

AMENDATORY CONTRACT AND AGREEMENT

THIS AMENDATORY CONTRACT AND AGREEMENT, 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, hereinafter referred to as the "CITY", party of the first part, and RICHELLE CONSTRUCTION, INC., with an address of 7001 Colorado Boulevard, Commerce City, Colorado 80022, hereinafter referred to as the "GENERAL CONTRACTOR" or "PROGRAM CONTRACTOR", party of the second part.

WITNESSETH

WHEREAS, the City and the General Contractor entered into an On-call Landscape Architecture and Irrigation Construction Contract dated March 9, 2010, (the "Contract");

WHEREAS, the City and the General Contractor desire to amend the Agreement to change the participation goal of the Minority/Women Owned Business Enterprise program requirements;

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

1. Paragraph 1.5 of the Agreement is hereby amended to read as follows:

1.5 Maximum Contract Amount and Term. The Maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **One million five hundred thousand Dollars and No cents (\$1,500,000.00)**, 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. The term of this agreement shall be from March 9, 2010 to March 8, 2012, unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed **Four hundred thousand Dollars and No Cents (\$400,000.00)**. Subject to the Manager's prior written authorization, the General Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

2. Paragraph 6.3 of the Agreement is hereby amended to read as follows:

6.3 Compliance with Minority/Women Owned Business Enterprise Requirements. This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a

minimum, meet the participation goal of ten percent (10%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved M/WBE Compliance Plan (attached and incorporated herein as *Exhibit D*). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.”

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

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IN WITNESS WHEREOF, the City and the General Contractor have executed, through their respective lawfully empowered representatives, this Agreement as of the day and year first above written.


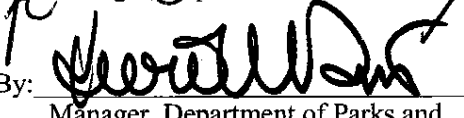
ATTEST:

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

CITY AND COUNTY OF DENVER:

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: 
Manager, Department of Public Works
By: 
Manager, Department of Parks and Recreation

APPROVED AS TO FORM:
DAVID R. FINE
CITY ATTORNEY for the City and County of Denver

By: _____
Assistant City Attorney

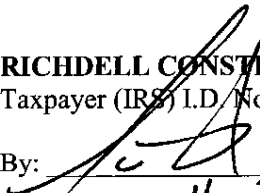
REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

Contract Control No. OC02015(1)

By: _____
Auditor
"CITY"

RICHDELL CONSTRUCTION, INC.
Taxpayer (IRS) I.D. No. _____

By: 
Name: Scott R. J. J. II
(please print)
Title: Pres. Jct

"GENERAL CONTRACTOR"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2010

PRODUCER 877-945-7378 Willis of Colorado, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		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.	
INSURED Richdell Construction, Inc. 7001 Colorado Blvd. Denver, CO 80022		INSURERS AFFORDING COVERAGE INSURER A: Continental Western Insurance Company INSURER B: Pinnacol Assurance Company INSURER C: Fireman's Fund Insurance Company INSURER D: INSURER E:	NAIC# 10804-001 41190-001 21873-001

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Addl Insured <input checked="" type="checkbox"/> CLCG2014 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CNP2574872	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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 checked="" 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	CNP2574872	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CU2578265	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	4082596	7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Installation Floater	MZI98474999	7/1/2010	7/1/2011	\$50,000 At Jobsite \$ 1,000 Deductible \$10,000 Tran & Temp Stg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project Number: RZ13203_526, Contract No. OC02015

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy and Business Automobile Liability policy. Project Description: On-Call Landscape Architecture and Irrigation Construction; Landscape and Irrigation Construction Services Program.

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

City & County of Denver; Denver Parks & Recreation 201 W Colfax Ave Dept 602 Denver, CO 80202-0000	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 <i>Pam Johnson</i>
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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

This Certificate of Insurance 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.

Commercial General Liability (Continued...)

CWG | General Liability | 01/01/07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CL CG 20 14 01 07

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to “bodily injury” and “property damage” caused, in whole or in part, by “your work” at locations specified in the written contract or agreement and included in the “products-completed operations hazard”.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to “bodily injury” or “property damage” that occurs prior to the execution of, or subsequent to the expiration of, the contract or agreement in which you agreed that such person or organization be added as an additional insured on your policy.

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While every effort has been made to provide a brief outline of insurance as complete and accurate as possible, it does not contain a full restatement of the contracts. These highlights are not a substitute for the actual policy and in the event of any conflict or omission, the terms of the actual contract of insurance shall be paramount in every instance. Please refer to your policy for all coverage details.