

**AMENDATORY CONTRACT AND AGREEMENT**

**THIS AMENDATORY CONTRACT AND AGREEMENT**, 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, hereinafter referred to as the "**CITY**", party of the first part, and **CONSOLIDATED DIVISIONS, INC.**, with an address of 5585 West Airport Road, Sedalia, Colorado 80135, 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 9, 2010, (the "Contract");

**WHEREAS**, the City and the General Contractor desire to amend the Agreement to change the participation goal of the Minority/Women Owned Business Enterprise program requirements;

**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 **One million five hundred thousand Dollars and No cents (\$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. 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 Contract is subject to all applicable provisions of Divisions I and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a

minimum, meet the participation goal of ten percent (10%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved M/WBE Compliance Plan (attached and incorporated herein as *Exhibit D*). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.”

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**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.

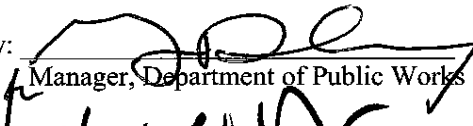

**ATTEST:**

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

**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

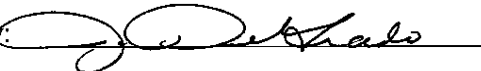
**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance

Contract Control No. OC02017(1)

By: \_\_\_\_\_  
Auditor  
"CITY"

**CONSOLIDATED DIVISIONS, INC.**  
Taxpayer (IRS) I.D. No. 84-1298847

By:   
Name: James DeGrado  
(please print)  
Title: President

**"GENERAL CONTRACTOR"**



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2011

DATE (MM/DD/YYYY)  
6/1/2010

**PRODUCER** Lockton Companies, LLC Denver  
8110 E Union Avenue  
Suite 700  
Denver CO 80237  
(303) 414-6000

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED** CD Inc.  
1055025 Consolidated Divisions, Inc.  
5585 W. Airport Road  
Sedalia, CO 80135

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Company	25658
INSURER B: Travelers Property Casualty Co of America	25674
INSURER C: Pinnacol Assurance Company	41190
INSURER D:	
INSURER E:	

**COVERAGES** CONDI03 VX

**THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DTC07884P11A10IND	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT8107884P11A10TIL	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	DTSMCUP7884P11A10TIL	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	4069626	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy and Business Automobile Liability policy.

**RECEIVED**

JUN - 3 2010

**CERTIFICATE HOLDER**

10794354

City and County of Denver  
Dept. of Parks and Recreation  
201 W. Colfax Avenue, Department 602  
Denver CO 80202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*