

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

THIS SECOND AMENDMENT TO MASTER SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 2023 (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 TWA, INC. d/b/a SIERRA LANDSCAPING & MAINTENANCE, a Colorado corporation whose principal business address is 1205 Boston Ave, Longmont, CO 80501 (“Contractor”), to amend the Master Services Agreement dated January 28, 2022, as amended by the First Amendment to the Master Services Agreement, dated December 13, 2022 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Second Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Compensation. Section II. Compensation, paragraph B. Maximum Amount of the Agreement shall be amended to read:

The total amount of compensation paid for programmatic Services performed under this Agreement shall not exceed \$224,148.00 per year, for a maximum aggregate amount of \$448,296.00 in the event that the City chooses to extend the Term of the Agreement through December 31, 2023. The total amount of additional or on-demand Services outside the programmatic Services described in Exhibits A and B shall not exceed a maximum amount of \$395,000, unless otherwise approved by the City Council. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement exceed \$843,296.00.

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

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

4. Counterparts; Execution. This Second Amendment 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.

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

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

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

CITY OF COMMERCE CITY

Jason Rogers, City Manager

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

John-Patrick Sansom, Assistant City Attorney

TWA, INC. d/b/a SIERRA LANDSCAPING & MAINTENANCE

Signature

Printed Name, Title