

## AMENDATORY ON-CALL SERVICES CONTRACT

**THIS AMENDATORY ON-CALL SERVICES CONTRACT** is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AQUILA SERVICES CORPORATION**, a Wyoming corporation **doing business as DENVER METRO PROTECTIVE SERVICES**, whose address is 2121 S. Blackhawk St., Aurora, Colorado 80014 (the “Contractor”). For purposes of this Agreement, the City and the Contractor are collectively referred to as the “Parties.”

### RECITALS:

**WHEREAS**, the Parties entered into an On-Call Services Contract dated December 28, 2023 (the “Agreement”), to perform, as assigned, security services as directed by the City on an “on-call” or “as needed” basis (the “Program”).

**WHEREAS**, the Parties now wish to modify the Agreement to increase the Maximum Contract Amount and make such other modifications as are set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

### AGREEMENT:

1. In Section 5 of the Agreement, entitled “**COMPENSATION AND PAYMENT:**”, Subsection A., entitled “**Maximum Contract Amount:**”, is hereby amended to read as follows:

“A. **Maximum Contract Amount:** Each Project will be assigned and authorized separately by Work Order. 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 **THREE MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,400,000.00)**, unless the Agreement is modified to increase said amount by a duly authorized and written amendment to Agreement executed by the Parties in the same manner as 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 Services will equal the Maximum Contract Amount.”

2. Section 5 of the Agreement, entitled “**COMPENSATION AND PAYMENT:**”, Subsection E., entitled “**Payment of City Minimum Wage:**”, is hereby amended to read as follows:

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

4. This Amendatory On- Call Services Contract 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-202472624-01 [GENRL-202372027-01]  
**Contractor Name:** AQUILA SERVICES CORPORATION dba  
DENVER METRO PROTECTIVE SERVICES

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-202472624-01 [GENRL-202372027-01]  
AQUILA SERVICES CORPORATION dba  
DENVER METRO PROTECTIVE SERVICES

DocuSigned by:  
*Michael Vigil*  
By: A59D7769AA98476...

Michael vigil  
Name: \_\_\_\_\_  
(please print)

Director of Operations  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)