

FIRST AMENDMENT TO ON-CALL CONSTRUCTION SERVICES CONTRACT

THIS FIRST AMENDMENT TO ON-CALL CONSTRUCTION SERVICES CONTRACT 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 Company, LLC**, 2295 S. Lipan St., Denver, Colorado 80223, hereinafter referred to as the “**Contractor**”.

WITNESSETH:

WHEREAS, the Contractor and the City entered into that certain 2017 Sign Construction Services Master On-Call Contract dated September 14, 2017 (the “**Contract**”); and

WHEREAS, the parties desire to amend the Contract 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 16 of the Contract, entitled “**MAXIMUM CONTRACT AMOUNT AND TERM**”, is amended to read as follows:

“**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 **One Million Seven Hundred Ninety Three Thousand Four Hundred Eleven Dollars and Sixty One Cents (\$1,793,411.61)** 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 Contract shall expire at 11:59:59 p.m. on 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 this Contract shall be extended to accommodate completion of all outstanding work orders. Additionally, this 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 **Four Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00)**.”

2. Except as herein amended, the Contract is affirmed and ratified in each and every particular.

3. This First Amendment 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-202053667-01/Alf. No. [201736136-01]
Contractor Name: RDP Barricade Company LLC dba Colorado 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:
Company, LLC

DOTI-202053667-01/Alf. No. [201736136-01]
RDP Barricade Company LLC dba Colorado Barricade

By:  _____
02104C1A59DF405...

Name: Rusty Reynolds
(please print)

Title: VP of Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)