

## THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SOLUTIONS MECHANICAL LLC**, a Colorado limited liability company, whose address is 11801 E. 33<sup>rd</sup> Ave Unit A, Aurora, CO 80010 (the “Contractor”), jointly (“the Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated August 14, 2020, a Revival and Amendatory Agreement dated September 19, 2023, and a Second Amendatory Agreement dated August 8, 2024 (collectively, the “Agreement”) to provide maintenance services on an “on-call” or “as needed” basis; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

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

“**A. Maximum Contract Amount**: Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Work Order shall not exceed the sum of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**, including all authorized Work Order changes. The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under Agreement shall in no event exceed the sum of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**, unless Agreement is modified to increase said amount by a duly authorized and written amendment to Agreement executed by the Parties in the same manner as Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.”

2. As herein amended, the Agreement is affirmed, and ratified in each and every particular.

3. This Third 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:**  
**Contractor Name:**

GENRL-202578246-03 [GENRL-202054911-03]  
SOLUTIONS MECHANICAL, LLC

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:**

GENRL-202578246-03 [GENRL-202054911-03]  
SOLUTIONS MECHANICAL, LLC

By:

DocuSigned by:

RALPH DANIELS

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Name:

RALPH DANIELS

(please print)

Title:

owner

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)