

## AMENDATORY ON CALL DESIGN SERVICES AGREEMENT

This **AMENDATORY ON CALL DESIGN SERVICES AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TOOLE DESIGN GROUP, LLC**, a Maryland Limited Liability Company authorized to do business in Colorado, whose mailing address is 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910-5609 (the “Design Consultant”), collectively “the Parties”.

### RECITALS:

**A.** The Parties entered into a On Call Design Services Agreement dated December 13, 2019 (the “Agreement”) to provide professional design services.

**B.** The Parties wish to amend the Agreement to increase the Maximum Contract Amount, extend the Term 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. Section 3 of the Agreement entitled **COMPENSATION, PAYMENT, AND FUNDING**, subsection 3.5 (a) entitled “**Maximum Contract amount; Funding**” is amended to read as follows:

**3.05 Maximum Contract Amount; Funding.**

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Design Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **FOUR MILLION DOLLARS (\$4,000,000.00)**. In no event shall the maximum payment to the Design 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 amended to read as follows:

**4.01 Term.** The initial term of this Agreement shall commence on December 13, 2019 and shall end **October 31, 2024**; provided, however, that any work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such pursuant to Executive Order 8. In no event, however, shall the Design Consultant’s performance under this Agreement, including any

extension, exceed a five (5) year period ending on month and day of the execution of this Agreement. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.”

3. Section 5 of the Agreement entitled **GENERAL PROVISIONS**, subsection 5.6 entitled “**No Discrimination in Employment.**” is hereby deleted in its entirety and replaced with:

“**5.6 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 5 of the Agreement entitled **GENERAL PROVISIONS**, subsection 5.19 entitled “**No Employment of Illegal Aliens to Perform Work Under the Agreement.**” is hereby deleted in its entirety and replaced with:

“**5.19 No Employment of a Worker 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 Design 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 shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Design 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 either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 Design 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 such 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 any 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 Design Consultant is liable for any violations as provided in the Certification Ordinance. If Design 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 Design Consultant shall be liable for actual and consequential damages to the City. Any such 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 Design Consultant from submitting bids or proposals for future contracts with the City.”

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

6. This Amendatory On Call Design 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.

**Contract Control Number:** DOTI-202265327-01 [201952155-01]  
**Contractor Name:** Toole Design Group, 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:**

DOTI-202265327-01 [201952155-01]  
Toole Design Group, LLC

By:  \_\_\_\_\_  
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Name: Jessica Fields  
(please print)

Title: Regional Operations Director  
(please print)

ATTEST: [if required]

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

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

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