

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

THIS THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT

(“**Third Amendment**”) is made and entered, and effective as of the date set forth below on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **SMITH ENVIRONMENTAL, INC., d/b/a SMITH ENVIRONMENTAL AND ENGINEERING**, a Colorado corporation, with an address of 1490 West 121st Avenue, Westminster, Colorado 80234 (the “**Contractor**”), either of which may be individually referred to as a “**Party**” or jointly referred to as the “**Parties**”.

WHEREAS, the City and the Contractor entered into a Contract Services Agreement dated December 19, 2011, as amended May 7, 2013 (Contract Control No. PARKS-201103346) (“**Agreement**”) for the provision of on-call ecological services; and

WHEREAS, the City and the Contractor desire to set the Agreement, as amended by this Third Amendment, to expire on February 8, 2016, and to add \$100,000 to the Compensation under the Agreement;

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:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

3. **TERM:** The term of the Agreement runs from the Effective Date of the Agreement through February 8, 2016, or until the Maximum Contract Amount specified in subsection 4.A. below is expended, whichever occurs sooner, unless the Agreement is terminated earlier as provided in this Agreement or extended as provided in a separate amendment to this Agreement (“**Term**”). If the term of any Work Order or Work Order Change extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Work Order or Work Order Change.

2. Sub-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 Five Hundred Fifty Thousand Dollars (\$550,000.00), 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 Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to or executed with the Contractor. Issued Work Orders or Work Order Changes 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.

3. Except as amended herein, the Agreement is affirmed and ratified 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-201103346-03

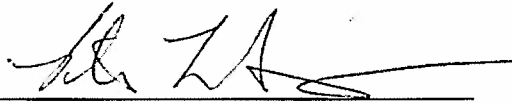
Contractor Name: Smith Environmental, Inc. d/b/a Smith
Environmental and Engineering

By: 

Name: Lancia Smith
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Peter L. Smith
(please print)

Title: Vice President
(please print)

