

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 **RHINOTRAX CONSTRUCTION, INC.**, (the "Contractor"), a Colorado corporation, whose address is 4161 Mulligan Street, Longmont, Colorado 80504.

WITNESSETH:

WHEREAS, the City and Contractor entered into an on-call Construction Services Agreement dated July 21, 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 and to revise the delegation of authority.

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 in its entirety 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 **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)**, 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 **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)**, 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. Section SC-2 of the Special Contract Conditions, entitled "**CITY DELEGATION OF AUTHORITY**", is hereby amended to read in its entirety as follows:

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City

official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works / Engineering Division,

<u>Project Manager</u>	<u>Telephone</u>
City Project Manager Michael Sheehan	720-865-2664

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

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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:

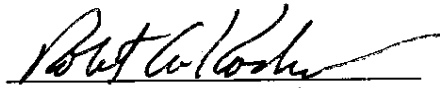
CITY AND COUNTY OF DENVER

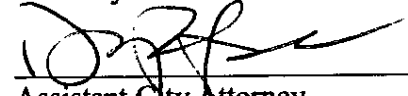
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

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:

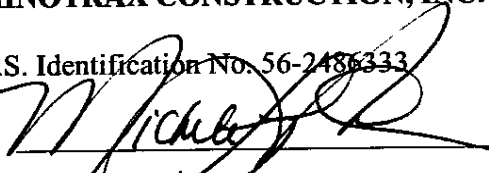
By: _____
Manager of Finance
Contract Control No. OC94026(1)

By: _____
Auditor

“CITY”

RHINOTRAX CONSTRUCTION, INC.

(I.R.S. Identification No. 56-2486333)

By: 
Title President

“CONTRACTOR”