

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and **UPM MECHANICAL, LLC**.

RECITALS

WHEREAS, the Parties entered into an On Call Maintenance and/or Repair Contract dated July 12, 2023 (the “Agreement”), to provide routine (not Emergency) maintenance and repair of HVAC services at multiple locations throughout the City and County of Denver.

WHEREAS, the Parties wish to amend the Agreement to increase the Maximum Contract Amount 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. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. In Section 5 of the Agreement, entitled “**COMPENSATION AND PAYMENT:**”, Sub-section A., entitled “**Maximum Contract Amount:**”, is amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

A. Maximum Contract Amount: Each project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Work Order shall not exceed the sum of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**, including all authorized Work Order changes, without the prior written approval of the Executive Director of their designee. 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 **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 the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.”

3. Section 27 of the Agreement, entitled “**PREVAILING WAGES:**”, is amended to read as follows:

“27. PREVAILING WAGES:

“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. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit F** and incorporated herein by reference.

“B. Date bid or request for qualifications/proposals was advertised: **March 6, 2023.**

“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 Agreement, 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. A new section 37, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is hereby added to the Agreement to read as follows:

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

6. 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-202475571-01 [GENRL-202368166-01]
Contractor Name: UPM MECHANICAL 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-202475571-01 [GENRL-202368166-01]
UPM MECHANICAL LLC

By: DocuSigned by:
Nate Martinez
B6C59292464240A... _____

Name: Nate Martinez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)