

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JACOBS INVESTMENTS, LLC dba COLORADO BORING, LLC**, a Colorado corporation whose address is 3813 Canal Drive, Ft. Collins, Colorado 80524 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The City and the Contractor previously entered into a 2015 Directional Boring Master On-Call Contract dated September 3, 2015, (collectively, the “Agreement”) to perform services for installation of electrical equipment for the traffic system furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required.

B. The City and the Contractor wish to amend the Agreement to increase the maximum contract amount and term.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 16 of the Agreement, entitled “**MAXIMUM CONTRACT AMOUNT AND TERM**” is hereby deleted in its entirety and replaced with:

“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 **Three Million Dollars and 00/100 (\$3,000,000.00)** 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. The term of this agreement shall be **three (3)** years from the date of execution of this Contract. 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 **Three Hundred Thousand Dollars and 00/100 (\$300,000.00).**”

2. As herein amended, the Agreement 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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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 _____

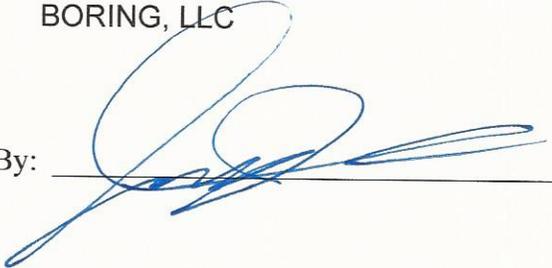
By _____

By _____



Contract Control Number: PWADM-201522601-01

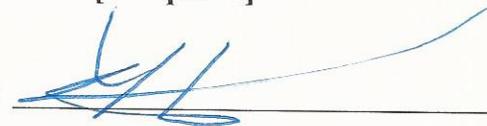
Contractor Name: JACOBS INVESTMENTS, LLC dba COLORADO BORING, LLC

By: 

Name: Jon Jacobs
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: 

Name: LLOYD SEROTON
(please print)

Title: MANAGING MEMBER
(please print)

