FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT ("First Amendment") is entered into by and between the **CITY OF COMMERCE CITY**, a municipal corporation of the State of Colorado ("City"), and **BRACONIER PLUMBING & HEATING CO., INC.**, a Colorado corporation, whose address is 4925 Nome Street, Denver, CO 80239-2715 ("Contractor"), jointly ("the Parties").

RECITALS:

A. The Parties entered into a Master Services Agreement dated September 8, 2023 (the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, entitled "**Scope of Services; Rates**" of the Agreement, to the City's satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. Section II of the Agreement entitled "**COMPENSATION.**", A. entitled "Amount." is hereby deleted in its entirety and replaced with:

   "As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit A and as may be set forth in Work Orders or invoices, provided such amounts set forth in any Work Order or invoice have been previously agreed to by the City pursuant to this Agreement. The compensation established by any Work Order or invoice shall include all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement. The maximum compensation payable under this Agreement is $1,450,000.00"

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

3. This First Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City of Commerce City, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Master Services Agreement as of _____, 2025.

CITY OF COMMERCE CITY

_____
Jason R. Rogers, City Manager
City Manager's Office

ATTEST:

_____
Dylan A. Gibson, City Clerk

APPROVED AS TO FORM:

_____
Kwali M. Farbes, Senior Assistant City Attorney

BRACONIER PLUMBING & HEATING CO., INC.

_____
Signature

_____
Eric Orstead, Title