

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 **LAKEVIEW RENOVATIONS, INC., d/b/a NORTH AMERICAN PROPERTY SERVICES, INC.**, (the “Contractor”), a Nevada corporation registered to do business in Colorado, whose address is 6400 S. Fiddlers Green Circle, Suite 1710, Englewood, Colorado 80111.

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an Agreement dated December 15, 2009, as amended on February 23, 2010 and November 27, 2012 for custodial services as needed (the “Agreement”); and

WHEREAS, Section A.12 of the Scope of Work, labeled as Exhibit A, allows the City to add or reduce facilities from the Contractor that received custodial services; and

WHEREAS, the City desires to amend the Agreement to increase the maximum contract amount, revise the scope of work, and otherwise amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. A current and anticipated list of facilities and the facilities’ negotiated prices for 2013-2014 is attached hereto and incorporated herein as Exhibit A-1.

2. Section 3.01 of the Agreement is amended to read in its entirety as follows:

“3.01 Fee for services. The City agrees to pay the Contractor, as full compensation for its services rendered hereunder, the fees set forth in the pricing section in Attachment 2 of Exhibit A, and Exhibit A-1, attached hereto. All references to Exhibit A shall include Exhibit A-1. In the event the City determines to reduce the scope of services as described in Exhibit A under any of the three Cost Savings Proposals described in Attachment 1 to Exhibit A, the City shall give Contractor sixty (60) days written notice, and Contractor shall implement the specified Cost Savings Proposal. Compensation for services provided shall be adjusted to the fees set forth in Attachment 2 to Exhibit A for the applicable Cost Savings Proposal determined by the City. The amounts allocated for services and expenses, and the fees set forth for adding or deleting facilities, may be adjusted upon written approval of the Manager or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

3. Section 3.04(a) of the Agreement is amended to read in its entirety as follows:

“3.04 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWELVE MILLION ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED FOUR AND NO/100 Dollars (\$12,145,304.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services. Any services performed beyond those authorized as provided in this Agreement are performed at Contractor’s risk.”

3. Section 5.09 of the Agreement is amended to read in its entirety as follows:

“5.09 Prevailing Wages.

(a) Employees of the Contractor or the Contractor’s subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C. By executing this Contract, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the Statement of Work of the Contractor or the Contractor’s subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

(b) The Contractor shall pay every Covered Worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. A copy of the applicable prevailing wage rate schedule is attached as *Exhibit C* and incorporated herein by reference.

(c) In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

1) The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

2) The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 *et seq.*, or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. The City agrees to reimburse the Contractor for mandatory increases in prevailing wages that occur on or after January 1, 2013. Decreases in prevailing wages subsequent to the date of the

contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3) The Contractor and its subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

4) The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.

5) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, no warrant or demand for payment to the Contractor shall be honored until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

6) The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include, among other things, information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7) The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

8) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.”

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: GENRL-CE05006-02

Contractor Name: LAKEVIEW RENOVATIONS, INC., d/b/a NORTH AMERICAN PROPERTY SERVICES, INC.

By: *J. S. PANG*

Name: JCK S00 PANG
(please print)

Title: president
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1

2013 & 14 Janitorial Services Estimates

Note: Prevailing Wage rate will be increasing

Team	Building	\$ 2,498,200 2013 Janitorial Services Estimate	\$ 2,498,200 2014 Janitorial Services Estimate	\$ 4,996,400 Total
Parks & Recreation	000_Recreation Centers	\$ 210,000.00	\$ 210,000.00	\$ 420,000
Facilities Management	100_City and County Building - 1460 Cherokee St	\$ 217,620	\$ 217,620	\$ 435,240
Facilities Management	101_Wellington E. Webb Municipal Office Building / Garage - 201 W. Colfax Ave	\$ 717,084	\$ 717,084	\$ 1,434,168
Facilities Management	115_Court Child Care Center - 280 14th St	\$ 12,000	\$ 12,000	\$ 24,000
Facilities Management	121_Justice Center Detention Center - 490 W. Colfax Ave	\$ 173,580	\$ 173,580	\$ 347,160
Facilities Management	122_Lindsey-Flanigan Courthouse - 520 W. Colfax Ave	\$ 455,412	\$ 455,412	\$ 910,824
Facilities Management	160_Minoru Yasui Building - 303 W. Colfax Ave	\$ 194,412	\$ 194,412	\$ 388,824
Facilities Management	170_Permit Center - 200 W. 14th Ave	\$ 39,660	\$ 39,660	\$ 79,320
Facilities Management	201_Fire Headquarters - 745 W. Colfax Ave	\$ 23,292	\$ 23,292	\$ 46,584
Facilities Management	240_Combined Communications Center - 950 Josephine St	\$ 34,716	\$ 34,716	\$ 69,432
Facilities Management	404_Denver Police Crime Lab - 1371 Cherokee St	\$ 175,000	\$ 175,000	\$ 350,000
Facilities Management	408_Police Garage - 5440 Roslyn St Bldg A	\$ 4,932	\$ 4,932	\$ 9,864
Facilities Management	409_Police Academy - 2155 N. Akron Way	\$ 33,600	\$ 33,600	\$ 67,200
Facilities Management	705_5440 Roslyn Bldg C_706	\$ 15,228	\$ 15,228	\$ 30,456
Facilities Management	705_Roslyn Admin Bldg - 5440 Roslyn Bldg 5_707	\$ 43,068	\$ 43,068	\$ 86,136
Facilities Management	708_5440 Roslyn Bldg E	\$ 9,252	\$ 9,252	\$ 18,504
Facilities Management	709_Roslyn Guard Booth - 5440 Roslyn St	\$ 396	\$ 396	\$ 792
Facilities Management	710_5440 Roslyn Bldg D	\$ 684	\$ 684	\$ 1,368
Facilities Management	712_South Cherry Creek Transfer Station - 7301 E. Jewell Ave - Lower Bldg	\$ 3,564	\$ 3,564	\$ 7,128
Facilities Management	713_South Osage Transfer Station - 2013 S. Osage St	\$ 7,896	\$ 7,896	\$ 15,792
Facilities Management	718_Public Works Asphalt Plant - 5440 Roslyn Bldg G	\$ 1,968	\$ 1,968	\$ 3,936
Facilities Management	900_Arie P. Taylor Municipal Center - 4685 Peoria St	\$ 34,368	\$ 34,368	\$ 68,736
Facilities Management	918_Technology Services - 10 Galapago	\$ 19,944	\$ 19,944	\$ 39,888
Facilities Management	922_Traffic Operations (North End) - 3381 Park Ave West	\$ 40,524	\$ 40,524	\$ 81,048
Facilities Management	925_Denver Municipal Animal Shelter - 1241 W. Bayaud	\$ 30,000	\$ 30,000	\$ 60,000