

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and **TURNER CONSTRUCTION COMPANY**, a New York corporation registered to do business in Colorado, hereinafter referred to as the "Contractor," party of the second part.

RECITALS:

A. The City and the Design Consultant previously entered into an On-Call Construction Services Contract dated March 26, 2013, (the "Agreement"), to provide professional on-call construction services as necessary on an "as needed" basis; and

B. The parties wish to amend the Agreement to amend the maximum liability of the City for one project , with all other terms and conditions of the Agreement remaining unchanged unless modified herein.

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

1. Paragraph **16 Maximum Contract Amount** is hereby modified in its entirety to read as follows:

“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 Thousand Dollars (\$400,000.00)**, including all authorized Work Order changes; provided however that Work Order #5 for the completion of critical repairs to the Denver Performing Arts Complex Parking Garage may have a maximum liability of up to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00). 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 **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**, 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.”

(Remainder of Page Left Blank Intentionally)

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 _____

