

## 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 **MOORE IACOFANO GOLTSMAN, INCORPORATED** (the “Design Consultant” or “Consultant”), a Colorado corporation, whose address is 800 Hearst Avenue, Berkeley, California 94710 (the “Consultant”), jointly “the parties.”

### RECITALS

**A.** The Parties entered into an Agreement dated June 13, 2017, (the “Agreement”) to secure professional architectural services, engineering services and related services to support the National Western Center (“NWC”) campus development or “Program” on an “as needed” basis.

**B.** The Parties wish to amend the Agreement to extend the Term and revise a clause.

**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 (“Executive Director”) is the City’s representative responsible for authorizing and approving the work performed under this Agreement. The Executive Director hereby designates the Program Director as the Executive Director’s authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Project Manager, who reports to the Program Director shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Executive Director’s approval.”

**2.** 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 June 30, 2017, and shall expire on June 29, 2020, 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 Executive Director. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.”

**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:**  
**Contractor Name:**

PWADM-201950572-01\Alfresco 201735049-00  
MOORE IACOFANO GOLTSMAN INC

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:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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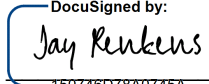
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By:

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**Contract Control Number:**  
**Contractor Name:**

PWADM-201950572-01\Alfresco 201735049-00  
MOORE IACOFANO GOLTSMAN INC

By:  \_\_\_\_\_  
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Name: Jay Renkens  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

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

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