

**SECOND AMENDMENT TO
CONTRACT SERVICES AGREEMENT**

THIS SECOND 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 City and the Contractor executed a First Amendment to Contract Services Agreement on March 9, 2016, (Contract Control # PARKS-201415856-01) to add services and to add compensation.

C. The Parties now desire to amend said Agreement to extend the term and add compensation funds.

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

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

3. TERM: The term of the Agreement commences on the Effective Date of this Agreement and expires on October 31, 2017, 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**”).

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 Five Hundred Thirty-Four Thousand Five Hundred Thirty-Six Dollars and Zero Cents (\$1,534,536.00), 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 the First 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 and its Amendments. 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-201415856-02

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)

