

## **THIRD AMENDATORY ON-CALL PROGRAM MANAGEMENT AGREEMENT**

This **THIRD AMENDATORY ON-CALL PROGRAM MANAGEMENT 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 **CH2M HILL ENGINEERS, INC.**, a Delaware corporation, registered to conduct business in Colorado, whose mailing address is 7001 East Belleview Avenue, Suite 1000, Denver, Colorado 80237 (the “Consultant”), jointly (the “Parties”).

### **RECITALS:**

**A.** The Parties entered into an On-Call Program Management Agreement dated January 25, 2017, an Amendatory Agreement dated November 7, 2018, and a Second Amendatory Agreement dated September 15, 2022, (collectively, the “Agreement”) for professional program management and related services (“Program Management”) to support the planning, design and construction of Phases 1 and 2 of the National Western Center (“NWC”) campus development or “Program” on an “as needed” basis.

**B.** The Parties wish to amend the Agreement to update paragraph 1.02-Line of Authority, increase the Maximum Contract Amount, extend the term, update section 6.04-Examination of Records, update section 6.19-No Employment of Illegal Aliens, update section 6.24-Notices, add section 6.30 Compliance with Denver Wage Laws, and update the budget exhibit.

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

1. Section 3.05 of the Agreement entitled “Maximum Contract Amount.”, subparagraph (a) 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 **ONE HUNDRED THIRTY-ONE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$131,975,000.00)**. 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 4.01 of the Agreement entitled “Term.” is hereby deleted in its entirety and replaced with:

“4.01 Term. The term of this Agreement shall commence on **January 1, 2017**, and shall expire on **January 31, 2032**, 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 Manager. The City may in its sole discretion decide to extend this Agreement to provide services for additional phases of Program by written amendment.”

3. Section 6.04 of the Agreement entitled “Examination of Records.” is hereby deleted in its entirety and replaced with:

“6.04 Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

4. 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.]**

5. Section 6.30 of the Agreement entitled “Compliance with Denver Wage Laws.” is hereby added in its entirety, as follows:

“6.30 Compliance with Denver Wage Laws. To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, 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."

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

7. This Third Amendatory On-Call Program Management 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-202581795-03 [201632012-03]  
**Contractor Name:** CH2M HILL Engineers, Inc.

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:** DOTI-202581795-03 [201632012-03]  
**Contractor Name:** CH2M HILL Engineers, Inc.

Signed by:  
By: Eva Wood  
1C87A70E8405436...

Name: Eva Wood  
(please print)

Title: General Manager, EVP B&I America West  
(please print)

ATTEST: [if required]

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

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

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