

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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 **MUNDUS BISHOP DESIGN, INC.**, a Colorado corporation, whose address is 333 West Colfax Avenue, Suite 350, Denver, Colorado 80204 (the "Consultant").

WITNESSETH:

WHEREAS, the City identified a need for a qualified contactor to secure the "readily available" professional planning and related consulting services for Projects assigned on as "as-needed" basis; and

WHEREAS, the City and the Consultant previously entered into an Agreement dated October 30, 2007 and as amended March 25, 2008, June 30, 2009, and April 6, 2010 (collectively the "Agreement"); and

WHEREAS, the City and the Consultant mutually desire to amend the Agreement to extend the term;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the City and the Consultant agree as follows:

1. That Subparagraph 1 of Paragraph D of Article VI of the Agreement, entitled "TERM AND TERMINATION," is amended to read as follows:

"D. TERM AND TERMINATION.

1. The term of this Agreement shall commence October 1, 2007 and end December 31, 2010. However, nothing contained herein shall preclude the Consultant from completing any task order authorized prior to the expiration of this Agreement and the Agreement shall be extended until the completion and payment for all such authorized tasks."

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

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendatory Agreement as of the day and year first written above.

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: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of Parks and Recreation

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. OC71230(4)

By: _____
Assistant City Attorney

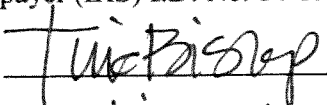
By: _____
Auditor

“CITY”

ATTEST:

MUNDUS BISHOP DESIGN, INC.,
a Colorado corporation
Taxpayer (IRS) I.D. No. 84-1502643

By: _____
Title: _____

By: 
Name: Tina Bishop
Title: President

“CONSULTANT”

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2010

PRODUCER (303) 756-9909 FAX: (303) 756-8818
Keller-Lowry Insurance Inc
 1777 S Harrison St #700
 Denver CO 80210
 INSURED
MUNDUS BISHOP DESIGN INC
 333 W COLFAX AVE. STE 350
 #350
 DENVER CO 80204

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: Hartford Casualty		29424
INSURER B: Pinnacol Assurance		41190
INSURER C: U.S. Specialty Insurance		29599
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT AI PER <input checked="" type="checkbox"/> SS00080405 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	34SBWGE8096	5/1/2010	5/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input 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	34SBWGE8096 NO OWNED AUTOS	5/1/2010	5/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4007799	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER PROFESSIONAL LIABILITY	US091280203	1/12/2010	1/12/2011	PER AGGREGATE \$1,000,000 PER CLAIM \$1,000,000 DED \$15,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Denver Parks
 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

CERTIFICATE HOLDER

City and County of Denver
 Dept of Parks & Recreation
 Attn: Linda Kay Nevded
 201 West Colfax Ave
 Dept 602
 Denver, CO 80202-5328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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
 T Sibelius, CIC/TMH

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.