AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF BELL ("City") and INTERWEST CONSULTING GROUP, a corporation ("Contractor") is effective as of the 1st day of July, 2015.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated on or about December 14, 2011 ("Original Agreement") whereby Contractor agreed to provide City Engineering Services.

B. On July 19th, 2012, City and Contractor amended the Agreement to increase the contract amount for the Contractor in order to accelerate the construction CIP Projects to meet the timeline for the restricted transportation funding requirements ("Amendment No. 1").

C. On April 17, 2013, City and Contractor amended the Agreement again to increase the contract amount and add Contractor's entitlement services for certain land in the Bell Industrial Area related to the Dexia case settlement ("Amendment No. 2" and Amendment No. 1 are collectively with the Original Agreement referenced herein as the "Agreement").

D. City and Contractor now desire to amend the Agreement to extend Contractor's Services under the Agreement through the end of Fiscal Year 2016-17.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.

   a. Section 1.3, Term of the Agreement, is hereby deleted in its entirety.

   b. Section 2.1, Contract Sum, shall be amended so that the first paragraph read as follows:

      "Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the 'Schedule of Compensation' attached hereto as Exhibit C and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for General City Engineering Services shall not exceed $214,000 for the Contract Term (the "Contract Sum"). The total compensation, including reimbursement for actual expenses, for Task Order City Engineering Services shall not exceed $4,892,000 for the Contract Term ("Task Order Sum"). Thus, the total compensation for all services under this Agreement shall not exceed Five Million One Hundred Six Thousand Dollars (55,106,000)."

   c. Section 3.5, "Term of Agreement", is hereby amended to read as follows:
“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2017, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

d. Exhibit “C” is hereby amended so that the last paragraph after in Section III reads as follows:

“The total compensation, including reimbursement for actual expenses, for General City Engineering Services shall not exceed $214,000 for the Contract Term (the “Contract Sum”). The total compensation, including reimbursement for actual expenses, for Task Order City Engineering Services, as described in Exhibit “B” and “C”, shall not exceed $4,892,000 for the Contract Term (“Task Order Sum”). Thus, the total compensation for all services under this Agreement shall not exceed $5,106,000.”

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

    Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

    City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:

By:

Name: Terry Reagle
Title: PRESIDENT/CEO

By:

Name: Debra Thorson
Title: CFO

Address:

NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.
State of Colorado ) ) ss.
County of Boulder )

On July 17, 2015 before me, Dorothy I. Worley, Notary Public, personally appeared Terry J. Rodrigue, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
My commission expires: July 27, 2017

Signature of Notary Public Dorothy I. Worley
ACKNOWLEDGEMENT

State of Colorado
County of Boulder

On July 17, 2015 before me, Dorothy I. Worley, Notary Public, personally appeared Debra Thomas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
My commission expires: July 27, 2017

Signature of Notary Public Dorothy I. Worley

Dorothy I. Worley
Notary Public
State of Colorado
Notary ID 20054029536
My Commission Expires July 27, 2017