

SECOND AMENDATORY AGREEMENT

ON-CALL LANDSCAPE IMPROVEMENTS AND IRRIGATION CONSTRUCTION SERVICES CONTRACT NO.
2012-04310-01

THIS SECOND AMENDATORY AGREEMENT, 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 **RICHDELL CONSTRUCTION, INC.**, with an address of 7001 Colorado Boulevard, Commerce City, Colorado 80022, hereinafter referred to as the "GENERAL CONTRACTOR", party of the second part.

RECITALS:

A. The City and the General Contractor previously entered into an Agreement on March 28, 2012 to provide qualified landscape improvement and irrigation construction as assigned by Parks and Recreation facilities on an "on-call" or "as needed" basis, and an amendment dated November 27, 2012 (hereinafter collectively, the "Contract"); and

B. The City and the General Contractor wish to amend the Contract to extend its Term:

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

1. Paragraph 1.5 of the Contract, entitled "**Maximum Contract Amount and Term**" is hereby deleted in its entirety and replaced with:

"1.5 Maximum Contract Amount and Term. The Maximum Contract Amount to be paid by the City to the General Contractor for all Work performed under this Contract shall in no event exceed the sum of **Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**, 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 from March 28, 2012, and will expire on June 30, 2017, unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. Subject to the City'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 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)."

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

[SIGNATURE PAGE TO FOLLOW]

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-201204310-03

Contractor Name: RICHELLE CONSTRUCTION



By: _____

Name: _____

(please print)

Title: _____

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

