

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
“On-Call Services”**

THIS FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(“**Amendment**”) is made and entered, 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 Colorado municipal corporation (the “**City**”) and **BEAR CREEK LANDSCAPING & TREE SERVICE LLC**, a Colorado limited liability corporation, with an address of 3360 South Knox Court, Englewood, Colorado 80110 (the “**Contractor**”), both of which parties may be individually referred to in this Agreement as a “**Party**” or jointly referred to as the “**Parties**”.

RECITALS

WHEREAS, the City and the Contractor entered into a Contract Services Agreement dated June 16, 2014 (Contract Control # PARKS-201416480) (the “**Agreement**”) for the provision of tree maintenance services on an “on-call” basis; and

WHEREAS, by this Amendment, the City and the Contractor desire to increase the Maximum Contract Amount of the Agreement;

NOW, THEREFORE, 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:

SECTION I: That paragraph 4.A. of the Agreement is hereby 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 shall in no event exceed the sum of Seven Hundred Forty-Five Thousand Dollars (\$745,000.00), 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.

SECTION II: Except as amended herein, the Agreement is hereby ratified and affirmed 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-201416480-01

Contractor Name: BEAR CREEK LANDSCAPING & TREE SERVICE

By: William Macaluso

Name: William Macaluso
(please print)

Title: Owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

