

### THIRD AMENDATORY PROFESSIONAL SERVICES AGREEMENT

#### THIS THIRD AMENDATORY PROFESSIONAL SERVICES AGREEMENT

is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **MUNDUS BISHOP DESIGN, INC.**, a Colorado corporation, whose address is 333 West Colfax Avenue, Suite 350, Denver, Colorado 80204 (the "Design Consultant").

#### WITNESSETH:

**WHEREAS**, the City identified a need for a qualified contractor to secure the "readily available" professional landscape architectural and related technical services for Projects assigned on an "as-needed" basis; and

**WHEREAS**, the City and the Design Consultant previously entered into an Agreement dated October 30, 2007, and as amended March 25, 2008 and June 30, 2009 (collectively the "Agreement"); and

**WHEREAS**, the Agreement expired March 31, 2010; and

**WHEREAS**, the City and the Design Consultant mutually desire to revive the Agreement and amend the Agreement to extend the term and provide for additional compensation;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the City and the Design Consultant agree as follows:

1. That Paragraph D of Article II of the Agreement, entitled "**MAXIMUM CONTRACT AMOUNT**," is amended to read as follows:

"D. The Maximum Contract Amount to be paid by the City to the Design Consultant under this Agreement shall in no event exceed the sum of **ONE MILLION, TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$1,220,000.00)**."

2. That Subparagraph 1 of Paragraph D of Article VIII of the Agreement, entitled "**TERM AND TERMINATION**," is amended to read as follows:

**"D. TERM AND TERMINATION.**

1. The term of this Agreement shall commence October 1, 2007 and end September 30, 2011. However, nothing contained herein shall preclude the

Design Consultant from completing any task order authorized prior to the expiration of this Agreement and the Agreement shall be extended until the completion and payment for all such authorized tasks.”

3. That Subparagraph 2 of Paragraph G of Article VI of the Agreement, entitled “INSURANCE,” is amended to read as follows:

“2. **Proof of Insurance:** Design Consultant shall provide a copy of this Agreement to its insurance agent or broker. Design Consultant certifies that the certificate of insurance (preferably an ACORD certificate of insurance) attached as **Exhibit E** complies with all insurance requirements of this Agreement. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Design Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.”

4. Except as herein amended, the Agreement is revived, reaffirmed, and ratified in each and every particular.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have executed this Revival and Third Amendatory Agreement as of the day and year first written above.

**ATTEST:**

**CITY AND COUNTY OF DENVER:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

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

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Manager of Parks and Recreation

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

DAVID R. FINE, Attorney for the  
City and County of Denver

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. OC71234(3)

By: \_\_\_\_\_  
Assistant City Attorney

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

“CITY”

**ATTEST:**

**MUNDUS BISHOP DESIGN, INC.,**  
a Colorado corporation  
Taxpayer (IRS) I.D. No. 84-1502643

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

By: \_\_\_\_\_  
Tina Bishop

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Tina Bishop

Title: \_\_\_\_\_  
President

“DESIGN CONSULTANT”

**EXHIBIT E**  
**CERTIFICATE OF INSURANCE**  
**[TO BE INSERTED BY**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/5/2010

PRODUCER (303) 756-9909 FAX: (303) 756-8818  
Keller-Lowry Insurance Inc  
1777 S Harrison St #700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Denver CO 80210

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED  
MUNDUS BISHOP DESIGN INC  
333 W COLFAX AVE. STE 350  
#350  
DENVER CO 80204

INSURER A: **Hartford Casualty** 29424  
INSURER B: **Pinnacle Assurance** 41190  
INSURER C: **U.S. Specialty Insurance** 29599  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT AI PER <input checked="" type="checkbox"/> SS00080405 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	34SBWGE8096	5/1/2010	5/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	34SBWGE8096 NO OWNED AUTOS	5/1/2010	5/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4007799	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		<b>OTHER PROFESSIONAL LIABILITY</b>	US091280203	1/12/2010	1/12/2011	PER AGGREGATE \$1,000,000 PER CLAIM \$1,000,000 DED \$15,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Re: OC71234

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to Commercial General Liability policy.

\*except 10 Day Cancellation For Non-Payment of Premium

**CERTIFICATE HOLDER**

City & County of Denver  
Denver Parks  
Attn: Jeannine H Hsiung  
201 W Colfax Ave.,  
Dept. 602  
Denver, CO 80202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
T Sibelius, CIC/TMH

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.