFTY THOUSAND**

**DOLLARS AND NO CENTS (\$57,250,000.00).** In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

3. Section 4.01 of the Agreement, entitled “**TERM**” is amended to read as follows:

“4.01 Term. The term of this Agreement shall commence on January 1, 2017, and shall expire on January 31, 2025, unless sooner terminated or extended by written amendment. The Consultant shall complete any Task Orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager. The City may in its sole discretion decide to extend this Agreement to provide services for additional phases of Program by written amendment.”

4. Section 3.04 of the Agreement entitled “**INVOICES**” is amended to read as follows:

“3.04 Invoices.

(a) The Consultant shall invoice and be paid monthly in proportion to the progress of the Work on each assigned Task Order. Such invoices shall reflect the Consultant's actual hours, sub-consultant costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in Exhibit B. The Consultant shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subconsultants, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Consultant's invoice shall be separated by Task Order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Consultant, for each assigned Task Order, shall not be made until after all Task Order work is performed and all deliverables are delivered.

(b) Contract Rate Adjustment

Initial rates will apply until February 28, 2020. Consultant may request a rate adjustment to the rates contained in Exhibit B for services provided starting March 1, 2020, and in subsequent years, by submitting a written request for approval to the NWCO Executive Director no later than November 1st of the preceding year. The cumulative increase in hourly rates in all years of this Agreement will not exceed the percentage that the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for Denver-Aurora-Lakewood has increased over the 2016 index. Proposed annual increase in hourly rates will not exceed 3% over

the hourly rates approved for the prior annual period. Any approved rate increases shall be provided by Consultant in the same form as Exhibit B and shall be attached to all Task Orders thereafter.

(i) Such request is to be accompanied by a justification letter with support documentation. In addition; the City reserves the right to accept, reject, or negotiate the rate adjustments or timing thereof.

(ii) In the event that budgets are being capped and/or reduced, and/or City employee pay rates are frozen due to budgetary restraints, no increases will be allowed.”

5. Section 6.24 of the Agreement entitled “**NOTICES**” is amended to read as follows:

“6.24 Notices. Notices, concerning the termination of this Contract, notices of alleged or actual violations of the terms or conditions of this Contract, and other notices of similar importance, including changes to the person to be notified or their addresses, shall be made:

to the City: Executive Director of The Mayor’s Office  
of the National Western Center  
201 West Colfax Avenue, Dept. 205  
Denver, Colorado 80202

with a copy to: Assistant City Attorney  
201 West Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

to the Consultant: CH2M Hill Engineers, Inc.  
9127 South Jamaica Street  
Englewood, CO 80112

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon personal delivery or upon placing the notice in the United States mail. The addresses may be changed by the Parties by written notice.

3. Except 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.

**[SIGNATURE PAGES FOLLOW]**

**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 \_\_\_\_\_



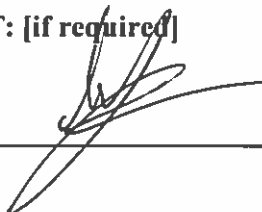
Contract Control Number: PWADM-201632012-01

Contractor Name: CH2M HILL Engineers, Inc.

By:   
Name: Gregory T. McIntyre  
(please print)

Title: EXECUTIVE VICE PRESIDENT, AMERICAS  
(please print)

ATTEST: [if required]

By:  10-29-18  
Name: Sonja Johnson  
(please print)

Title: Administrative Assistant  
(please print)

SONJA ROSE JOHNSON  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20144038116  
MY COMMISSION EXPIRES SEP 30, 2022

