

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **KEESEN LANDSCAPE MANAGEMENT, INC.**, a Colorado corporation (the “Contractor”), jointly “the Parties.”

RECITALS

A. The Parties entered into an Agreement dated May 2, 2018; and a First Amendatory Agreement dated January 19, 2021 (the “Agreement”) for the performance of certain work set forth in that Agreement and the exhibits thereto; and

B. The Parties now wish to amend the Agreement to increase the maximum contract amount and to modify the exhibits to the Agreement.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read “Exhibit A and Exhibit A-1, as applicable.” The added Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. All references to “Exhibit B” in the existing Agreement shall be amended to read “Exhibit B and Exhibit B-1, as applicable.” The added Exhibit B-1 is attached hereto and incorporated herein by this reference.

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is amended to read as follows:

“**A.** Maximum Contract Amount: The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for the Work rendered and costs incurred (including all "out-of-pocket" expenses) during the term of this Agreement a sum not to exceed **ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SIX DOLLARS AND THIRTEEN CENTS (\$1,775,806.13)**, which amount shall not be exceeded 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. All Work is subject to inspection by the City prior to payment.”

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

5. This Second 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: PARKS- 201840662-02 / 202261777
Contractor Name: KEESEN LANDSCAPE MANAGEMENT, INC.

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- 201840662-02 / 202261777
KEESEN LANDSCAPE MANAGEMENT, INC.

By:  _____
3A8E4C615A8C400...

Name: Bradley Schuster
(please print)

Title: Branch Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1WORK LOCATIONS FOR LANDSCAPE MEDIANS/
ROW CONTRACTED SERVICE BIDEast District:

- | | |
|--|-----------|
| 1. 1 st Avenue (University to Steele) | 4,5,6 |
| 2. Crestmoor Entry Medians: | |
| 3. 1 st /Holly St | 1,2,3,4,6 |
| 4. 3 rd /Holly St | 1,2,3,4,6 |
| 5. Crestmoor Dr/Ivanhoe St | 4,6 |
| 6. Crestmoor Dr/Jasmine St | 4,6 |
| 7. 6 th Ave/Karmeria St | 1,2,3,4,6 |
| 8. 6 th Ave/Locust St | 1,2,3,4,6 |
| 9. 4 th Ave/Monaco | 1,2,3,4,6 |
| 10. 1 st Ave/Monaco | 1,2,3,4,6 |
| 11. Locust Ln/Locust St | 1,2,3,4,6 |

Northeast District:

- | | |
|--|---------------------------|
| 12. Tower Road Raised median Beds From 43 rd
to 45th | 4,5,6 |
| 13. Quebec Form Alameda to 1 st | 1,2,3,4,5,6 |
| 14. Memphis North of 49th | Weed/Mow 4x, Trash weekly |

Southwest District:

- | | |
|-------------------------------------|-------------|
| 15. Williams to University on Evans | 4,5,6 |
| 16. Franklin to High on Buchtel | 1,2,3,4,5,6 |
| 17. High to University on Buchtel | 1,2,3,4,5,6 |

EXHIBIT B-1**Median Area Maintenance Services**

PRICING SHEET

Location	District	Fixed Monthly Equipment Cost	Monthly Labor Cost	Total Monthly Billable Cost (Fixed Equipment Cost + Labor Cost)
1st Avenue University to Steele	SW	\$58.08	\$232.31	\$290.39
Franklin to High on Buchtel	SW	\$50.57	\$202.29	\$252.86
High to University on Buchtel	SW	\$47.71	\$190.86	\$238.57
Williams to Franklin on Evans	SW	\$43.56	\$174.23	\$217.79
1st/Holly	E	\$18.68	\$74.70	\$93.38
3rd/Holly	E	\$18.68	\$74.70	\$93.38
Crestmoor/Ivanhoe	E	\$14.52	\$58.08	\$72.60
Crestmoor/Jasmine	E	\$14.52	\$58.08	\$72.60
6th Ave/Krameria	E			

		\$18.68	\$74.70	\$93.38
6th Ave/Locust	E	\$18.68	\$74.70	\$93.38
4th Ave/Monaco	E	\$18.68	\$74.70	\$93.38
1st Ave/Monaco	E	\$18.68	\$74.70	\$93.38
Locust Ln/Locust St	E	\$36.05	\$144.21	\$180.26
Tower Raiser Median Beds 43rd to 45th	NE	\$36.86	\$147.43	\$184.29
Quebec from Alameda to 1st	NE	\$83.01	\$332.05	\$415.06
Memphis North of 49th	NE	\$55.76	\$223.03	\$278.79
GVR Blvd from Chambers to Pena	NE	\$141.76	\$567.03	\$708.79
56th Ave	NE	\$88.84	\$355.34	\$444.18
Rampart Way from Roundabout Lowry Blvd to Academy	NE			

		\$37.35	\$149.40	\$186.75
Yosemite from Lowry to 11th Ave	NE	\$128.68	\$514.70	\$643.38