

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 **WILDERNESS CONSTRUCTION CO.** (the “Contractor”), a Colorado corporation, whose address is 6550 Franklin Street, Denver, Colorado 80229.

WITNESSETH:

WHEREAS, the City and Contractor entered into an on-call Construction Services Agreement dated June 16, 2009, and an Amendatory Agreement dated July 13, 2010, relating to construction services on an "as needed" basis (the “Agreement”); and

WHEREAS, the City and Contractor wish to amend the Agreement to increase the maximum contract amount and to otherwise amend the Agreement as stated 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 in its entirety 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 **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)**, 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 **TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00)**, 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. A new section is added to the Agreement and reads as follows:

18. 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.

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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 _____

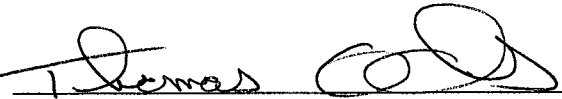
By _____

By _____



Contract Control Number: PWADM-OC94016-02

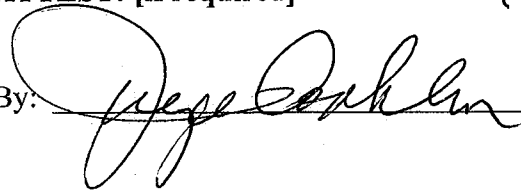
Vendor Name: WILDERNESS CONSTRUCTION COMPANY

By: 

Name: Thomas Ochs
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: 

Name: Joyce Conklin
(please print)

Title: Assistant Corporate Secretary
(please print)

