

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **DOWNTOWN DENVER BUSINESS IMPROVEMENT DISTRICT (DDBID)**, a quasi-municipal corporation and political subdivision of the State of Colorado, created pursuant to Part 12, Article 25 of Title 31 of the Colorado Revised Statutes and by enabling ordinance of the City, whose address is 1515 Arapahoe Street, Tower 3, Suite 100, Denver, Colorado 80202 (the “Consultant” and referred to herein, together with the City, as the “Parties” or each individually as a “Party”).

WITNESSETH:

WHEREAS, the Parties entered into the On-Call Professional Services Agreement, dated May 19, 2023, relating to certain services to be provided by the Consultant to the City to support the 16th Street Transit and Pedestrian Mall Renovation Project (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement to supplement the Scope of Services and to increase the Maximum Contract Amount.

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

1. The “Scope of Services” and “Program Management Services” set forth and defined in **Exhibit A** of the Agreement is hereby amended and supplemented by the matters set forth in **Exhibit A-1** attached to this Amendatory Agreement. From and after the Effective Date of this Amendatory Agreement, all references in the Agreement to **Exhibit A** shall be deemed to refer to and include **Exhibit A-1** attached hereto.

2. Section 3 of the Agreement, entitled “**Maximum Contract Amount**” is hereby amended in its entirety, to read as follows:

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 **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**. 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. 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. As used herein, the “Effective Date” shall mean the date set forth on the signature page for the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
DISTRICT

DOTI-202476378-01[202367420-01]
DOWNTOWN DENVER BUSINESS IMPROVEMENT

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
DISTRICT

DOTI-202476378-01[202367420-01]
DOWNTOWN DENVER BUSINESS IMPROVEMENT

By:  Signed by:
D722FCECA0D349C...

Name: kourtny garrett
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1
[Scope of Work – Description of FF&E]

The Downtown Denver Partnership shall work with the City design team to procure and install furnishings for the Glenarm Plaza Phase 1 design and 16th Street Mall blocks 5-13.

- Benches
- Trash/recycling receptacles
- Bike Racks
- Café tables and chairs
- Planters/planter pots
- Landscape Materials for pots (Planting soil/Annuals/perennials)
- Lounge chairs
- Picnic Tables
- Signature Signage Elements (optional)
- Installation of furniture and landscape materials
- Contract management/adminstration