

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **SEMA CONSTRUCTION, INC.**, a Colorado Corporation, with a principal place of business address of 7353 S. Eagle St, Englewood, CO 80112 (the “**Contractor**”), individually a “**Party**” and jointly the “**Parties**.”

RECITALS:

WHEREAS, the Parties entered into a Construction Agreement dated October 5, 2023 (the “**Agreement**”), to provide emergency wastewater repairs.

WHEREAS, the Parties now wish to modify the Agreement to extend the Term and to make such other amendments as are herein set forth.

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 “**TERMS OF PERFORMANCE**”, is amended to read as follows:

“**3. TERMS OF PERFORMANCE** The Contractor agrees to undertake the performance of the Work under this Contract after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manger and agrees to fully complete said Work within **1,095 (One Thousand Ninety Five)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions. NTP will be issued to the successful bidder but does not initiate the work. Work will be initiated when the City and County of Denver issues approved Work Initiation Forms (WIFs) for a specific project and/or program need. The Contractor shall provide a WIF estimate for all equipment, personnel, and materials necessary to perform all aspects of each specific Work Initiation and shall respond within 10 days of receiving the approved WIF estimate from the City’s project manager.”

2. A new section 18, entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby added to the Agreement to read as follows:

“**18. 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. SC-19 of the Agreement, entitled "**RESERVED**", is hereby amended to read as follows:

"SC-19 WORK ORDER CHANGES

Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Initiation Form ("WIF") by WIF basis, as supplemented by the following:

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Initiation Form "WIF" Changes providing for deletions, additions and modifications to the Work under a duly issued WIF. WIF Changes must be issued on the WIF Change Form, in the form included in these Contract Documents."

4. A new SC-25, entitled "**FIELD ORDER/WORK ORDER**", is hereby added to the Agreement to read as follows:

"SC-25 FIELD ORDER/WORK ORDER

1102 is hereby modified as follows:

.3 Field Order/Work Order/WIF is a written order, signed by the Manager or his designated representative, which directs the contractor to commence emergency work prior to a Work Order or WIF issuance. A Field Order/Work Order/WIF may be used when:

- A. The City determines that the Contractor must proceed immediately to perform the Work in order to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate a Work Order/WIF;
- B. The City and Contractor have not yet completed their negotiation of a Work Order but in the interest of safety, the City requires the Contractor to proceed without an executed Work Order/WIF in place.

.4 Contractor's Duties: Upon receipt of a Field Order/Work Order/WIF, the Contractor shall promptly sign the Field Order/Work Order/WIF and return

it to the Project Manager and shall promptly proceed with performing the emergency Work. The Contractor, within twenty (20) Days after receiving the Field Order/Work Order/WIF, shall provide the Project Manager with a complete and itemized proposal that includes the estimated Work Order/WIF price attributable to the emergency work, based on the criteria and methods described in GC 1104 and 1105.

.5 Time and Materials:

- A. If the maximum cost of the change in the Work to be performed under a Field Order/Work Order has not been agreed upon and reduced to writing in the actual Field Order/Work Order/WIF, the Contractor shall proceed with such Work on a Time and Materials basis.
- B. Whenever Work is performed on a Time and Materials basis, the Contractor shall fully document all costs associated with such Work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manager may require.
- C. The final Contract adjustment for Field Order/Work Order/WIF changes in the Work performed on a Time and Materials basis shall be calculated in accordance with GC 1104.2.

.6 Work Order to Be Executed: When the City and the Contractor reach agreement on a Work Order/WIF amount, such agreement shall be promptly executed as a Work Order/WIF.”

5. A new SC-26, entitled “**WORK ORDER CLOSE-OUT**”, is hereby added to the Agreement to read as follows:

“SC-26 WORK ORDER CLOSE-OUT

Titles 19 and 20 of the General Contract Conditions shall apply to this Contract, on a WIF by WIF basis, as supplemented by the following:

Upon Substantial Completion of all Work performed under each WIF in accordance with the Contract Documents, final close-out for that WIF shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions.”

6. A new SC-27, entitled “**CONTRACT CLOSE-OUT**”, is hereby added to the Agreement to read as follows:

“SC-27 CONTRACT CLOSE-OUT

Upon written notification from the City to the Contractor that no further Work Orders or WIFs shall be issued hereunder and the completion of final close-out for any previously issued Work Orders or WIFs in accordance with SC-26 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract

close-out procedures and requirements set forth in General Contract Condition 2011. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (5%) of the maximum contract amount specified herein.”

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:
Contractor Name:

DOTI-202578711- 01 [202367723-01]
SEMA CONSTRUCTION, 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:
Contractor Name:

DOTI-202578711-01 [202367723-01]
SEMA CONSTRUCTION, INC.

By:

Signed by:
Steven C. Mills
119C765ADD6D47A...

Name:

Steven C. Mills
(please print)

Title:

Corp. V.P., Contracts
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)