

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **CTM, INC.**, a Colorado corporation, (the “Contractor”), both of which parties may be individually referred to in this Agreement as a “Party” or jointly referred to as the “Parties.”

RECITALS:

A. The Parties entered into an Agreement executed on or about May 13, 2016 and an Amendatory Agreement dated June 29, 2017 (collectively, the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and the Parties further desire to amend the Agreement to increase 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 4 (A) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Task Notices or amended Task Notices with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Task Notices and amended Task Notices shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

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

3. 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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[SIGNATURE PAGES TO FOLLOW]

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: PARKS-201628078-02

Contractor Name: CTM INC.



By: [Signature]

Name: Shannon Wilkins
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: [Signature]

Name: Lynn Reynolds
(please print)

Title: Office Mgr.
(please print)

