

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FCI CONSTRUCTORS, INC.**, a Colorado corporation, whose address is 4015 Coriolis Way, Frederick, Colorado 80504 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into a Construction On-Call Services Contract dated June 27, 2019 (the “Agreement”) to perform all of said work in accordance with the Construction Contract.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the Word Order Maximum clause.

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

1. Section 5 of the Agreement entitled **TERM** is amended to read as follows:

“5. TERM:

The term of the Agreement shall commence June 27, 2019 and terminate June 26, 2024, unless extended by mutually agreeable written contract amendment initiated at the sole discretion of the City. Nothing contained herein shall obligate the City to extend the Agreement beyond the initial Term. The Term will be extended to complete any work authorized by a Work Order executed before the end of the Term and this Agreement shall remain in full force and effect but only as to such Work Order, and only through the end of the Work Order’s term, as may be extended by Change Order to such Work Order.”

2. Section 6 of the Agreement entitled **MAXIMUM CONTRACT AMOUNT** is amended to read as follows:

“6. MAXIMUM CONTRACT AMOUNT:

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all authorized Work Orders and Work Order Changes shall in no event exceed the sum of **TWENTY-FIVE MILLION DOLLARS AND NO CENTS (\$25,000,000.00)**, unless the City in its sole discretion decides to modify the Contract to increase the Maximum Contract Amount by written contract amendment executed in the same manner as this Agreement.”

3. Section 18 of the Agreement entitled **WORK ORDER MAXIMUM** is amended to read as follows:

“18. WORK ORDER MAXIMUM:

Each Project will be accomplished by a single Work Order, assigned and authorized separately by Work Order, including all authorized Work Order changes. In no event, shall the compensation paid to the Contractor by the City for any Work Order exceed the Work Order Maximum, set forth as the Do Not Exceed amount in the Work Order, as may be modified by any fully executed Work Order Change. In addition, the total compensation paid to the Contractor for all Work performed pursuant to this Contract shall not exceed the Maximum Contract Amount specified herein.”

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

5. 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.

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Contract Control Number: DOTI-202160288-01[201947351-01]
Contractor Name: FCI CONSTRUCTORS, 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:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202160288-01[201947351-01]
FCI CONSTRUCTORS, INC.

By: DocuSigned by:
Bryan Hemeyer
10E43EB7131F492... _____

Name: Bryan Hemeyer
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)