

FIRST AMENDATORY NATIONAL WESTERN CENTER HORIZONTAL DESIGN SERVICES ON-CALL AGREEMENT

THIS FIRST AMENDATORY NATIONAL WESTERN CENTER HORIZONTAL DESIGN SERVICES ON-CALL AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MERRICK & COMPANY** (the “Consultant”), a Colorado corporation registered to do business in Colorado, whose address is 5970 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111, jointly (the “Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 3, 2018, (the “Agreement”) to support the National Western Center (“NWC”) Phase 1 and Phase 2 capital build phases (“Design Services”) on an “as needed” basis, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, update section 6.06-No Discrimination in Employment, and update section 6.19-No Employment of Illegal Aliens.

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

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

“**4.01 Term.** The term of this Agreement shall commence on **April 15, 2018**, and shall expire on **April 14, 2024**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director.”

2. Section 6.06 of the Agreement 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.”

3. Section 6.19 of the Agreement entitled “**No Employment of Illegal Aliens to Perform Work under the Agreement:**” is hereby deleted in its entirety and replaced with:

“6.19 [RESCINDED.]”

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

5. This First Amendatory National Western Center Horizontal Design Services On-Call 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: DOTI-202367001-01 [201840729-01]
Contractor Name: MERRICK & COMPANY

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

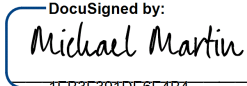
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202367001-01 [201840729-01]
MERRICK & COMPANY

By: 
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Name: Michael Martin
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)