

**SECOND AMENDATORY CONTRACT AND AGREEMENT  
(SBE On-Call Construction Services)**

**THIS SECOND AMENDATORY CONTRACT AND 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 **WILDERNESS CONSTRUCTION CO.**, a Colorado corporation (hereinafter referred to as the “Contractor,”), party of the second part, located at 2600 East 74<sup>th</sup> Avenue, Denver, Colorado 80229, jointly (“the Parties”).

**RECITALS:**

A. The Parties entered into an Agreement dated July 14, 2023, and an Amendatory Contract and Agreement dated April 17, 2024, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum amount, and extend the term.

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

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

**“16. 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 **EIGHT MILLION DOLLARS AND NO CENTS (\$8,000,000.00)**, including all authorized Work Order changes. 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 **EIGHT MILLION DOLLARS AND NO CENTS (\$8,000,000.00)**, 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.”

2. Section 17 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

**“17. TERM**

The term of this agreement shall begin on **July 14, 2023**, and shall expire on **July 13, 2028**, (the “**Term**”), unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. Nothing contained herein shall obligate the City to extend the Agreement beyond the **Term**. The **Term** of this Agreement shall extend to include the term of any Work Order executed before the expiration of the term of this Agreement and any associated Work Order changes.”

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

4. This Second Amendatory Contract and 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**[ELECTRIC SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:** DOTI-202582140-02 [202367860-02]  
**Contractor Name:** WILDERNESS CONSTRUCTION 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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

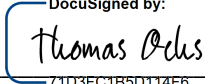
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202582140-02 [202367860-02]  
WILDERNESS CONSTRUCTION CO.

By:  \_\_\_\_\_  
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Name: Thomas Ochs  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)