

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made and entered by and between 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, an Amendatory Agreement dated December 5, 2023, and a Second Amendatory Agreement dated November 8, 2024 (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 on increase the Maximum Contract Amount and as further 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. 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 **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**, 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."

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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

GENRL-202577914-03 [GENRL-202266161-03]
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

Contract Control Number: GENRL-202577914-03 [GENRL-202266161-03]
Contractor Name: AMERICAN MECHANICAL SERVICES OF DENVER, L.L.C.

By:

Signed by:

Matt Sweetser

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Name: Matt Sweetser
(please print)

Title: VP/GM
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)