

### THIRD AMENDATORY CONTRACT

**THIS THIRD AMENDATORY CONTRACT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JACOBS INVESTMENTS, LLC, d/b/a COLORADO BORING CO.**, a Colorado limited liability company, whose address is 3813 Canal Dr., Ft. Collins, CO 80524 (the “Contractor”).

#### RECITALS

1. The City and the Contractor entered into a Contract dated May 11, 2010, an Amendatory Contract dated June 20, 2011, and a Second Amendatory Contract dated April 24, 2012, to provide on call directional boring services (the “Contract”).

2. Paragraph 16 of the Contract allows the parties to extend the contract by a mutually agreeable amendment.

3. The City and the Contractor wish to extend the term of the Contract for an additional year and revise certain other terms on the Contract.

**NOW, THEREFORE**, the parties amend the Contract as follows:

1. Paragraph 16 of the Contract entitled, “**MAXIMUM CONTRACT AMOUNT AND TERM**,” is amended to read as follows:

“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 **Two Million Eight Hundred Thousand Dollars and No Cents (\$2,800,000.00)**, 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 four (4) 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 **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)**.”

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

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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 \_\_\_\_\_



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**Contract Control Number:** PWADM-OC91391-03

**Contractor Name:** Jacobs Investments, LLC dba Colorado Boring Co

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PWADM-OC91391-03

Contractor Name: Jacobs Investments, LLC dba Colorado Boring Co

By:  \_\_\_\_\_

Name: Jon Jacobs  
(please print)

Title: Managing Member  
(please print)

ATTEST: [if required]

By:  \_\_\_\_\_

Name: LLOYD SEATON  
(please print)

Title: MANAGING MEMBER  
(please print)

