

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **BARKER RINKER SEACAT ARCHITECTURE, P.C.**, a Colorado corporation whose address is 3457 Ringsby Court, Unit 200, Denver, Colorado 80216 (the "Design Consultant"), jointly ("the Parties").

RECITALS:

A. The Parties entered into Design Services Agreement dated September 24, 2014, and a First Amendatory Agreement dated May 21, 2015 (collectively, the "Agreement");

B. The Parties wish to amend the Agreement to increase the additional services allowance and the maximum contract amount;

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

1. Section 3, Paragraph 3.03 of the Agreement is hereby amended to read as follows:

"3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **Three Hundred Fifty Thousand and 00/100 (\$350,000.00).**"

2. Section 3, Paragraph 3.05(a) of the Agreement is hereby amended to read as follows:

"3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Eight Hundred Fifty-Nine Thousand Thirty-Two Dollars and 50/100 (\$1,859,032.50)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

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

4. This Second 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:

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-201417595-02

Contractor Name: BARKER RINKER SEACAT ARCHITECTURE,
P.C.



By: C. Bowck

Name: CRAIG BOWCK
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

