

SECOND AMENDMENT

THIS SECOND AMENDATORY TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES (“Second Amendment”) is entered into as of the date indicated on the City’s signature page below (the “**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (“**City**”), and **SKY BLUE BUILDERS LLC**, a Colorado limited liability company (“**Contractor**” or “**Sky Blue**”) (collectively the “**Parties**”).

WHEREAS, the City and Sky Blue entered an On-Call Agreement for Professional Services (Contract No. 202056971) dated April 8, 2021 (the “**Original Agreement**”) which was subsequently amended by a First Amendment (Contract No. 202367775-01) dated August 22, 2023 (the “**First Amendment**”) (the Original Agreement as amended by the First Amendment is collectively referred to as the “**Existing Agreement**”), for professional services for all types of Heating, Ventilation, Air Conditioning (HVAC), Plumbing, Electrical (high and low voltage), Life Safety, Building (Carpentry, Roofing, Glazier), Car Wash repairs, Appliance services, Paint services and other services as needed for landside interior and exterior needs at Denver International Airport (“**DEN**” or “**Airport**”); and

WHEREAS, the City desires to amend the Existing Agreement to increase the Maximum Contract Amount, as such term is defined in the Existing Agreement and to amend other terms of the Existing Agreement; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the parties hereto agree as follows:

1. **ARTICLE V. COMPENSATION AND PAYMENT SECTION A Maximum Contract Amount** is hereby amended by deleting the existing **Section A** and replacing it with the following:

“**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00)** (“**Maximum Contract Amount**”). Contractor shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.”

2. **ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT SECTION C City Minimum Wage** is hereby deleted and replaces with the following-

“**C. 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."

3. **ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS SECTION E. Examination of Records and Audits Part 1** is hereby deleted and replaced with the following-

"1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276."

4. Except as modified by this Second Amendment, all of the terms, provisions and conditions of the Existing Agreement shall remain in full force and effect and are hereby ratified and reaffirmed.
5. This Second Amendment to the Contract shall not be or become effective or binding on the City until approved by the Denver City Council and fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-202472776-02 / LEGACY 202056971-02
Contractor Name: Sky Blue Builders 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

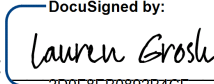
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202472776-02 / LEGACY 202056971-02
Sky Blue Builders LLC

By:  DocuSigned by:
2D0F8EB0892E4CF...

Name: Lauren Grosh
(please print)

Title: Chief Marketing Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)