

## FIRST AMENDATORY AGREEMENT

**THIS FIRST AMENDATORY AGREEMENT** 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 home rule and municipal corporation of the State of Colorado (the “**City**”) and **COLORADO DESIGNSCAPES, INC.**, a Colorado corporation, with an address of 15440 E Fremont Dr., Englewood CO, 80112 (the “**Contractor**”), referred to herein jointly as the “**Parties**” and individually as a “**Party**”.

### RECITALS:

**A.** The Parties entered into an Agreement executed on or about October 26, 2023 (the “**Agreement**”) for the performance of certain services set forth in that Agreement and the exhibits thereto; and

**B.** Rather than enter into a new contract, the Parties wish to revise the terms and conditions of the Agreement as they previously existed and the Parties further wish to amend the Agreement to extend the term date and add funds.

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

1. All of the recitals above are hereby confirmed and incorporated herein as part of the Agreement.

2. Section 3 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“The term of the Agreement runs from the Effective Date of this Agreement and shall expire on October 26, 2028, or until the Maximum Contract Amount specified is expended, whichever is sooner; or 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 Work Order or amended Work Order extends beyond the Term specified herein, this Agreement shall remain in full force and effect but only as to such Work Order or amended Work Order; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below.”

3. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is hereby amended at subsection A, entitled Maximum Contract Amount, to read as follows:

“The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)**, 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 or amended Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Work Orders and amended Work Orders 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.”

4. Section 29 of the Agreement is rescinded and repealed in its entirety and is hereby entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” and replaced with the following:

“To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. Except as herein amended, the Agreement continues in effect and is affirmed and ratified in each and every particular.

6. This First 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 TO FOLLOW]**

**Contract Control Number:** PARKS-202582752-01 / 202369911-01  
**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-202582752-01 / 202369911-01  
COLORADO DESIGNSCAPES, INC.

By: Signed by:  
Philip Steinhauer  
48AB3201F9B34D5...

Name: Philip Steinhauer  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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