

THIS THIRD 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, and a Second Amendatory Agreement dated February 13, 2019 (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 December 31, 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 **THIRTY-THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$33,500,000.00)** (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. Section **8.02** is hereby added to the Agreement entitled “**PAYMENT OF CITY MINIMUM WAGE**”

PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M

4. Except 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: GENRL-202053131-03[201419545-03]
Contractor Name: ROTH PROPERTY MAINTENANCE 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-202053131-03[201419545-03]
ROTH PROPERTY MAINTENANCE LLC

DocuSigned by:
By: Lynette M Roth
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Name: Lynette Roth
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)