

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DYNALECTRIC COMPANY**, a Delaware corporation whose legal address is 1420 Spring Hill Rd., Suite 500, McLean, VA 22102, and whose notice address is 345 Sheridan Blvd., Lakewood, Colorado 80266 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS

WHEREAS, the City and the Contractor entered into an Agreement executed on July 13, 2022, a Revival and Amendatory Agreement executed on May 9, 2023 and a Second Amendatory Agreement executed on October 24, 2023 (collectively, the “Agreement”) to provide the services described in Exhibit A of the Agreement.

WHEREAS, the Parties wish to amend the Agreement to extend the Term, 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 3 of the Agreement, entitled “**TERM.**”, is hereby deleted in its entirety and replace with:

“**3. TERM.** The Agreement will commence on July 1, 2022, and will expire on December 31, 2024 (the “Term”). Subject to the Manager’s prior written authorization, the Contractor shall complete any Assigned Work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Manager. The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.”

2. Section 26 of the Agreement entitled “**PREVAILING WAGE REQUIREMENTS**”, is hereby deleted in its entirety and replaced with:

“**26. PREVAILING WAGE REQUIREMENTS.**

A. The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-

owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit C** and incorporated herein by reference.

“B. Date bid or request for qualifications/proposals was advertised **01/26/2022**.

“C. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable . Unless expressly provided for in this Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

“D. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

“E. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

“F. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

“G. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.”

3. A new Section 38, entitled “**COMPLIANCE WITH DENVER WAGE LAWS.**”, is hereby added to the Agreement to read as follows:

“**38. COMPLIANCE WITH DENVER WAGE LAWS.** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement

that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

5. 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: GENRL-202472690-03 [GENRL-202263055-03]
Contractor Name: DYNALECTRIC COMPANY

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-202472690-03 [GENRL-202263055-03]
DYNALECTRIC COMPANY

By: DocuSigned by:
Rob Long
6FA7989BD68742A... _____

Name: Rob Long
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)