

## REVIVAL AND AMENDATORY AGREEMENT

This **REVIVAL AND AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO DESIGNSCAPES, INC.**, a Colorado corporation whose address is 15440 E. Fremont Dr., Centennial, CO 80112 (the “**Contractor**”, and collectively with the City, “the **Parties**”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated June 25, 2020 (the “Agreement”) to provide routine (not emergency) “on-call” or “as needed” maintenance and repair of golf courses at multiple locations throughout the City of Denver; and

**WHEREAS**, the Agreement expired by its terms on June 24, 2023; and

**WHEREAS**, the Parties wish to amend the Agreement to revive and reinstate all of the terms and conditions of the agreement, to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM.** This Agreement shall commence on June 25, 2020 and shall expire on June 24, 2024. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in this Contract and as otherwise directed by the Director. If the time needed to complete any Task Order or Task Order Change extends beyond the Term specified above, this Contract shall remain in full force and effect but only as to such Task Order or Task Order Change; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.

2. Paragraph 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-paragraph A. entitled “**Maximum Contract Amount**” is amended to read as follows:

“**A. Maximum Contract Amount:** Each Project will be assigned and authorized separately by Task Order and the maximum liability of the City for any one Task Order shall not exceed the sum of **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)**, including all authorized Task Order changes. The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory

completion of all Task Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized and written amendment to this Contract executed by the Parties in the same manner as this Contract. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.”

3. Paragraph 23 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. Paragraph 30 of the Agreement entitled “**PUBLIC CONTRACTS FOR SERVICE**” is hereby deleted in its entirety.

5. As herein amended, the Agreement is revived, affirmed, and ratified in each and every particular.

6. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**  
**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PARKS-202368903-01 / 201952405-01  
**Contractor Name:** COLORADO DESIGNSCAPES, 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-202368903-01 / 201952405-01  
COLORADO DESIGNSCAPES, INC.

By:  \_\_\_\_\_  
AE6AE79D5DEF2449...

Name: Travis Sommervold  
(please print)

Title: Asst. Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)