

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **STUDIOTROPE, LLC** (the “Design Consultant”), a Colorado limited liability company, whose address is 2942 Welton Street, Denver, Colorado 80205.

WITNESSETH:

WHEREAS, the City and the Design Consultant previously entered into an On-Call Design Services Agreement dated May 6, 2008 and an Amendatory Agreement dated November 16, 2010 for on-call design services (the “Agreement”); and

WHEREAS, the City desires to amend the agreement to extend the term;

WHEREAS, the City desires to increase the total compensation of the Agreement;

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

1. Section 3.07(a) of the Agreement, entitled “**Maximum Contract Amount; Funding**,” is hereby amended to read in its entirety as follows:

“(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **ONE MILLION FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$1,440,000.00)**. In no event shall the maximum payment to the Design Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

2. Section 4.01 of the Agreement, entitled “**Term**” is hereby amended to read in its entirety as follows:

“**4.01 Term.** The term of this Agreement commenced on April 1, 2008 and shall terminate on March 31, 2014.”

3. A new section, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is added to the Agreement and reads as follows:

5.29. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Design Consultant 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.

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

[SIGNATURE PAGE TO FOLLOW]

Contract Control Number: OC84015

Vendor Name: STUDIOTROPE LLC

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

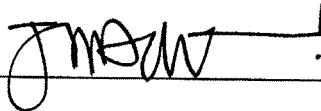
By _____

By _____



Contract Control Number: OC84015

Vendor Name: STUDIOTROPE LLC

By:  _____

Name: JOSEPH M. MONTALBANO
(please print)

Title: PARTNER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Phone: (303) 972-6633 Fax: (303) 972-6655
IRG - AFFINITY INSURANCE PARTNERS, LLC
7991 SHAFFER PARKWAY, SUITE 300
LITTLETON CO 80127

CONTACT NAME: **Danielle**
PHONE (A/C No. Ext.): **(303) 972-6633** FAX (A/C No.): **(303) 972-6655**
E-MAIL ADDRESS: **dachmelingirgco.com**
PRODUCER CUSTOMER ID: **25796**

INSURED
STUDIOTROPE, LLC
2942 WELTON STREET
DENVER CO 80205

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Insurance Co.	
INSURER B :	Pinnacle Assurance	
INSURER C :	Lloyds Of London	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 37250

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		34SBAPK6898	09/03/11	09/03/12	EACH OCCURRENCE	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED. EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <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			34SBAPK6898	09/03/11	09/03/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4126886	09/01/11	09/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER	\$
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE-EA EMPLOYEE	\$ 100,000
							E.L. DISEASE-POLICY LIMIT	\$ 500,000
C	Professional Liability \$5,000 Ded/S/R			PSTU01211	09/10/11	09/10/12	\$1,000,000 \$2,000,000	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to all commercial general liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
Department of Public Works
201 West Colfax, Dept. 611
Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Lusinski