

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **HARTWIG & ASSOCIATES, INC.** (the "Design Consultant"), a Colorado corporation, whose address is 304 Inverness Way South, Suite 365, Englewood, Colorado 80112.

WITNESSETH:

WHEREAS, the City and the Design Consultant previously entered into an On-Call Traffic and Transportation Engineering Services Agreement dated September 2, 2008, and an Amendatory Agreement dated September 29, 2009, for on-call design services (jointly, the "Agreement"); and

WHEREAS, Section 4.01 of the Agreement allows the City at its sole option to extend the initial term for up to four (4) consecutive one (1) year renewal terms; and

WHEREAS, the City has exercised its option for the first of the one (1) year renewal terms; and

WHEREAS, the City desires to exercise its option to extend the Agreement for an additional one-year renewal term and the parties desire to amend the Agreement to extend the term.

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

1. Section 4.01 of the Agreement, entitled "**Term**" is hereby amended to read in its entirety as follows:

"4.01 Term. The initial term of this Agreement shall be one year from the date of execution of this Agreement; provided, however, that any work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion. This initial term may be extended upon the same terms and conditions as set forth herein, at the sole option of the city, for up to **four (4)** consecutive one (1) year renewal terms, upon written notice from the Manager issued prior to expiration of the then current term. A copy of the Manager's written notice to extend shall be maintained in the files of the Manager and the City Attorney. In no event, however, shall the Design Consultant's performance under this Agreement, including the **four (4)** possible extensions, exceed a **five (5)** year period ending on month and day of the execution of this Agreement. In addition, nothing contained

herein shall obligate the City to extend the Agreement beyond the initial term. The City hereby exercises its sole option to extend the term for a second one (1) year renewal term, ending on September 1, 2011.”

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

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IN WITNESS WHEREOF, the parties have executed, through their respective lawfully empowered representatives, this Second Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:
City Attorney for the
City and County of Denver

By: _____
Manager of Public Works

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. OC81185(2)

By: _____
Auditor

“CITY”

HARTWIG & ASSOCIATES, INC.

I.R.S. Identification No. 36-4431753

By: _____
Title President

“DESIGN CONSULTANT”