

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT  
“On-Call Services”**

**THIS SECOND AMENDMENT TO CONTACT SERVICES AGREEMENT** is made and entered into, effective as of the date on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CEM SALES & SERVICES, INC.**, a Colorado corporation, whose address is 3820 South Federal Boulevard, Sheridan, Colorado 80110 (the “Contractor”), collectively referred to as the “Parties”.

**RECITALS:**

**WHEREAS**, the Parties entered into an on-call Contract Services Agreement dated May 20, 2008 (City Clerk No. 08-465), which was subsequently amended (the “Agreement”);

**WHEREAS**, the Parties desire to further amend the Agreement to add additional compensation and to modify the term; and

**NOW, THEREFORE**, in consideration of the mutual agreements contained in this Amendment, and subject to the terms and conditions stated in this Amendment, the Parties agree as follows:

A. Paragraph 3 of the Agreement, entitled “**TERM**,” is hereby amended to read as follows:

“**3. TERM:** The term of the Agreement is from April 1, 2008, to March 31, 2013, unless terminated earlier as provided in this Agreement.

B. Paragraph 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**,” is hereby amended to read as follows:

“**4. COMPENSATION AND PAYMENT:** The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of Eight Hundred Ninety Thousand Dollars (\$890,000.00), unless this Amendment is modified to increase said amount by a duly authorized and written amendment to this Amendment executed by the parties in the same manner as this Amendment. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to or executed with the

Contractor. A fully executed Work Order shall be a condition precedent to any obligation for the City to make payment for Work performed by the Contractor.

Payment shall be made upon satisfactory completion of a Work Project in accordance with the executed Work Order. The final invoice submitted by the Contractor must fully document and itemize the Work rendered and must be approved by the Manager in writing in order to be eligible for compensation under this Amendment.

It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Amendment, encumbered for the purpose of the Amendment and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Amendment, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Amendment is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any work performed by Contractor beyond that specifically described or allowed under this Amendment or without a fully and properly executed amendment to this Amendment is performed at Contractor's risk and without authorization under this Amendment."

C. A new paragraph 42 is hereby added to and made part of the Agreement:

**"42. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

The 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."

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

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

**Contract Control Number:**

**Vendor Name:**

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:**

**Vendor Name:**

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

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

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

**ATTEST: [if required]**

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

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

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

