

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ROOT TREE SERVICE, LLC**, a Colorado corporation, (the “Contractor”), jointly “the parties.”

### RECITALS

**A.** The Parties entered into an Agreement dated July 11, 2017 (the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A thereto; and

**B.** The Parties wish to amend the Agreement to update the Rates, extend the Term and increase the Maximum Contract Amount.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** All references to “Exhibit B” in the existing Agreement shall be replaced with Exhibit B-1.” The Rates marked as Exhibit B-1 are attached hereto and incorporated herein by this reference.

**2.** Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM:** The term of the Agreement runs from June 1, 2017 until June 1, 2020 or until the Maximum Contract Amount specified in sub-section 4.A below is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“Term”). If the time needed to complete any Task Notice or amended Task Notice extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Task Notice or amended Task Notice; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.”

**3.** Section 4 (A) of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is amended to read as follows:

“**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that Task Notices or amended Task Notices with Work Project

Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Task Notices and amended Task Notices shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

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

5. This 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.

**[SIGNATURE PAGES FOLLOW]**

**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-201735111-01

Contractor Name: ROOT TREE SERVICE LLC

By: Brendan Zarnoch / Root Tree Service LLC

Name: Brendan Zarnoch  
(please print)

Title: COO  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Exhibit B-1

Item Number	Description	
1A	Tree Pruning on the Public Right-of-Way and Public Property	
	Price Per Inch at DBH:	28.21
1B	Tree Pruning on Private Property - Open Access	
	Open Access Price Per Inch at DBH:	26.96
1C	Tree Pruning on Private Property - Closed Access	
	Closed Access Price Per Inch at DBH:	28.21
2A	Tree Removal on Public Right-of-Way and Public Property	
	Price Per Inch at DBH:	41.96
2B	Tree Removal on Private Property	
	Open Access Price Per Inch at DBH:	43.21
2C	Tree Removal on Private Property	
	Closed Access Price Per Inch at DBH:	44.46
3	Removal of existing unpermitted stumps located in the Public Right-of-Ways, in Parks, or on other City property	
	Price Per Diameter Inch at Six (6) Inches Above Ground Surface:	22.18
4	Emergency Services	
	Price Per Standard Emergency Hour:	390.63/585.95
5	Debris Removal Services	
	Price Per Standard Hour:	390.63/585.95
6	Payment and Performance Bond – Total cost to provide \$10,000 Bond or Letter of Credit (The City intends to reimburse up to \$1000 for the verified actual cost.)	
		\$0