

**SECOND AMENDMENT TO ON-CALL CONTRACT SERVICES AGREEMENT**

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado hereinafter referred to as the (“City”), and **RDP Barricade Company LLC dba Colorado Barricade** 2295 S Lipan St., Denver, CO 80223 hereinafter referred to as the ("Contractor").

**WITNESSETH:**

**WHEREAS**, Contractor and the City entered into an agreement dated February 14, 2017 and an Amendatory Agreement dated December 4, 2019 (“Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to modify the term and increase the maximum contract amount.

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

1. Section 7 of the Agreement entitled **WAGE RATE REQUIREMENTS** is amended to read as follows:

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto. Additionally, Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s **MINIMUM WAGE ORDINANCE**, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

2. Section 16 of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT AND TERM**” is amended to read as follows:

“**16. MAXIMUM CONTRACT AMOUNT AND TERM**: The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **Five Million One Hundred Eighty-Two Thousand Five Hundred Sixty-Two Dollars and Twenty-Three Cents (\$5,182,562.23)** 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. The term of this agreement shall be extend from the date of execution of this Contact to **December 31, 2020**. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**.”

**3. SC-29 is added to the Agreement as follows:**

**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
(REPLACES GENERAL CONTRACT CONDITION 203)**

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. For purposes of this Contract all references (including, but not limited to, references appearing in the body of the contract, General Conditions, Special Conditions, Exhibits, Contract Documents or Policies and Procedures) to the Department of Public Works will have the same meaning as the Department of Transportation and Infrastructure.

Vested exclusively in the Department of Transportation and Infrastructure is the management and control of the design and construction of general and local public improvements undertaken by the City and County of Denver, except for: (i) work which is under the management and control of the Department of Aviation; (ii) that work performed by the Denver Board of Water Commissioners; (iii) any such work that the Mayor has specifically assigned to another department or agency; and (iv) work under the authority of the Department of Transportation and Infrastructure that is performed with the permission of the Manager of Transportation and Infrastructure by private entities at their own expense.

**4. SC-30 is added to the Agreement as follows:**

**DEPARTMENT OF PUBLIC WORKS (MODIFIES GENERAL CONTRACT  
CONDITION 204)**

General Condition 204 is hereby modified as follows:

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. The Manager of Public Works / Executive Director of Public Works will become the Executive Director of Transportation and Infrastructure. Manager of Public Works, Executive Director of Public Works and Manager of Transportation and Infrastructure and Executive Director of Transportation and Infrastructure will have the same meaning for purposes of this Agreement.

**5.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**6.** 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:** DOTI-202053537-02[201732421-02]  
**Contractor Name:** RDP Barricade Company LLC

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-202053537-02[201732421-02]  
RDP Barricade Company LLC

By:  \_\_\_\_\_  
02184C1A59DF465...

Name: Rusty Reynolds  
(please print)

Title: VP of Operations  
(please print)

ATTEST: [if required]

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

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

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