

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **INTERLOCK CONSTRUCTION CORP.** (the “Contractor”), a Colorado corporation, whose address is 2492 West Second Avenue, Denver, Colorado 80223.

WITNESSETH:

A. The City and Contractor entered into an on-call Construction Contract dated January 27, 2009 and an Amendatory Agreement dated May 18, 2010, relating to construction services on an “as needed” basis (the “Agreement”); and

B. The City and Contractor wish to amend the Agreement to extend the term and otherwise amend the Agreement as set forth below.

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

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

16. MAXIMUM AMOUNT AND TERM

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 **FOUR HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$400,000.00)**, including all authorized Work Order changes, with the exception of the Work Order issued for the Bear Valley Library Remodel Project. The maximum liability of the City for the Bear Valley Library Remodel Project Work Order, a copy of which is attached as ***Exhibit A*** to the Amendatory Agreement, shall not exceed the sum of **SIX HUNDRED SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 DOLLARS (\$668,000.00)**, 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. Paragraph 17 of the Agreement, entitled “**TERM**”, is hereby amended to read as follows:

17. TERM

The term of this agreement shall be from December 1, 2008 through June 1, 2013, unless extended by mutually agreeable contract amendments initiated at the sole discretion of the City. If the term of any Work Order extends beyond the Term, this Agreement shall remain in full force and effect but only as to such Work Order, and only through the end of the Work Order's term, as may be extended by Changer Order to such Work order.

3. Paragraph 18, entitled, "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**," is added to the Contract to read as follows:

18. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement,

and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

4. Paragraph 19, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is hereby added to the Contract to read as follows:

19. 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.

5. Special Contract Condition 2, entitled “**CITY DELEGATION OF AUTHORITY**,” is hereby amended to read as follows:

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 214, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City’s Manager of Public Works, his designee or successor in function (hereinafter referred to as the “Manager”) authorizes all work performed under this On-Call Construction Services Contract. The Contractor shall submit its reports, memoranda, correspondence and submittals to the individual Work Order Project Manager. The Manager may rescind or amend any such designation of representatives or delegation of authority and may, from time to time, designate a different Project Manager, upon written notice to the Contractor. Additionally, direct questions about the Contract Documents processes involved in performance hereunder to the following:

Lesley Thomas
Phone: 720-865-8719

6. The parties acknowledge that Contractor has changed surety during the course of this Contract, and provided the City with an additional Performance and Payment Bond with previous Work Orders approved by the City. The Consent of Surety to extend this Contract is attached hereto as ***Exhibit A***.

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

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Contract Control Number: OC83103

Vendor Name: INTERLOCK CONSTRUCTION CORP

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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

By _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: OC83103

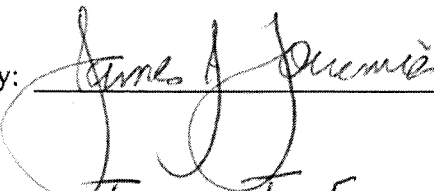
Vendor Name: INTERLOCK CONSTRUCTION CORP

By: 

Name: Robert J. Sarlo
(please print)

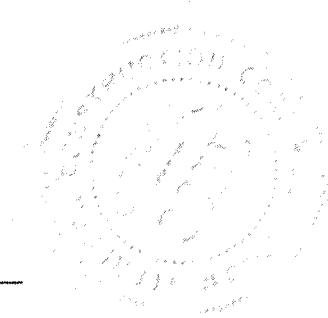
Title: President
(please print)

ATTEST: [if required]

By: 

Name: James J. Fournier
(please print)

Title: Vice-President
(please print)



R I D E R

To be attached to and form part of Bond No. 929514594

Issued by WESTERN SURETY COMPANY

On behalf of INTERLOCK CONSTRUCTION CORP.

in Favor of CITY AND COUNTY OF DENVER

It is understood and agreed that effective the 1ST day of June, 2011


the Annexed Bond is Hereby Amended as Follows:

Surety hereby consents to: Term of bond is amended to extend from June 1, 2011 to June 1, 2013 and additional bonding capacity is increased by \$3,000,000.00.

Except as herein specifically modified, the conditions, provisions and limitations of said bond shall continue unchanged.

Signed, sealed and dated this 27th day of April, 2011.

WESTERN SURETY COMPANY

By: 
Vera T. Kalba, Attorney-in-Fact

Agreed to and Accepted:

By: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Evan E Moody, Vera T Kalba, Karen A Feggestad, Daniel S Finholm, Cory R Mueller,
Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of April, 2010.



WESTERN SURETY COMPANY

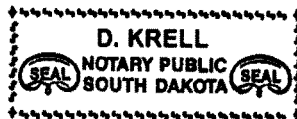
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of April, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary