

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 **FIRE-DEX GW, LLC** a foreign limited liability company, with its principal place of business located at 780 S. Progress Drive, Medina, OH 4425698 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated June 28, 2021, an Amendatory Agreement dated January 5, 2022, and a Second Amendatory dated February 2, 2023 (the “Agreement”) to repair and clean firefighting bunker gear.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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 replaced with:

“**3. TERM**: The term of the Agreement shall commence on May 1, 2021 and shall expire on October 31, 2023 (“Term”). The term of this Agreement may be extended by the City under the same terms and conditions for up to one (1) additional one (1) year renewal terms by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4.A. of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT**:

A. Maximum Contract Amount: The City agrees to pay the Contractor, and the Contractor agrees to accept, as the total compensation for

the Work rendered and costs incurred (including all "out-of-pocket" expenses) during the term of this Agreement a sum not to exceed **NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$900,000.00)**, which amount shall not exceeded 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. All Work is subject to inspection by the City prior to payment.”

3. Section 27 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“**27. RESCINDED**”

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

4. 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 BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: FIRES-202368800-03 / ALF FIRES-202158628-03
Contractor Name: FIRE-DEX GW 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:

FIRES-202368800-03 / ALF FIRES-202158628-03
FIRE-DEX GW LLC

By: DocuSigned by:
Taylor Burke Gilman
B0A826B0BAD64DF... _____

Name: Taylor Burke Gilman
(please print)

Title: President, Gear Wash
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)