

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made and entered by and between and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and **AMERICAN MECHANICAL SERVICES OF DENVER, L.L.C.**

### WITNESSETH:

**WHEREAS**, the Parties entered into an Emergency On-Call Repair Contract dated January 13, 2023, and an Amendatory Agreement dated December 5, 2023 (collectively, the “Agreement”) to perform, as assigned, emergency repairs as directed by the City on an “on-call” or “as needed” basis (the “Program”) and;

**WHEREAS**, the Parties wish to modify the Agreement as set forth below.

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

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. Section 4 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“4. **TERM**. The term of this Agreement will commence upon December 19, 2022, and will continue until 11:59:59 p.m. on December 18, 2025 (the “Term”).” The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in this Agreement and as otherwise directed by the Executive Director or their designee.”

3. In Section 6 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 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), including all authorized Work Order changes, without the prior written approval of the Executive Director of their designee. 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 this Agreement shall in no event exceed the sum of **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00)**, unless this Agreement is modified to increase said amount

by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this 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.”

4. A new Section 40, entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby added to the Agreement as follows:

“**40. 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.”

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

6. This Second 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-202475951-02 [GENRL-202266161-02]  
**Contractor Name:** AMERICAN MECHANICAL SERVICES OF DENVER, L.L.C.

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-202475951-02 [GENRL-202266161-02]  
AMERICAN MECHANICAL SERVICES OF  
DENVER, L.L.C.

By: Signed by:  
*Matt Sweetser*  
986CCF8CF9F8475...\_\_\_\_\_

Name: Matt Sweetser  
(please print)

Title: VP/GM  
(please print)

ATTEST: [if required]

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

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

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