

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ROTH PROPERTY MAINTENANCE, L.L.C.**, a Colorado limited liability company, whose address is 1190 S. Cherokee St., Unit 1, Denver, CO 80223 (the “Contractor”), jointly (“the Parties”).

### RECITALS

**A.** The Parties entered into an Agreement dated February 13, 2015 and an Amendatory Agreement dated March 7, 2018 (collectively, the “Agreement”) to provide janitorial services.

**B.** The Parties wish to amend the Agreement to extend the Term and increase Maximum Liability.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

- 1.** Section 3.01 of the Agreement entitled “**TERM**” is amended to read as follows:

#### “3.01 TERM

The term of this Contract shall commence at 12:01 a.m. M.S.T. on March 1, 2015, and shall terminate at 11:59 p.m. M.S.T. on February 29, 2020, unless earlier terminated in accordance with the Contract Documents or extended by written amendment.”

- 2.** Section 4.03 (A) of the Agreement entitled “**MAXIMUM LIABILITY**” is amended to read as follows:

#### “4.03 MAXIMUM LIABILITY

**A.** Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **TWENTY-FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$25,750,000.00)** (the “Maximum Contract Liability”). The Maximum Contract Liability may only be increased by written amendment to this Agreement. Any services performed beyond those set forth herein are performed at Contractor’s risk and without authorization under the Agreement.”

- 3.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

- 4.** This 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: GENRL-201419545-02

Contractor Name: ROTH PROPERTY MAINTENANCE LLC

By: *Lynette M Roth*

Name: Lynette M Roth  
(please print)

Title: Managing Member  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

