

FIRST AMENDATORY AGREEMENT

THIS FIRST 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 **CEM SALES & SERVICE, INC.**, a Colorado corporation with an address of 3820 South Federal Boulevard, Englewood, CO 80110 (the “**Contractor**”), jointly “the Parties.”

RECITALS

A. The Parties entered into an Agreement executed on August 31, 2023 (the “**Agreement**”) for the performance of certain work set forth in that Agreement and the exhibits thereto; and

B. The Parties wish to amend the Agreement to increase the maximum dollar amount and continue the services.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Section 4.A. of the Agreement, entitled “Maximum Contract Amount”, is hereby amended to read as follows:

“The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**, 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 Work Orders with Work Project Amounts totaling or approximating the Maximum Contract Amount will be issued to or executed with the Contractor. Issued Work Orders or Work Order Changes shall not, individually or cumulatively, authorize the performance of Work for which the Work Project Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total Work Project Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

2. Section 29 entitled “PAYMENT OF CITY MINIMUM WAGE” is hereby amended to remove and replace the language to instead read as follows:

“**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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This First 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:
Contractor Name:

PARKS-202578310-01 / 202369159-01
CEM SALES & SERVICE, INC.

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: _____

By: _____

Contract Control Number: PARKS-202578310-01 / 202369159-01
Contractor Name: CEM SALES & SERVICE, INC.

Signed by:
By:  _____
13F66C68A2BD414...

Name: Trevor Runyon
(please print)

Title: outside sales
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)