

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **SEMA CONSTRUCTION INC.**, a Colorado corporation whose address is 7353 South Eagle Street, Centennial, Colorado 80112 (the "Contractor"), jointly ("the Parties").

RECITALS:

A. The Parties entered into CM/GC Construction Contract dated December 7, 2015 (the "Agreement") to construct Red Rocks Parking Lots and Traffic Controls.

B. The Parties wish to amend the Agreement to increase funding and authorize Phase 2.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. All references to "**Exhibit P**," Self-Performed Work Proposal, in the existing Agreement shall be amended to read: "**Exhibit P and P-1**." The Self-Performed Work Proposal marked as **Exhibit P-1** is attached hereto and incorporated herein by this reference.

2. All references to "**Exhibit O**," GMP Proposal, in the existing Agreement shall be amended to read: "**Exhibit O and O-1**." The GMP Proposal marked as **Exhibit O-1** is attached hereto and incorporated herein by this reference.

3. Section **1.1.2** of the Contract entitled "**Red Rocks Parking Lots and Traffic Controls**" is amended to read as follows:

"**1.1.2** The specific details of the Project are more particularly set forth in the 100% Bid Package Document drawings prepared by the Designer and dated August 24, 2015, as supplemented by the For Construction Document drawings prepared by the Designer and dated September 26, 2016."

4. Section **1.2** of the Contract entitled "**Budget**" is amended to read as follows:

"**1.2 Budget.** The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the "Budget") is **SIX MILLION SEVEN HUNDRED NINETY FIVE THOUSAND THREE HUNDRED SIXTY NINE DOLLARS AND ZERO CENTS (\$6,795,369.00)**, and is subject to increase or decrease at

the sole discretion of the Executive Director of Public Works. The Contract further acknowledges and accepts that the GMP Work must be completed within the construction budget. As part of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Project Budget."

5. Section **1.5.1** of the Contract entitled "**Construction Contingency Amount**" is amended to read as follows:

"1.5.1 Construction Contingency Amount. The GMP will include a construction contingency in an amount equal to a lump sum of **TWO HUNDRED SIXTEEN THOUSAND NINETY ONE DOLLARS AND EIGHTY SIX CENTS (\$216,091.86)** ("GMP Contingency") for the entire scope of the GMP work. Phase 1 consists of **SIXTY ONE THOUSAND TWENTY SIX DOLLARS AND EIGHTY SIX CENTS (\$61,026.86)**. Phase 2 consists of **ONE HUNDRED FIFTY FIVE THOUSAND SIXTY FIVE DOLLARS AND ZERO CENTS (\$155,065.00)**."

6. Section **4.5** of the Contract entitled "**City Delegation of Authority**" is amended as follows:

Department of Public Works

Project Manager
Kelly Kloosterman

Telephone
720-865-8718"

7. Section **8.3** of the Contract entitled "**Contractor's Fee**" is amended to read as follows:

"8.3 Contractor's Fee. The "Contractor's Fee" (the "Fee") to be paid to the contractor and included in the GMP shall be a lump sum of **ONE HUNDRED FIFTY ONE THOUSAND SIX HUNDRED SIXTY ONE DOLLARS AND THREE CENTS (\$151,661.03)** for Phase 1 and **ONE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND ZERO CENTS (\$199,845.00)** for Phase 2, payable in progress installments pursuant to a mutually agreeable schedule of progress installments."

8. Section **8.6** of the Contract entitled "**Construction Contract Amount and Funding**" is amended to read as follows:

"8.6 Construction Contract Amount and Funding. In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **SIX MILLION SEVEN HUNDRED NINETY FIVE THOUSAND THREE HUNDRED SIXTY NINE DOLLARS AND ZERO CENTS (\$6,795,369.00)**, The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above."

9. Section 10.7 of the Contract entitled "**Appropriation**" is amended to read as follows:

"10.7 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **SIX MILLION SEVEN HUNDRED NINETY FIVE THOUSAND THREE HUNDRED SIXTY NINE DOLLARS AND ZERO CENTS (\$6,795,369.00)**, have been appropriated for this Construction Contract. The Executive Director of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor."

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PWADM-201524962-01

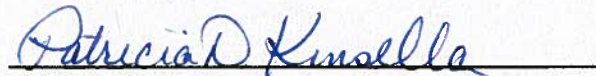
Contractor Name: SEMA CONSTRUCTION INC

By: 

Name: Steven C. Mills
(please print)

Title: Corporate V.P., Contracts
(please print)

ATTEST: [if required]

By: 

Name: Patricia D. Kinsella
(please print)

Title: S.E. District Administrative Assistant
(please print)



EXHIBIT P-1



October 19, 2016

Kelly Kloosterman, E.I. | Project Manager
City and County of Denver | Denver Public Works
201 W. Colfax Ave.
Denver, CO 80204

Re: Red Rocks Parking Lots and Traffic Controls – Phase 2
SEMA Proposed Self-Perform Workscope

Dear Ms. Kloosterman,

Outlined below are the scopes of work SEMA Construction, Inc. intends to competitively bid as a self-performed work.

- Survey
- Earthwork
 - Clearing and Grubbing
 - Removal of Structures and Obstructions
 - Topsoil
 - Reset structures
 - Excavation and Embankment
 - Aggregate Base Course
- Culverts and Sewers
 - Underground Detention System
 - Storm Drainage
 - Sanitary Sewer
 - Manholes, Inlets, and Meter Vaults
- Erosion Control
- Water Utilities
- Concrete Structures
 - Concrete Walls
 - Concrete Pads
 - Trench Drains

**Heavy and Highway
General Contractors**

These Packages will be competitively bid to subcontractors. SEMA's bid proposal will be turned in to you 24 hours in advance of the subcontractor bid date

Sincerely,

A handwritten signature in blue ink that reads "Mark W. Brooks".

Mark W. Brooks P.E. | SEMA Construction
District Vice President, Rocky Mountain District

7353
S. Eagle Street

Centennial
Colorado
80112-4223

(303) 627-2600
Fax: (303) 627-2626



EXHIBIT O -1

Phase 1

CDOT SPECIFICATION DIVISION		UPPER NORTH LOT	LOWER SOUTH LOT	INTERSECTION	TOTAL
Section	Description	Amount	Amount	Amount	Summary
200	EARTHWORK				
201	CLEARING AND GRUBBING	\$ -	\$ 4,855.52	\$ 4,855.52	\$ 9,711.04
202	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	\$ 20,072.68	\$ 36,035.49	\$ 39,577.89	\$ 95,686.06
203	EXCAVATION AND EMBANKMENT	\$ 131,029.55	\$ 107,039.62	\$ 44,040.06	\$ 282,109.23
207	TOPSOIL	\$ 7,166.39	\$ 7,604.43	\$ 14,010.81	\$ 28,781.63
208	EROSION CONTROL	\$ 12,858.43	\$ 41,413.75	\$ 31,248.64	\$ 85,520.82
210	RESET STRUCTURES	\$ 48,468.60	\$ 18,595.23	\$ 26,385.54	\$ 93,449.37
212	SEEDING FERTILIZER SOIL CONDITIONER AND SODDING	\$ 2,872.50	\$ 2,965.65	\$ 4,315.90	\$ 10,154.05
213	MULCHING	\$ 957.50	\$ 6,316.71	\$ 1,420.10	\$ 8,694.31
214	PLANTING	\$ -	\$ -	\$ 2,674.23	\$ 2,674.23
216	SOIL RETENTION COVERING	\$ 2,146.50	\$ 2,385.00	\$ 5,724.00	\$ 10,255.50
217	HERBICIDE TREATMENT	\$ 20,161.83	\$ 20,161.83	\$ 20,161.83	\$ 60,485.49
300	BASES				
304	AGGREGATE BASE COURSE	\$ 121,731.51	\$ 113,298.34	\$ 16,703.55	\$ 251,733.40
400	PAVEMENTS				
403	Hot Mix Asphalt	\$ -	\$ 53,036.76	\$ 60,110.80	\$ 113,147.56
411	Asphalt Materials	\$ -	\$ 1,170.00	\$ 1,420.00	\$ 2,590.00
412	Portland Cement Concrete Pavement	\$ -	\$ 3,142.65	\$ -	\$ 3,142.65
420	Geotextile	\$ -	\$ 2,996.80	\$ 4,556.39	\$ 7,553.19
500	STRUCTURES				
506	Riprap	\$ 6,180.18	\$ 14,804.52	\$ 5,788.66	\$ 26,773.36
600	MISCELLANEOUS CONSTRUCTION				
603	Culverts and Sewers	\$ -	\$ 7,341.60	\$ 19,739.40	\$ 27,081.00
604	Manholes, Inlets and Meter Vaults	\$ -	\$ 43,004.52	\$ 11,737.29	\$ 54,741.81
607	Fences	\$ -	\$ 29,180.30	\$ 8,049.00	\$ 37,229.30
608	Sidewalks and Bikeways	\$ -	\$ 35,733.05	\$ -	\$ 35,733.05
609	Curb and Gutter	\$ -	\$ 1,053.60	\$ 1,892.55	\$ 2,946.15
610	Median Cover Material	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
612	Delineators and Reflectors	\$ -	\$ 300.00	\$ 440.00	\$ 740.00
613	Lighting	\$ 8,000.00	\$ 166,870.00	\$ 142,475.00	\$ 317,345.00
614	Traffic Control Devices	\$ -	\$ 3,520.00	\$ 1,280.00	\$ 4,800.00
621	Detour	\$ -	\$ 21,375.00	\$ -	\$ 21,375.00
627	Pavement Marking	\$ -	\$ 6,887.70	\$ 5,229.55	\$ 12,117.25
630	Construction Zone Traffic Control	\$ 2,585.56	\$ 17,391.53	\$ 19,077.36	\$ 39,054.45
910	GENERAL WORK SCOPES-AREA SPECIFIC	\$ 86,146.98	\$ 115,345.78	\$ 115,345.78	\$ 316,838.55
	CONSTRUCTION CONTINGENCY	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 90,000.00
	TOTAL	\$ 490,378.21	\$ 918,825.38	\$ 645,259.85	\$ 2,054,463.45

INDIRECTS					
ITEM #	DESCRIPTION	UPPER NORTH LOT	LOWER SOUTH LOT	INTERSECTION	TOTAL
1	CONTRACTOR REIMBURSABLES				
	PERFORMANCE AND PAYMENT BOND	\$ 4,163.00	\$ 7,493.40	\$ 4,995.60	\$ 16,652.00
	INSURANCE				
	BUILDERS RISK INSURANCE	\$ 83.50	\$ 150.30	\$ 100.20	\$ 334.00
	GENERAL LIABILITY INSURANCE	\$ 2,522.75	\$ 4,540.95	\$ 3,027.30	\$ 10,091.00
	PROFESSIONAL LIABILITY INSURANCE	\$ 142.00	\$ 255.60	\$ 170.40	\$ 568.00
	EXCESS/UMBRELLA LIABILITY INSURANCE	\$ 2,243.50	\$ 4,038.30	\$ 2,692.20	\$ 8,974.00
	CONTRACTOR'S ONSITE STAFF				
	PROJECT MANAGER	\$ 32,695.75	\$ 58,852.35	\$ 39,234.90	\$ 130,783.00
	PROJECT SUPERINTENDENT	\$ 24,742.25	\$ 44,536.05	\$ 29,690.70	\$ 98,969.00
	FIELD ENGINEER	\$ 13,333.75	\$ 24,000.75	\$ 16,000.50	\$ 53,335.00
	CONTRACTOR GENERAL CONDITIONS	\$ 38,378.60	\$ 69,081.48	\$ 46,054.32	\$ 153,514.40
2	CONTRACTOR FEE	\$ 36,521.00	\$ 67,906.47	\$ 47,233.56	\$ 151,661.03
	TOTAL	\$ 154,826.10	\$ 280,855.65	\$ 189,199.68	\$ 624,881.43

TOTAL COST OF WORK	\$ 645,204.31	\$ 1,199,681.04	\$ 834,459.53	\$ 2,679,344.88
TEXTURA	\$ 1,096.85	\$ 2,039.46	\$ 1,418.58	\$ 4,554.89
TOTAL COST OF PROJECT	\$ 646,301.16	\$ 1,201,720.50	\$ 835,878.11	\$ 2,683,899.77

Phase 2

CDOT SPECIFICATION DIVISION		UPPER NORTH LOT	TRADING POST ROAD SHOULDER WORK	TOTAL
Section	Description	Amount	Amount	Summary
200	EARTHWORK			
201	CLEARING AND GRUBBING	\$ 4,900.00	\$ 4,900.00	\$ 9,800.00
202	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	\$ 49,072.00	\$ 640.00	\$ 49,712.00
203	EXCAVATION AND EMBANKMENT	\$ 154,030.00	\$ 9,191.00	\$ 163,221.00
206	EXCAVATION AND BACKFILL FOR STRUCTURES	\$ 7,533.00	-	\$ 7,533.00
207	TOPSOIL	\$ 23,490.00	\$ 6,192.00	\$ 29,682.00
208	EROSION CONTROL	\$ 45,892.00	\$ 4,108.80	\$ 50,000.80
210	RESET STRUCTURES	\$ 24,377.00	\$ 3,100.00	\$ 27,477.00
212	SEEDING FERTILIZER SOIL CONDITIONER AND SODDING	\$ 28,385.10	\$ 13,968.50	\$ 42,353.60
213	MULCHING	\$ 1,225.45	-	\$ 1,225.45
214	PLANTING	\$ 116,180.00	\$ 2,100.00	\$ 118,280.00
216	SOIL RETENTION COVERING	\$ 7,829.20	\$ 5,492.40	\$ 13,321.60
218	NOXIOUS WEED MANAGEMENT	\$ 2,800.00	\$ 1,800.00	\$ 4,600.00
300	BASES			
304	AGGREGATE BASE COURSE	\$ 45,468.00	\$ 5,180.00	\$ 50,648.00
306	RECONDITIONING	\$ 19,800.00	-	\$ 19,800.00
400	PAVEMENTS			
403	HOT MIX ASPHALT	\$ 446,756.00	-	\$ 446,756.00
409	SEAL COAT	\$ 65,018.00	-	\$ 65,018.00
411	ASPHALT MATERIALS	\$ 26,949.00	-	\$ 26,949.00
412	PORTLAND CEMENT CONCRETE PAVEMENT	\$ 1,440.00	-	\$ 1,440.00
420	GEOSYNTHETICS	\$ 4,509.50	\$ 238.00	\$ 4,747.50
500	STRUCTURES			
506	RIPRAP	\$ 9,316.00	\$ 1,470.00	\$ 10,786.00
514	PEDESTRIAN AND BIKEWAY RAILING	\$ 5,250.00	-	\$ 5,250.00
600	MISCELLANEOUS CONSTRUCTION			
601	STRUCTURAL CONCRETE	\$ 50,473.00	-	\$ 50,473.00
602	REINFORCING STEEL	\$ 4,580.90	-	\$ 4,580.90
603	CULVERTS AND SEWERS	\$ 285,560.50	\$ 8,450.00	\$ 294,010.50
604	MANHOLES, INLETS, AND METER VAULTS	\$ 747,400.00	-	\$ 747,400.00
605	SUBSURFACE DRAINS	\$ 1,870.00	-	\$ 1,870.00
607	FENCES	\$ 10,716.00	\$ 4,352.00	\$ 15,068.00
608	SIDEWALKS AND BIKEWAYS	\$ 54,308.00	-	\$ 54,308.00
609	CURB AND GUTTER	\$ 47,648.00	\$ 96.24	\$ 47,744.24
612	DELINEATORS AND REFLECTORS	\$ 220.00	-	\$ 220.00
613	LIGHTING	\$ 372,660.00	-	\$ 372,660.00
614	TRAFFIC CONTROL DEVICES	\$ 2,375.00	-	\$ 2,375.00
625	CONSTRUCTION SURVEYING	\$ 34,700.00	\$ 7,300.00	\$ 42,000.00
626	MOBILIZATION	\$ 258,600.00	\$ 14,600.00	\$ 273,200.00
627	PAVEMENT MARKING	\$ 117,028.00	-	\$ 117,028.00
628	CONSTRUCTION AS-BUILTS	\$ 6,400.00	\$ 1,500.00	\$ 7,900.00
630	CONSTRUCTION ZONE TRAFFIC CONTROL	\$ 26,208.00	\$ 1,121.00	\$ 27,329.00
635	CONTRACTOR QUALITY CONTROL	\$ 41,600.00	-	\$ 41,600.00
	OWNER'S CONTINGENCY	\$ 41,732.77	\$ 5,244.87	\$ 46,977.64
	CONSTRUCTION CONTINGENCY	\$ 144,065.00	\$ 11,000.00	\$ 155,065.00
	TOTAL	\$ 3,338,365.42	\$ 112,044.81	\$ 3,450,410.23

INDIRECTS				
ITEM #	DESCRIPTION	UPPER NORTH LOT	TRADING POST ROAD	TOTAL
1	CONTRACTOR REIMBURSABLES			
	PERFORMANCE AND PAYMENT BOND	\$ 26,425.00	\$ 980.00	\$ 27,405.00
	INSURANCE			
	BUILDERS RISK INSURANCE	\$ 755.00	\$ 28.00	\$ 783.00
	GENERAL LIABILITY INSURANCE	\$ 14,345.00	\$ 532.00	\$ 14,877.00
	PROFESSIONAL LIABILITY INSURANCE	\$ 755.00	\$ 28.00	\$ 783.00
	EXCESS/UMBRELLA LIABILITY INSURANCE	\$ 12,835.00	\$ 476.00	\$ 13,311.00
	CONTRACTOR'S ONSITE STAFF			
	PROJECT MANAGER	\$ 130,340.00	\$ 6,860.00	\$ 137,200.00
	PROJECT SUPERINTENDENT	\$ 105,355.00	\$ 5,545.00	\$ 110,900.00
	FIELD ENGINEER	\$ 68,167.25	\$ 3,587.75	\$ 71,755.00
	CONTRACTOR GENERAL CONDITIONS	\$ 79,990.00	\$ 4,210.00	\$ 84,200.00
2	CONTRACTOR FEE	\$ 189,852.75	\$ 9,992.25	\$ 199,845.00
	TOTAL	\$ 628,820.00	\$ 32,239.00	\$ 661,059.00

TOTAL COST OF WORK	\$ 3,967,185.42	\$ 144,283.81	\$ 4,111,469.23
TOTAL COST OF PROJECT	\$ 3,967,185.42	\$ 144,283.81	\$ 4,111,469.23

PHASE 1 COST OF PROJECT	\$ 2,683,899.77
PHASE 2 COST OF PROJECT	\$ 4,111,469.23
TOTAL PROJECT COST	\$ 6,795,369.00

Construction Cost Summary Conditions/Exclusion/Qualifiers

1. All work highlighted in blue is based on SEMA Construction (SEMA) self-performance estimate of the required workscope and scheduling for the project. At a later date, these workscope items will be subdivided into logical bid packages for subcontractor pricing. Anticipated subcontractor packages are anticipated to include the following:
 - Earthwork: Surface removals, earthwork, grading, erosion control and base course.
 - Drainage and Utilities: Subsurface removals, storm drainage systems and water utilities.
 - Concrete Structure: Concrete walls, pads, trench drain.
 - Surveying.
2. Excavation is suitable for use as embankment fill. Embankment in the top 2 feet below pavement or flatwork shall have no material greater than 6-inches in any single dimension. Processing or selective excavation may be necessary for material placed as embankment per specifications.
3. Rock excavation limited to quantities and scope indicated in bidding documents and based on available geotechnical data and defined per CDOT Specifications, Section 203.02(d).
4. Excludes handling, transport, and disposal of hazardous materials. All work may be performed in PPE no more restrictive than Class D.
5. All warranties limited to 1 year from substantial completion of all major work, except landscape work which will be maintained for 24 months from completion date of planting. Chip seal and other related Upper North parking lot surface treatments will occur after issuance of substantial completion for predecessor major construction work. Warranty on chip seal will begin 1 year after completion of chip seal application.
6. Excludes all City and County of Denver permit fees. Excludes Jefferson County security deposit (performance guarantee) associated with Grading Permit Application.
7. Excludes work by a licensed stone mason per specifications as there appears to be no local or state licensing system for this trade.
8. Chip seal pricing based brown-colored rock chips obtained from on TXI (Highway 93) aggregate source. If color or material properties do not meet Owner requirements, additional costs for alternate material sources may apply.
9. Chip seal will be installed between the months of May and September (summer time installation). Installation at later dates may void warranty and result in higher costs.
10. Owner to provide AutoCAD files associated with issued for construction plans.
11. Water tank to be substantially drained by Owner prior to demolition. Dewater and chlorine dissipation excluded.

12. Pricing assumes water for landscape establishment will be from Owner provided hydrant source at no cost to landscape contractor.
13. Assumes Landscape Boulders may be salvaged from existing boulder stockpiles located onsite. Boulder size not to exceed 3' average dimensions.
14. Textura fees will not be paid by subcontractors or suppliers associated with this contract.
15. Topsoil pricing for Upper North Lot assumes import of screened commercial topsoil for planter beds.
16. Construction Contingencies calculated based on Risk Register assessment (attached). Construction Contingency dollars are owned by City and County of Denver. SEMA may invoice against Construction Contingency accounts by Change-Order process to the extent that the Risk Register impact occurs as approved by City and County of Denver, and to the extent as not to exceed the GMP. SEMA will be allowed to assess the Contract specified Contractor's Fee as an applied mark-up on the approved change-order amount.