

CM/GC CONSTRUCTION CONTRACT

S. PLATTE RIVER VISION GRANT-FRONTIER/OVERLAND PARK + VANDERBILT/JOHNSON- HABITAT PARKS

AMENDATORY AGREEMENT

THIS AGREEMENT is made 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 **ECI SITE CONSTRUCTION MANAGEMENT, INC.** with an address of 2526 14th St. S.E., Loveland, Colorado 80537, hereinafter referred to as the "**CONTRACTOR**", party of the second part.

RECITALS:

A. The City and the Contractor entered into an Agreement dated March 5, 2014 to renovate and upgrade existing park and trail facilities and construct enhancements to the South Platte River in order to improve habitat and access to the river, upgrade the regional trail and enhance adjacent parks along the corridor collectively known as S. Platte River Vision –Grant-Frontier/Overland Park + Vanderbilt/Johnson-Habitat Parks PROJECT NO PRC 2013-8001.

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

1. Paragraph 9.22, entitled "**Indemnification**" is hereby added to the Contract to read as follows:

9.22 Indemnification:

9.22.1 To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, the State of Colorado Department of Public Health and Environment ("CDPHE"), and The Greenway Foundation ("TGF") and their respective appointed and elected officials, agents and employees, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City, CDPHE and TGF.

9.22.2 Contractor's duty to defend and indemnify City, CDPHE and TGF shall arise at the time written notice of the Claim is first provided to City, CDPHE and TGF regardless

of whether suit has been filed and even if Contractor is not named as a Defendant.

9.22.3 Contractor will defend any and all Claims which may be brought or threatened against City, CDPHE and TGF and will pay on behalf of City, CDPHE and TGF any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City, CDPHE and TGF shall be in addition to any other legal remedies available to City, and shall not be considered City's, CDPHE's and TGF's exclusive remedy.

9.22.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's, CDPHE's and TGF's protection.

9.22.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

[SIGNATURE PAGE TO 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-201414633-01

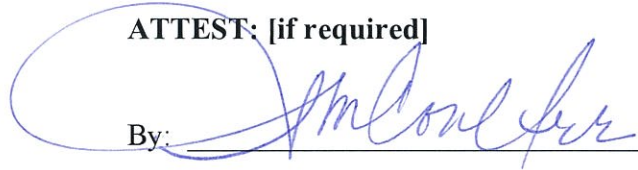
Contractor Name: ECI SITE CONSTRUCTION MGMT INC

By:  _____

Name: TED JOHNSON FOR ECI
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By:  _____

Name: Sekna Couther
(please print)

Title: Secretary/Treasurer
(please print)

