

THIRD AMENDATORY AGREEMENT

This **THIRD 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.**, a Florida corporation whose address is 9191 South Jamaica Street, Englewood, Colorado 80112 (the “Consultant”), jointly (“the Parties”).

RECITALS:

1. The City and the Consultant previously entered into Professional Services Agreement dated April 26, 2008, a First Amendatory Agreement dated August 20, 2012, and a Second Amendatory Agreement dated December 16, 2013 (collectively, the “Agreement”) for professional program management services for the Public Infrastructure Improvement Program.

2. The City and the Consultant wish to amend the Agreement to extend the term and increase 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 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 Eight Hundred Seventy-One Thousand Three Hundred Ninety-Nine Dollars (\$12,871,399.00)**. Amounts billed may not exceed the hourly billing rates specified in *Exhibit D*.”

2. 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 Nine Hundred Ninety-One Thousand Three Hundred Ninety-Nine Dollars (\$19,991,399.00)** (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.”

3. 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 December 31, 2017. 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.””

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Third 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.

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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-OC85035-03

Contractor Name: CH2M Hill, Inc.

By: Danielle L. Yearley

Name: Danielle L. Yearley
(please print)

Title: Designated Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

