

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 **SAVATREE, LLC. DBA SWINGLE TREE AND LANDSCAPE CARE, INC.**, 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 and extend the Term.

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 July 11, 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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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-201735118-01

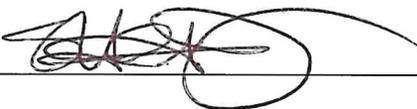
Contractor Name: SWINGLE LAWN TREE LANDSCAPE CARE

By: 

Name: Donald C Becker
(please print)

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: 

Name: STANLEY HOLAT JR.
(please print)

Title: DISTRICT SALES MANAGER
(please print)



EXHIBIT B-1

Swingle / Saw Tree

Item Number	Description	
1A	Tree Pruning on the Public Right-of-Way and Public Property	
	Price Per Inch at DBH:	\$43.75
1B	Tree Pruning on Private Property - Open Access	
	Open Access Price Per Inch at DBH:	\$43.75
2A	Tree Removal on Public Right-of-Way and Public Property	
	Price Per Inch at DBH:	\$81.25
2B	Tree Removal on Private Property	
	Open Access Price Per Inch at DBH:	\$81.25
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:	\$16.25
Payment and Performance Bond – Proposers must include total cost to provide \$10,000 Bond or Letter of Credit <i>(note: only one bond cost line item will be reimbursed if proposer is awarded more than one Group)</i>		