

## AMENDATORY CONTRACT AND AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **GOODLAND CONSTRUCTION, INC.**, with an address of 760 Nile Street, Golden, Colorado 80401, hereinafter referred to as the “**GENERAL CONTRACTOR**” or “**PROGRAM CONTRACTOR**”, party of the second part.

### **WITNESSETH**

**WHEREAS**, the City and the General Contractor entered into an On-call Landscape Architecture and Irrigation Construction Contract dated March 16, 2010 and amended by an Amendatory Agreement dated February 14, 2011, (the “Contracts”);

**WHEREAS**, the City and the General Contractor desire to amend the Agreement to increase funding and extend the term of contract;

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

1. Paragraph 1.5 of the Agreement is hereby amended to read as follows:

“**1.5 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 **Two Million Two Hundred Eighty One Thousand Eight Hundred Fifty-Three Dollars and Ninety-Four Cents (\$2,281,853.94)**, 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 from March 16, 2010 to May 16, 2012, unless extended by 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 **Four hundred thousand Dollars and No Cents (\$400,000.00)**. Subject to the Manager’s prior written authorization, the General Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

2. A new Paragraph 6.23, entitled “**Electronic Signatures and Electronic Records**,” is hereby added to the Agreement to read as follows:

### **6.23 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the

City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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-OC92211-01

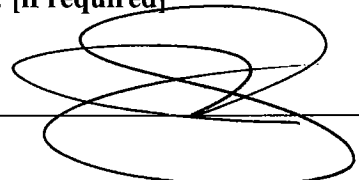
Contractor Name: GOODLAND CONSTRUCTION, INC

By: 

Name: LOUIS WORLAND  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

By: 

Name: JIM POKORNY  
(please print)

Title: SEC. / PRES.  
(please print)

