

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **HYDROSYSTEMS-KDI, INC.**, (“Construction”) collectively the “Parties”.

RECITALS:

A. The Parties entered into an agreement executed on or about February 5, 2019 (“Agreement”) for the performance of certain obligations set forth in that Agreement; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed to revise the requirements therein.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 5.07. of the Agreement entitled “**Insurance**” at subparagraph (f) is amended to read as follows:

“**Workers’ Compensation/Employer’s Liability Insurance**: Design Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Design Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Design Consultant’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Design Consultant executes this Agreement.”

2. This First Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

3. **Electronic Signatures and Electronic Records**. Design Consultant consents to the use of electronic signatures by the City. The Amendatory Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Amendatory Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: PARKS-201947005-01 -- 201950391
Contractor Name: HYDROSYSTEMS INCORPORATED

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

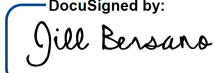
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PARKS-201947005-01 -- 201950391
HYDROSYSTEMS INCORPORATED

DocuSigned by:

By: 0ABDEC14FA214E8...

Name: Jill Bersano
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)