

## SECOND AMENDATORY AGREEMENT

This **SECOND 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 **HALLMARK, INC.**, a Colorado corporation, whose address is 5085 Harlan Street, Denver, Colorado 80212 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The City and the Contractor previously entered into an On-Call Construction Services Contract dated January 1, 2016 and an Amendatory Agreement dated December 14, 2016 (collectively, the “Agreement”), for On-Call Bridge and Structural Construction Services.

**B.** The City and the Contractor wish to amend the Agreement to increase the maximum contract amount and extend the term.

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

**1.** Paragraph 16 of the Agreement, entitled “**MAXIMUM CONTRACT AMOUNT**” is hereby deleted in its entirety and replaced with:

**“16. MAXIMUM CONTRACT AMOUNT**

Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Project shall not exceed the sum of **Four Hundred Fifty Thousand Dollars and 00/100 (\$450,000.00)**, including all authorized Work Order changes. The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **THREE MILLION DOLLARS AND 00/100 (\$3,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.”

**2.** Paragraph 17, of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

**“17. TERM**

The term of this agreement shall be from November 1, 2015 through October 31, 2018. Subject to the Director’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

Director. If the term of any Work Order extends beyond the Term, 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.”

3. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**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-201523757-02

Contractor Name: HALLMARK, INC.

By: *Robert C. Lawrence*

Name: ROBERT C. LAWRENCE  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

By: *Theresa Lawrence*

Name: Theresa Lawrence  
(please print)

Title: Vice President  
(please print)

