

AMENDATORY CONTRACT AND AGREEMENT

THIS AMENDATORY CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 2011 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 **CTM INC., d/b/a COLORADO TOTAL MAINTENANCE** with an address of PO Box 118, Englewood, Colorado 80151, 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 16, 2010, (the "Contract");

WHEREAS, the City and the General Contractor desire to amend the Agreement to add additional funding and to correct the Minority/Women Owned Business Enterprise program commitment;

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 **Two Million One Hundred Thirty-Five Thousand Four Hundred Fifty-Four Dollars and Four Cents (\$2,135,454.04)**, 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 Agreement 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 to 238-36 and 28-52 to 28-90 D.R.M.C. and referred to on this Contract as the "M/WBE Ordinance." Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73, and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the 50% M/WBE participation commitment, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this 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:

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, 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. OC02014(2)

By: _____
Auditor
"CITY"

**CTM INC., d/b/a COLORADO TOTAL
MAINTENANCE**

Taxpayer (IRS) I.D. No. 84-1290608

By: _____

Name: Shannon Willis
(please print)

Title: CEO

"GENERAL CONTRACTOR"