

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT (“Amendment”) is made and entered into effective this 1<sup>st</sup> day of January 2024 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and ALLIED UNIVERSAL, a Pennsylvania corporation whose principal business address is Eight Tower Bridge, 161 Washington St, Suite 600, Conshohocken, PA 19428 (“Contractor”), to amend the Professional Services Agreement dated January 1, 2023 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Compensation. The amount of the Agreement is amended to reflect the total compensation payable under the Agreement in the amounts of **\$23,000**. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement and this Amendment exceed \$23,000.

a.

COMPOSITE PAY/BILL CALCULATOR					
Position	HPW	Wage/Pay	Bill	Weekly Expense	Weekly Billing
Regular	40	\$25.00	\$37.65	\$1,000.00	\$1,506.00
Overtime	8	\$37.50	\$56.48	\$300.00	\$451.84
	48			\$1,300.00	\$1,957.84
<b>Composite Pay</b>	<b>\$27.08</b>				\$15,662.72
<b>Composite Bill</b>	<b>\$40.79</b>				

2. Term: The Term of the Agreement is extended through February 29, 2024.

3. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this Amendment.

4. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.

5. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

6. Headings. Paragraph headings used in this Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Amendment.

**[Remainder of this page intentionally blank. Signature page(s) follow(s)]**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

**CITY OF COMMERCE CITY**

DocuSigned by:

*Jason Rogers*

12/15/2023 | 8:02 AM MST

Jason Rogers, City Manager  
City of Commerce City

**ATTEST:**

DocuSigned by:

*Dylan Gibson*

12/18/2023 | 12:42 PM

Dylan A. Gibson, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:

*Ashley Lacher*

12/14/2023 | 4:08 PM MST

Ashley Lacher, Senior Assistant City Attorney



**ALLIED UNIVERSAL**

Signature

Jeremy Graves, General Manager

[must be notarized unless Section is removed by City Attorney]

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title),  
of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

Notary Public

