

AMENDATORY AGREEMENT

THIS AMENDATORY 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 HASELDEN CONSTRUCTION, LLC., (the "Contractor"), a Colorado limited liability corporation, whose address is 6950 South Potomac Street, Centennial, Colorado 80112.

WITNESSETH:

WHEREAS, the City and Contractor entered into an on-call Construction Contract dated March 31, 2009, 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 Work Order amount for the Denver Fire Department Boiler Replacement and Rehabilitation Project.

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 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 Four Hundred Thousand Dollars (\$400,000.00), including all authorized Work Order changes, with the exception of the Work Order issued for the Denver Fire Department Boiler Replacement and Rehabilitation. The maximum liability of the City for the Denver Fire Department Boiler Replacement and Rehabilitation Work Order, a copy of which is attached as Exhibit A, shall not exceed the sum of Four Hundred Twenty-Nine Thousand, Nine Hundred Forty-Eight Dollars (\$429,948.00), 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 FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00), 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. Special Contract Condition 2, entitled "CITY DELEGATION OF AUTHORITY," is hereby amended to read as follows:

“SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 214, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City’s Manager of Public Works, his designee or successor in function (hereinafter referred to as the “Manager”) authorizes all work performed under this On-Call Construction Services Contract. The Contractor shall submit its reports, memoranda, correspondence and submittals to the individual Work Order Project Manager. The Manager may rescind or amend any such designation of representatives or delegation of authority and may, from time to time, designate a different Project Manager, upon written notice to the Contractor. Additionally, direct questions about the Contract Documents processes involved in performance hereunder to the following:

Lesley Thomas
Phone: 720-865-8719”

3. Subparagraph 2 of Special Contract Condition 26 entitled, “INSURANCE” is hereby amended to read as follows:

“2. Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor certifies that the certificate of insurance (preferably an ACORD certificate of insurance) attached as Exhibit B 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 Contractor’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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

CITY AND COUNTY OF DENVER

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

By: _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:
City Attorney for the
City and County of Denver

By: 
Manager of Public Works

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. OC83107(1)

By: _____
Auditor

"CITY"

HASELDEN CONSTRUCTION, LLC

I.R.S. Identification No. 20-1700413

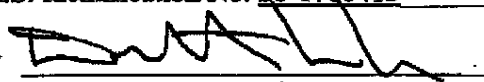
By: 
David A. Lueders
Title Chief Financial Officer
Haselden Construction
"CONTRACTOR"

Exhibit A
Exhibit B

EXHIBIT A



WORK ORDER CHANGE
ON-CALL GENERAL CONTRACTING SERVICES (LARGE SCOPE)
 (Project G_EPRM07100 / Contract No. OCB2107)
FACILITIES MANAGEMENT
DEPARTMENT OF GENERAL SERVICES
 201 W. Colfax Ave., Dept. 908 * Denver, CO 80202
 Phone 720.865.8660 * FAX 720.813.8601
 www.denvergov.org

Contractor: Heesler Construction LLC Project Name: DFD Bond Boilers and RH
 Vendor ID: 000006987 Project ID: 000002 112111,112,113,114
 Work Order No.: 8 Fund/Org: 37126/3080102
 Work Order Change No.: 3c Contract Control No.: CB00389
 Proposal Request No.: 80 Business Unit: GSFPM
 Project Mngt/Phone: Mark Guerrero 720-918-8818

It is hereby mutually agreed that when this WORK ORDER CHANGE has been signed by the contracting parties, the following described changes shall be accepted by the Contractor without changing the terms of the Contract except as herein stipulated and agreed.

Modifications for Contract as described in Heesler Construction LLC's Proposal Request No. 0001 (2/15/09). Provide details at IRD 11.

The additional sum, as indicated herein below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the work order, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, other consideration for the above described changes to the work order.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described changes in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following consideration:

Additional to Work Order the sum of seven thousand five hundred and thirty six Dollars and No Cents (\$7,536).

Progress / Downside the Work Order Completion Time 21 Calendar days Mutual Completion Date: March 15th, 2010

Contractor: Heesler Construction LLC **David A. Luaders**
 Chief Financial Officer
 Accepted for Contractor by: [Signature] Heesler Construction Date: 2.23.10

WORK ORDER NO. 3c COST SUMMARY

Original Work Order Amount	\$287,116.00
Previous Work Order Change Additions	\$151,826.00
SUB-TOTAL	\$438,942.00
Previous Work Order Change Deductions	\$0
Net Prior to this Work Order Change	\$438,942.00
This Work Order Change - Add	\$7536.00
REVISED TOTAL WORK ORDER AMOUNT	\$446,478.00

USING AGENCY
 I hereby certify that funds are available that will be required to pay the Contractor in full for the work to be performed under this WORK ORDER CHANGE.
[Signature] 2/25/10
 By Using Agency - Administrative or Budget Office Date

APPROVALS
[Signature] 3/1/10
 Approved by Director Date
 Small Business Opportunity Division

[Signature] 3/1/10
 Approved by Manager of Using Agency Date

[Signature] 3/1/10
 Approved by Director Date
 Facilities Management

[Signature] 3/15/10
 Approved by Manager of Public Works Date

COST SUMMARY PROJECT NO. OCB2107
 (By Contract Manager)

Total of All Work Orders Issued	\$1,487,978.00
Total Previous Work Order Change Additions	
All Work Orders	\$281,994.00
SUB-TOTAL	\$1,489,923.00
Total Previous Work Order Change Deductions	
All Work Orders	\$0
Net Contract Amount Prior to this Work Order Change	\$1,489,923.00
This Work Order Change - Add	\$7536
TOTAL CONTRACT AMOUNT	\$1,497,459.00

NOTE: No person shall authorize or perform any of the above until the Work Order Change has all signatures and has been distributed. DISTRIBUTION: Auditor, Contract Administration, Using Agency, IRD2, Consultant, Contractor, and Facilities Planning and Management

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/12/10

PRODUCER 1-303-534-4567
 INA of Colorado, Inc.
 1550 17th Street
 Suite 600
 Denver, CO 80202

INSURED
 Haselden Construction, LLC
 6950 South Potomac Street
 Centennial, CO 80112

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.

INSURERS AFFORDING COVERAGE

INSURER A: Zurich American Insurance Co.
INSURER B: National Union Fire Ins Co of PA (AIG)
INSURER C: Pinnacle Assurance
INSURER D: Illinois Union Insurance Company (ACE)
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GLO369723706	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 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	BAP369723806	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Es 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 \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE23465060	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4082635 - CO Only	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER Contractors Professional Liability and Pollution	COOG24889968001 *Incl Claim Expense Retro Date: 12/17/2001	07/01/10	07/01/11	Each Incident \$ 5,000,000 Annual Aggregate* \$ 5,000,000 Deductible \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Denver Justice Center. City and County of Denver is included as Additional Insured on the General, Automobile, and Excess Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of City and County of Denver on the General, Automobiles, Excess Liability and Workers Compensation Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City and County of Denver
 Department of Public Works
 201 West Colfax, Dept #611
 Denver, CO 80202-0000

USA

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

L. PMA

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.