ASSIGNMENT AND AMENDATORY AGREEMENT

THIS ASSIGNNMENT AND AMENDATORY AGREEMENT, made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), and MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation with an address of 1675 Broadway, Suite 1200, Denver, Colorado, 80202, ("Contractor") and LAFARGE NORTH AMERICA, INC. a Maryland corporation with an address of 1650 Broadway, Suite 2090, Denver, Colorado, 80202, (former "Contractor"), hereinafter referred to as collectively referred to as (the "Parties").

RECITALS:

WHEREAS, the City and Lafarge North America, Inc. previously entered into an Agreement executed December 29, 2011, to secure 9th Avenue, Lincoln to Ogden Street pavement rehabilitation services; and

WHEREAS, the Parties mutually desire to amend the Agreement to assign the Agreement to Martin Marietta Materials, Inc.

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

- 1. Martin Marietta Materials, Inc. agrees to be bound by and perform the Agreement in accordance with the conditions of the Agreement. Martin Marietta Materials, Inc. also assumes all obligations and liabilities that Lafarge North America, Inc., had under the Agreement as if Martin Marietta Materials, Inc. was the original party to the Agreement.
- 2. Martin Marietta Materials, Inc. ratifies all previous actions taken by Lafarge North America, Inc. with respect to the Agreement, with the same force and effect as if the action had been taken by Martin Marietta Materials, Inc.
- 3. The City Recognizes Martin Marietta Materials, Inc. as Lafarge North America, Inc.'s successor in interest in and to the Agreement and consents to the assignment of the Agreement from Lafarge North America, Inc. to Martin Marietta Materials, Inc., as if Martin Marietta Materials, Inc. was the original party to the Agreement.
- **4.** All payments and reimbursement made by the City to Lafarge North America, Inc. under the Agreement shall be considered to have discharged the City's obligations under those parts of the Agreement.

- 5. The Parties hereby acknowledge that the Contractor previously referred to herein as Lafarge North America, Inc., Inc. shall now be referred to as Martin Marietta Materials, Inc., and further the parties hereby agree to assign and transfer all responsibilities and obligations of the Contractor under the Agreement from Lafarge North America, Inc. to Martin Marietta Materials, Inc. As such, the term "Contractor" shall henceforth, refer to Martin Marietta Materials, Inc.,
- 6. A Certificate of Insurance for Martin Marietta Materials, Inc. is hereby attached as **Exhibit A**.
- 7. A Performance and Payment Bond for Martin Marietta Materials, Inc. is hereby attached as **Exhibit B**.
- **8.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:	
IN WITNESS WHEREOF, the parties h Denver, Colorado as of	ave set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By



Contract Control Number:

PWADM-201102206-01

Contractor Name:

MARTIN MARIETTA MATERIALS INC

By:

(please print)

Title:

ATTEST: [if required]

Name: HOSCE \

Title: Manager, Construction Credit & Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2012

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).

certificate holder in lieu of such end	•).).						
PRODUCER				CONTA NAME:	CT				
Marsh USA Inc. 100 North Tryon Street, Suite 3200		PHONE FAX (A/C, No, Ext): (A/C, No):							
Charlotte, NC 28202				E-MAIL ADDRE					
Attn: CA NON-RESIDENT NO. OB22889					IN:	SURER(S) AFFO	RDING COVERAGE		NAIC#
J56965-1.MMM-GAXWX-11-12				INSURE	RA: ACE Ame	rican Insurance C	ompany		22667
INSURED				INSURE	RB: Indemnity	Ins Co Of North	America		43575
Martin Marietta Materials, Inc. Attn: Mr. Todd Crump				INSURE	R C . ACE Prop	erty And Casualty	Ins Co		20699
2710 Wycliff Road				INSURE					
PO Box 30013 Raleigh, NC 27622				INSURE					
Naieigii, NO 21022				INSURE					
			E NUMBER:	ATL	-003040520-05		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MATERICLUSIONS AND CONDITIONS OF SUC	REQUI Y PER H POL	REME TAIN, ICIES	:NT, TERM OR CONDITION THE INSURANCE AFFORD . LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	FOR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS THE TERMS,
INSR LTR TYPE OF INSURANCE	ADD	L SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	* 15A (3428
A GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY			HDOG25532119		12/10/2011	09/30/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	3,000,000
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	N/A
CLAIMS-MADE COCOR							PERSONAL & ADV INJURY	\$	3,000,000
							GENERAL AGGREGATE	\$	6,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	-						PRODUCTS - COMP/OP AGG	\$	6,000,000
X POLICY PRO- LOC								\$	
A AUTOMOBILE LIABILITY		1	ISAH08692361		09/30/2011	09/30/2012	COMBINED SINGLE LIMIT (Ea accident)	\$	3,000,000
X ANY AUTO							BODILY INJURY (Per person)	\$	74
ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident)	\$	
X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	- 3
A0100								\$	1
C X UMBRELLA LIAB X OCCUR			XOOG25833016		09/30/2011	09/30/2012	EACH OCCURRENCE	\$	1,000,000
EXCESS LIAB CLAIMS-MA	DE						AGGREGATE	\$	1,000,000
DED RETENTION\$								\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC46771229(AOS)		09/30/2011	09/30/2012	X WC STATU- OTH- TORY LIMITS ER	*. *	101 (천원)
A ANY PROPRIETOR/PARTNER/EXECUTIVE I	-		WLRC46771242(MA)		09/30/2011	09/30/2012	E.L. EACH ACCIDENT	\$	2,000,000
(Mandatory in NH)	۱"' <i>'</i>	`					E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	2,000,000
									1. Mes
DESCRIPTION OF OPERATIONS / LOCATIONS / VEI	ICLES	Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	s required)			
Re: Project: Contract No. 2011002206 - 9th Avenue Lin	oln to O	gden Pa	avement Rehabilitation.					4	1.150
The City and County of Denver, its elected and appointed	d officials	s, emplo	yees and volunteers are named as	additional	insured with rega	ards to the Comme	ercial General Liability policy and th	e Busine	ss Auto Liability
policy.									
							,		
CERTIFICATE HOLDER				CANC	ELLATION				
City and County of Denver Attn: Elizabeth Sample, CCD Public Works 201 W Colfax Ave Dep 1207 Denver, CO 80202 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVED ACCORDANCE WITH THE POLICY PROVISIONS.									
					RIZED REPRESE h USA Inc.	NTATIVE			a Service of the serv

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Martin Marietta Materials, Inc., 2710 Wycliff Road, Raleigh, NC 27607 a corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereafter referred to as the "Contractor", and Liberty Mutual Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Nine Hundred Twenty Nine Thousand Five Hundred Forty Seven Dollars and Sixty Cents (\$929,547.60), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201102206 - 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said S 26th day of January	urety have executed these presents as of this 2012
Attest: Secretary Asst. Secretary - Ann M. Connic	Martin Marietta Materials, Inc., Contractor By: Byron Creech, Assistant Treasurer ck
	By: Rebeca L. Gomez Porras
(Accompany this bond with Attorney-in-Fact's authori the date of the bond). APPROVED AS TO FORM:	ty from the Surety to execute bond, certified to include
Attorney for the City and County of Denver	APPROVED FOR THE CITY AND COUNTY OF DENVER By:
Assistant City Attorney	MAYOR

am and 4:30 pm EST on any business day.

Attorney cal

₹

Power

this

validity of this I between 9:00 a

Zal

Fo confirm the 1-610-832-8240

day of

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE	PRESENTS: That Liberty Must	ual Incurance Company (the		
KNOW ALL PERSONS BY THESE COMPANY, pursuant to and by authority	of the Du law and Authoritation is	uai insurance company (the	"Company"), a Massachus	etts stock insurance
company, pursuant to and by authority	or the by-law and Authorization n	ereinatter set forth, does here	by name, constitute and appo	oint

BYRON CREECH, TODD CRUMP, REBECA L. GOMEZ PORRAS, KRISTY W. KRETZSCHMAR, ALL OF THE CITY OF RALEIGH, STATE OF NORTH CAROLINA..... each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its

execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization;

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 28th day of February , 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, Lhave negento subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year

first above written.

CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA Notatial Seal Teresa Pastella, Notary Public Prymouth Twp., Montgomery County My Commission Expires March 28, 2013

Member, Persisylvanie Association of Notacles

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

ESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this

David M. Carey, Assistant Secretary

PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION

FAX NUMBER:

720-913-3183

TELEPHONE NUMBER:

720-913-3267

Assistant City Attorney 201 W. Colfax Ave. Dept 1207 Denver, Colorado 80202

RE:

Liberty Mutual Insurance Company

Contract No:

201102206

Project Name:

9th Ave. Lincoln to Odgen Pavement Rehabilitation

Contract Amount:

\$929,547.00

Performance and Payment Bond No.:

016044537

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Liberty Mutual Insurance Company insurance company, on January 26, 2012.

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 919-510-4746

Thank you.

Sincerely,

Rebeca L. Gómez Porras

Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

BYRON CREECH, TODD CRUMP, REBECA L. GOMEZ PORRAS, KRISTY W. KRETZSCHMAR, ALL OF THE CITY OF RALEIGH, STATE OF NORTH CAROLINA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February

LIBERTY MUTUAL INSURANCE COMPANY



Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 28th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, Lhave he sunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year

first above written.

CERTIFICATE

guarantees

currency rate, interest rate or residual value

COMMONWEALTH OF PENNSYLVANIA Notagal Seal Normal Seal
Teresa Paciella, Normy Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013

Member, Pervisylvania Association of Notaries

Terésa Pastélla, Notary Public

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

STIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of

David M. Carey, Assistant Secretary