

**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 **LANDTECH CONTRACTORS, INC.**, with an address of 525 North Laredo Street, Aurora, Colorado 80011, 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 require that the Contractor maintain the level of M/WBE participation it committed to during the selection process;

**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 16, 2010 to March 15, 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 1 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". 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 level of minority and Woman business enterprise participation, 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.

**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.

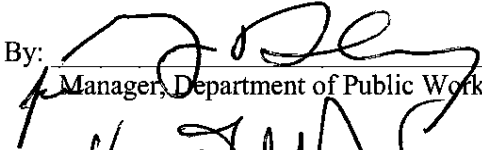
**ATTEST:**

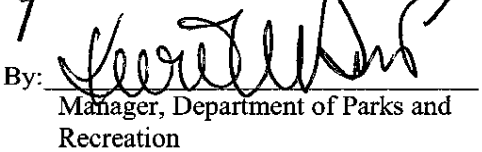
**CITY AND COUNTY OF DENVER:**

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

By: \_\_\_\_\_  
M A Y O R

**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

**REGISTERED AND COUNTERSIGNED:**

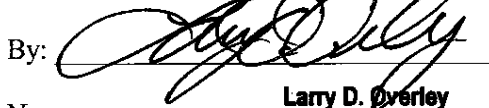
By: \_\_\_\_\_  
Manager of Finance

Contract Control No. OC02016(1)

By: \_\_\_\_\_  
Assistant City Attorney

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

LANDTECH CONTRACTORS, INC  
Taxpayer (IRS) I.D. No. 84-1260921

By: 

Name: Larry D. Overley  
(please print) President / CEO  
Title: LANDTECH CONTRACTORS, INC

**"GENERAL CONTRACTOR"**

PRODUCER  
Forsberg Engerman Company  
3575 S. Sherman St.  
Englewood CO 80113  
Phone: 303-762-1717

INSURED  
Landtech Contractors Inc  
Landtech Services LLC  
Attn: Larry Overley  
525 N Laredo St  
Aurora CO 80011-9214

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.

| INSURERS AFFORDING COVERAGE           | NAIC # |
|---------------------------------------|--------|
| INSURER A Central Mutual Insurance Co |        |
| INSURER B Colorado Casualty           |        |
| INSURER C Pinnacol Assurance          |        |
| INSURER D                             |        |
| INSURER E                             |        |

COVERAGES

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 | ADDL INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------|------------|---|---------------|----------------------------------|-----------------------------------|---|
| A        | X          | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br>GENL AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CLP8880565    | 01/01/10                         | 01/01/11                          | EACH OCCURRENCE \$ 1000000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADV INJURY \$ 1000000<br>GENERAL AGGREGATE \$ 2000000<br>PRODUCTS - COM/PROP AGG \$ 2000000 |
| B        | X          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | BA8744715     | 01/01/10                         | 01/01/11                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000<br>BODILY INJURY * (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          |            | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY AGG \$  |
| A        |            | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10000   | CXS8880594    | 01/01/10                         | 01/01/11                          | EACH OCCURRENCE \$ 5000000<br>AGGREGATE \$ 5000000<br>\$<br>\$  |
| C        |            | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes describe under SPECIAL PROVISIONS below<br>OTHER   | 2257602       | 10/01/09                         | 10/01/10                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER<br>EL EACH ACCIDENT \$ 1000000<br>EL DISEASE - EA EMPLOYEE \$ 1000000<br>EL DISEASE - POLICY LIMIT \$ 1000000               |
| A        |            | Scheduled Equip   | CLP8880565    | 01/01/10                         | 01/01/11                          | Limit \$811611  |
| A        |            | Leased/Rented Equip   | CLP8880565    | 01/01/10                         | 01/01/11                          | Limit \$200000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City & County of Denver, its elected & appointed officials, employees & volunteers are named as additional insured with regards to the commercial general liability & business automobile liability policy.  
 Inland marine contractors plus endorsement form 7-1365 05/09 includes blanket installation floater coverage: \$100000 limit. -->

| CERTIFICATE HOLDER  | CANCELLATION  |
|---|---|
| CITY&C4<br><br>City & County of Denver<br>Dept of Parks & Recreation<br>201 W Colfax Ave Dept 602<br>Denver CO 80202-5328 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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.<br>AUTHORIZED REPRESENTATIVE<br> |