

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 2018 (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 ARROWHEAD LANDSCAPE SERVICE, INC., a Colorado corporation whose principal business address is 605 Ulysses Street, Golden, CO 80401 (“Contractor”), to amend the Master Services Agreement dated February 10, 2017 (“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. Services. The Services and Compensation, as set forth in Exhibit A to the Agreement, are amended to include the addition of Controller 9B to the service area of Prairie Gateway and pricing as shown in Exhibit A to this Amendment.

2. Invoices. All invoices must be submitted to the City electronically via PRGInvoice@c3gov.com and CC: the project manager Uriel Akiva via uakiva@c3gov.com

3. Term: The Term of the Agreement is extended through March 31, 2019.

4. 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.

5. 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.

6. 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.

7. 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 Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Robert Sheesley, City Attorney

Recommended for approval:

Carolyn J. Keith, CPRP., Director
Parks, Recreation & Golf

Arrowhead Landscape Services, Inc.

Signature

Printed Name, Title

EXHIBIT A



LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: City of Commerce City FAX: _____
ATTENTION: Uriel Akiva PGS: 1
PROJECT: Area 9B 2018 Maintenance SUBMITTAL DATE: 11/30/2017

Bidding Firm: ARROWHEAD LANDSCAPE SERVICES, INC.
Contact: Craig Watkins
Address: P O Box 17150 Golden, CO 80402
Phone: 303-432-8282
Fax: 303-432-8191

Location	Description	Bid Amount
9B	Provide annual landscape maintenance services to include the 9B area. Specifically the North side of 56th Ave from 240' East of Valentia St. to Central Park Blvd, and the median in the center of 56th Ave from 240' East of Valentia St. to Central Park Blvd. Total area approximately 1.5 acres including irrigated turf and median planting beds. The above areas will be maintained per the scope of existing landscape maintenance agreement per 12 month period March 2018-February 2019. Monthly billings in addition to existing agreement per above dates.	\$ 4,608.00 \$ 384.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.

This quote is good for 30 days from the submittal date

Authorization to perform work

Arrowhead Landscape Services, Inc.

