

## **FIRST AMENDATORY ON CALL PROGRAM MANAGEMENT SERVICES AGREEMENT**

This **FIRST AMENDATORY ON CALL PROGRAM MANAGEMENT SERVICES AGREEMENT** is made and entered between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **RIDER LEVETT BUCKNALL LTD.**, a Hawaii corporation whose address is 999 18<sup>th</sup> Street, Suite 1125N, Denver, Colorado 80202 (the "Consultant"), jointly ("the Parties").

### **RECITALS:**

**A.** The Parties entered into an Agreement dated July 30, 2019, (the "Agreement") to secure professional program management, project management, and related services ("Program Management") to support the Colorado Convention Center Expansion Program (the "Program") on an "as needed" basis, to the City's satisfaction.

**B.** The Parties wish to amend the Agreement to increase the maximum contract amount, extend the term, update section 6.06-No Discrimination in Employment, update section 6.10- Contract Documents; Order of Precedence, add section 6.29-No Employment of Workers without Authorization, and supplement Exhibit B, Consultant's Rates & Reimbursable Expenses.

**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 "**COMPENSATION, PAYMENT AND FUNDING**" subsection 3.05 (a) entitled "Maximum Contract Amount." is hereby deleted in its entirety and replaced with:

"3.05 Maximum Contract Amount.

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **NINE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$9,500,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above."

2. Section 4 of the Agreement entitled "**TERM AND TERMINATION**", subsection 4.01 entitled "Term." is hereby deleted in its entirety and replaced with:

“4.01 Term. The Agreement will commence on **July 15, 2019** and will expire on **December 31, 2024** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions for up to and including December 31, 2024 by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

3. Section 6 of the Agreement entitled “**GENERAL PROVISIONS.**” subsection 6.06 entitled “No Discrimination in Employment” is hereby deleted in its entirety and replaced with:

“6.06 No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.”

4. Section 6 of the Agreement entitled “**GENERAL PROVISIONS.**” subsection 6.10 entitled “Contract Documents; Order of Precedence.” is hereby deleted in its entirety and replaced with:

“6.10 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 6, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Exhibit A Consultant’s Scope of Work

Exhibit B, B-1 Consultant’s Rates & Reimbursable Expenses

Exhibit C Consultant’s Key Personnel

Exhibit D ACORD Insurance Certificate

In the event of an irreconcilable conflict between a provision of Sections 1 through 6 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Sections 1 through 6

Exhibit D

Exhibit C

Exhibit B, B-1

Exhibit A”

5. Section 6 of the Agreement entitled “**GENERAL PROVISIONS.**” subsection 6.29 entitled “No Employment of Workers without Authorization to Perform Work under the Agreement.” is hereby added to the Agreement as follows:

“6.29 No Employment of Workers Without Authorization to Perform Work Under the Agreement:

(a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(b) The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with

the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(c) The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.”

6. **Exhibit B** is hereby supplemented with **Exhibit B-1 Consultant’s Rates & Reimbursable Expenses**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are supplemented with **Exhibit B-1**.

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

8. This First Amendatory On Call Program Management Services 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.]**

**Contract Control Number:** DOTI-202161648-01[201950568-01]  
**Contractor Name:** Rider Levett Bucknall Ltd.

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:

\_\_\_\_\_

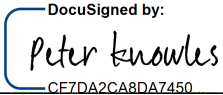
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By:

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**Contract Control Number:**  
**Contractor Name:**

DOTI-202161648-01[201950568-01]  
Rider Levett Bucknall Ltd.

By:  \_\_\_\_\_  
CE7DA2CA8DA7450

Name: Peter Knowles  
(please print)

Title: Executive Vice President  
(please print)

ATTEST: [if required]

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

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

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



## Colorado Convention Center Expansion Program

### EXHIBIT B.1 – CONSULTANT’S RATES & REIMBURSABLE EXPENSES

**Hourly Rates:** Rates for each classification / title are summarized below, by calendar year.

Title	Company	2024 Rate	2025 Rate
Program Manager	RLB	\$331	\$341
Program Controls Manager	RLB / Civic-CM	\$267	\$275
Project Manager	RLB	\$255	\$263
Asst. Project Manager	RLB	\$209	\$215
Sr Cost Manager	RLB	\$185	\$191
Project Engineer	RLB	\$162	\$167
Project Administrator	RLB / Burgess Services	\$76	\$79
Principal In Charge	RLB	\$348	\$358
Program Communications Manager	Circuit Media	\$125	\$129
Project Specialist	Circuit Media	\$100	\$103
Technical Writer	Circuit Media	\$76	\$79
Videographer	Circuit Media	\$117	\$121
Photographer	Circuit Media	\$94	\$97
Graphic Designer	Circuit Media	\$109	\$113
Project Manager Support I	Burgess Services	\$148	\$153
Project Manager Support II	Burgess Services	\$130	\$134
Principal / Technical Consultant	Conv. Wisdom	\$435	\$448
Principal / Executive Advisor	Conv. Wisdom	\$464	\$478

**Reimbursable Expenses:** Unless expressly authorized by the City as part of an approved Task Order, the City will not compensate the Consultant for expenses such as postage, travel, mileage, parking, telephone, copies or messenger service costs incurred in connection with Work performed under this Agreement.