

**RESOLUTION NO. 12-73**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF CASTLE PINES, COLORADO  
EXTENDING THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT  
WITH COLORADO DESIGNSCAPES, INC. TO PROVIDE MAINTENANCE  
SERVICES TO ELK RIDGE PARK**

**WHEREAS**, the City of Castle Pines (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

**WHEREAS**, the City has previously entered into a Professional Services Agreement (the “Agreement”) with Colorado DesignsCAPES, Inc. (the “Consultant”), to provide maintenance services to Elk Ridge Park as more specifically identified in the Agreement; and

**WHEREAS**, the Agreement is scheduled to terminate on December 31, 2012; and

**WHEREAS**, Section 4 of the Agreement provides that the term of the Agreement may be renewed or extended by mutual agreement of the Parties; and

**WHEREAS**, Section 2 of the Agreement requires that any amendment to the Agreement be in writing and executed by the City and Consultant with the same formality as the Agreement; and

**WHEREAS**, City Council desires to extend the term of the Agreement for calendar year 2013; and

**WHEREAS**, a copy of the First Amendment to the Agreement (the “First Amendment”) is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

**WHEREAS**, the First Amendment extends the term of the Agreement through December 31, 2013 and incorporates the Consultant’s 2013 scope of services.


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:**

**Section 1.** The City Council hereby (a) approves the First Amendment between the City and the Consultant, in substantially the form attached hereto as **Exhibit 1**, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the First Amendment as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the City Manager to execute the same on behalf of the City with the approval of the City Attorney.

**Section 2.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.


**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES** by a vote of 6 in favor, 0 against and 1 absent this 11<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
Jeffrey T. Huff, Mayor

**ATTEST:**

  
\_\_\_\_\_  
City Clerk or Deputy City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT 1**

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH COLORADO DESIGNSCAPES, INC.**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is made and entered by and between the **CITY OF CASTLE PINES**, a Colorado municipal corporation (the "City") and **COLORADO DESIGNSCAPES, INC.** (the "Consultant").

**WHEREAS**, the City and Consultant are parties to a Professional Services Agreement (the "Agreement") for landscape maintenance in Elk Ridge Park; and

**WHEREAS**, the Agreement is scheduled to terminate on December 31, 2012; and

**WHEREAS**, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties; and

**WHEREAS**, Section 2 of the Agreement requires that amendments to the Agreement be in writing and executed by the Parties; and

**WHEREAS**, the Parties desire to extend the term of the Agreement for calendar year 2013; and

**WHEREAS**, the City desires to engage the Consultant to provide the Services more particularly described in this First Amendment during calendar year 2013 subject to the terms and conditions of the Agreement and this First Amendment.

**NOW, THEREFORE**, the City and the Consultant, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, agree to amend the Agreement between the parties as follows:

**Section 1.** Section 3.a. of the Agreement shall be replaced in its entirety with the following:

- a. In consideration for the completion of the Services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in accordance with the unit prices set forth in **Exhibit A**. Except as may be agreed upon by the City and Consultant through written change orders as authorized by Section 2 above, in no event shall the total costs paid to Consultant under this Agreement exceed Thirty Five Thousand Dollars (\$35,000.00) (the "Not to Exceed Figure"). The City and Consultant may mutually agree, however, to modify or expand the Scope of Services, or modify other terms of this Agreement, in which case the Consultant and City may amend this Agreement to include additional services based on negotiated unit prices. Any increases or modification to the Not to Exceed Figure shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

**Section 2.** Section 4 of the Agreement shall be replaced in its entirety with the following:

**4. TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of January 1, 2013 and terminate on December 31, 2013, unless earlier terminated by the terms of this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement for up to one (1) additional one (1) year term, subject to annual appropriation.


**Section 3.** **Exhibit A** to the Agreement (Scope of Services) shall be replaced in its entirety with the **Exhibit A** attached to this First Amendment.

**Section 4.** No Further Amendments. Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein.

**IN WITNESS WHEREOF**, the City and the Consultant have executed this First Amendment as of the dates set forth below.


**CITY:**

CITY OF CASTLE PINES, a Colorado municipal corporation

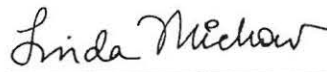
**BY:**   
Tedmond J. Soltis, City Manager

**DATE:** 12/11/12

**ATTEST:**


  
City Clerk or Deputy City Clerk

**APPROVED AS TO FORM:**

  
Linda C. Michow, City Attorney

**CONSULTANT:**

**COLORADO DESIGNSCAPES, INC.**, a Colorado corporation, D/B/A DESIGNSCAPES COLORADO INC.

**BY:**   
Name: ROBERT MASSENGALE  
Title: DIVISION MANAGER

**DATE:** 12/20/12

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**DESIGNSCAPES INC.**

**2013 COMMERCIAL MAINTENANCE PROPOSAL**

**Date:** 9/20/2012



<b>CLIENT:</b>	Castle Pines North Metro District
<b>ATTN:</b>	Brad Meyering
<b>RE:</b>	Elk Ridge Park
<b>ADDRESS:</b>	7005 Mira Vista Lane
<b>CITY:</b>	Castle Pines, Colorado

**DESCRIPTION: Maintenance Proposal for 2013 Season - January through December 2013**

QUANTITY	SERVICE DESCRIPTION	UNIT PRICE	PACKAGE PRICE
26	Lawn Maintenance: mowing, trimming, bi-weekly edging & doggie station changing	\$350	\$9,100
1	Mowing of native areas once a year	\$1,500	\$1,500
14	Mowing of a six foot path on both sides of the trail bi-weekly	\$75	\$1,050
4	Fertilization: Four professional grade applications per year for turf	\$456	\$1,824
2	Aeration: Spring & Fall	\$455	\$910
1	Sprinkler Activation: Labor Only	\$400	\$400
1	Sprinkler De-activation including water feature and drinking fountain: Labor Only	\$475	\$475
2	Broadleaf Weed Control in turf (Spring & Fall)	\$480	\$960
26	Bed Maintenance: Weeding, fertilizing, deadheading & pre-emergent	\$105	\$2,730
1	Pruning of plant material	\$550	\$550
26	Weekly Sprinkler monitoring and check	\$225	\$5,850
14	Winter maintenance and changing of doggie stations	\$80	\$1,120
3	Artificial turf grooming	\$225	\$675
2	Clean-ups: Spring & Fall: remove leaf material & cutting back of plant material	\$750	\$1,500
0	Hand Watering plant material per occurrence	\$1,040	\$ -
0	Weekly restroom hosing (Materials by Owner)	\$75	\$ -
3	Fluss EWF Safety Surfacing	\$540	\$1,620
28	Additional Trash Pick-ups	\$80	\$2,240
	Sod Removal & Replacement: \$1.45/SF (200 SF minimum)		
	Overseeding: Perennial Rye / Kentucky Blue Mix (\$95 minimum)		
	Irrigation Repairs: \$65/hr -- materials are additional		
	Landscape Lighting Maint.: \$75 /hr -- materials are additional		

<b>SPECIAL INSTRUCTIONS:</b>	<b>TOTAL</b>	<b>\$32,504</b>
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**We, the undersigned have read and agree to the terms and conditions set forth in this proposal and Specifications**

Colorado DesignsCAPES, Inc.	Date	Owner/Client Representative	Date
CLIENT	OFFICE	MAINT.	MOW. ENI.