FIRST AMENDMENT TO
CONTRACT SERVICES AGREEMENT

THIS FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "**Amendment**") is made and entered into, effective as of the date set forth on the City's signature page below ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**") and **SUMMIT SERVICES, INC.**, a Colorado corporation, whose address is P.O. Box 732, Morrison, Colorado 80465 (the "**Contractor**"), which may be individually referred to herein as a "Party" or jointly referred to as the "Parties".

RECITALS

A.   The City and the Contractor entered into an agreement dated June 16, 2014 (Contract Control # PARKS-201415856) for the performance of median area maintenance services.

B.   The Parties now desire to amend said Agreement to add services and compensation funds.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

A.   Section 1 of the Agreement is amended to read as follows:

1.   <u>**WORK TO BE PERFORMED:**</u>

A.   <u>Median Area Maintenance Services</u>: The Contractor shall diligently and skillfully perform the median area maintenance services and provide and/or install the goods and materials described in the Statement of Work in **<u>Exhibit A</u>** attached to the Agreement as supplemented by the **Additional Work Items** attached to this Amendment and in accordance with the rates and schedule attached hereto as **<u>Exhibit B</u>** as supplemented by the **Attachment A Pricing Sheet for April Activities** attached to the Amendment (the "**Work**"), all of which are incorporated herein by this reference. This Agreement is based on Formal Proposal No. 0630A,

Median Area Maintenance Services – Parks and Recreation issued on March 12, 2014, and responded to by Contractor on March 27, 2014.

        B.   Sub-sections 4.A. and B. of the Agreement are amended to read as follows:

        4.   **COMPENSATION AND PAYMENT:**

        A.   Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor during the term of this Agreement shall in no event exceed a sum of One Million One Hundred Twenty-Eight Thousand Four Hundred and Two Dollars ($1,128,402.00), unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

        B.   Conditions of Payment: Monthly requests for payment must be submitted by the Contractor to the Department fully documenting and itemizing the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B** attached to the Agreement and the attachments to this Amendment. The request for payment shall affirmatively represent that: i) all of the specified Work has been fully performed and completed and any Deficiency Notice has been satisfied; ii) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of section 13 below have been fully complied with; iii) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and iv) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Manager in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Manager under sub-section 5.E.2) below and the costs of any repair or replacement of property as specified in sub-section 2.D above. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

C.   Except as amended herein, the Agreement is ratified and affirmed by the Parties and shall remain in full force and effect.

Contract Control Number:

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:

                                                        By_____

By_____

                                                        By_____

Contract Control Number: PARKS-201415856-01

Contractor Name: SUMMIT SERVICES INC

By: _____

Name: _MARK FREDERICK_____
    (please print)

Title: _President_____
    (please print)

ATTEST: [if required]

By: _____

Name: _KELLI KRAHN_____
    (please print)

Title: _OFFICE MANAGER_____
    (please print)

ADDITIONAL WORK ITEMS

1. *MOWING AND GROUNDS MAINTENANCE:*

All mowing services shall include removal of all trash, debris, and dead vegetation from site before mowing services are performed.   Trimming shall occur around all obstacles. Adjoining sidewalks curb lines, and hard edges are to be edged **monthly**. All remaining debris is to be removed from the site as needed.   Round-Up or a similar authorized product shall be used to curtail any vegetation encroaching in or on hardscape areas.   To be included two (2) times in April 2016.

2. *BED PRE-EMERGENT AND POST-EMERGENT WEED CONTROL:*

Broadleaf and grassy weeds will be controlled by chemical and/or manual methods in the bed areas and sidewalk cracks. To include one (1) pre-emergent application and two (2) weed control frequencies for April 2016.

3. *TRASH PICK-UP AND OFF-SITE DISPOSAL:*

Trash and litter shall be removed from shrub bed areas two times in the month of April 2016. Trash and litter in turf areas shall be removed two (2) times in the month of April 2016.

0630 Median Area Maintenance Services
Attachment A - Pricing Sheet for April Activities

Location	District	Base or Alt	Work Items	Frequency	Fixed Monthly Equip Cost	Monthly Labor Cost	Total Monthly Billable Cost (Fixed Equip Cost + Labor Cost)
Various Sites	All	Base	1 - Mowing & Grounds Maint	2	$4,500.00	$40,500.00	$45,000.00
			4 - Bed Post and Preemergent	2			
			6 - Trash Pick up and Disposal	2			