

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ROTH PROPERTY MAINTENANCE, L.L.C.**, a Colorado Limited Liability Company whose address is 1190 S. Cherokee St., Unit 1, Denver, CO 80223 organized and existing under and by virtue of the laws of the State of Colorado (“Contractor”), Party of the Second Part.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 1, 2021 (the “Agreement”), to perform janitorial services (the “Services”); and

WHEREAS, the Parties now wish to amend the Agreement to extend the term, increase the Maximum Contract Liability, and make such other amendments as are set forth below.

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 amended to read as follows:

“SECTION 3 – TERM

“The term of this Agreement shall commence at 12:01 a.m. M.S.T. on May 1, 2021, and shall terminate at 12:00 a.m. M.S.T. on April 30, 2025, unless earlier terminated in accordance with the Contract Documents or extended by written amendment. This Agreement shall be for a term of three (3) years. The term of this Agreement may be extended on the same terms and conditions, for one (1) additional one (1) year renewal term, upon written amendment to this Agreement prior to the expiration of the current term. The Contractor agrees to comply with all applicable contract close-out procedures and requirements set forth in the Agreement and as otherwise directed by the Executive Director.”

2. Section 4 of the Agreement, entitled “COMPENSATION AND PAYMENT”, Subsection 4.03, entitled “MAXIMUM LIABILITY”, Subparagraph A is hereby amended to read as follows:

“4.03 MAXIMUM LIABILITY

“A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **TWENTY-SIX MILLION FOUR HUNDRED**

FIFTY THOUSAND DOLLARS AND 00/100 (\$26,450,000.00) (the “Maximum Contract Liability”). The Maximum Contract Liability may only be increased by written amendment to this Agreement. Any services performed beyond those set forth therein are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 8 of the Agreement, entitled “WAGES AND SALARIES”, Subsection 8.01 entitled “PAYMENT OF PREVAILING WAGES”, is hereby deleted in its entirety and replaced with the following:

“PREVAILING WAGE REQUIREMENTS

“A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

“B. Date of bid request for qualifications/proposals was advertised: July 2, 2020.

“C. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

“D. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

“E. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

“F. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

“G. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.”

4. Section 8 of the Agreement, entitled “WAGES AND SALARIES”, Subsection 8.02 entitled “MINIMUM WAGES”, is hereby deleted in its entirety and replaced with the following:

“8.02. 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.”

5. Section 11 of the Agreement, entitled “GENERAL CONDITIONS”, Subsection 11.02 entitled “NO DISCRIMINATION IN EMPLOYMENT”, is hereby deleted in its entirety and replaced with the following:

“NO DISCRIMINATION IN EMPLOYMENT

“In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. Section 11 of the Agreement, entitled “GENERAL CONDITIONS”, Subsection 11.11 entitled “NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT”, is hereby deleted in its entirety and replaced with the following:

“11.11 INTENTIONALLY OMMITTED.”

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

8. This 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: GENRL-202472128-01 [GENRL-202057317-01]
Contractor Name: ROTH PROPERTY MAINTENANCE 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:

GENRL-202472128-01 [GENRL-202057317-01]
ROTH PROPERTY MAINTENANCE LLC

By:  _____
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Name: Travis Roth
(please print)

Title: Director of Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)