

**FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL WEB SITE  
DEVELOPMENT, MAINTENANCE, AND SUPPORT SERVICES**

**THIS FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL WEB SITE DEVELOPMENT, MAINTENANCE, AND SUPPORT SERVICES (“First Amendment”)**, is made and entered into as of the date stated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **FRUITION GROWTH, LLC**, a Colorado limited liability company authorized to conduct business in the State of Colorado (“**Contractor**”) (together “**Parties**”).

**WITNESSETH:**

**WHEREAS**, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”); and

**WHEREAS**, the City and Contractor entered into a written Agreement for Professional Web Site Development, Maintenance, and Support Services, dated March 12, 2023, Contract No. PLANE-202262970-00 (“**Existing Agreement**”) pursuant to which Contractor provides professional services to develop, create, test, deliver, maintain and support a web site(s) for DEN (collectively, the Existing Agreement as amended by this First Amended, is referred to as the “**Agreement**”); and

**WHEREAS**, the Parties wish to amend the Agreement as stated in this First Amendment to add additional services related to hosting of the web site(s) and increase the Maximum Contract Amount; and

**WHEREAS**, the terms and conditions of the Existing Agreement not specifically amended in this First Amendment shall remain the same;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. Exhibit A, “Scope of Work”, of the Existing Agreement is hereby deleted and replaced with the Amended Exhibit A, “Scope of Work”, attached hereto.

2. Section 5.A of the Existing Agreement, titled “Maximum Contract Amount”, is hereby deleted in its entirety and replaced with the following:

“**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Two Million Five Hundred Twenty-Eight Thousand Three Hundred Eighty-One Dollars and Zero Cents (\$2,528,381.00)** (“**Maximum Contract Liability**”). Contractor will be performing the services on a time and material or fixed fee basis up to the Maximum Contract Amount. Contractor’s fee is based on the time

required by its professionals to complete the services, a fixed fee agreed to by the Parties, or as may otherwise be set forth on Exhibit B, B-1 or in a Task Order.”

3. Section 6 of the Existing Agreement, titled “MWBE, Wages and Prompt Payment” is hereby renamed **EDI, Wages and Prompt Payment**, and Section 6.A.iii is hereby deleted in its entirety and replaced with the following:

**“6. EDI, WAGES AND PROMPT PAYMENT**

**A. ...**

**iii. Equity Diversity and Inclusion (“EDI”) Plan.** Contractor shall comply with the Equity, Diversity and Inclusiveness Plan attached as **Exhibit E**, as it may be modified in the future (“**EDI Plan**”).”

4. Section 6.D. of the Existing Agreement, titled “City Prompt Pay”, is hereby deleted in its entirety and replaced with the following:

**“D. Denver Wage Laws.** To the extent required by law, Contractor shall comply with and agrees to be bound by all rules, regulations, requirements, conditions and City determinations regarding the City Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26, 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 Contract, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and Civil Wage Theft Ordinances that any failure by Contractor, or any other individual or entity acting subject to this Contract, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. Section 5 of the Existing Agreement titled “Compensation and Payment”, subsection 5.D. “Fees” is hereby deleted in its entirety and replaced with the following:

**“D. Fee.** Initial individual hourly rates and charges, including any applicable multiplier, are set forth in Exhibit B. Rates for hosting of flydenver.com are set forth in Exhibit B-1. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.”

6. Section 15 of the Existing Agreement, titled Contract Documents; Order of Precedence”, is hereby deleted in its entirety and replaced with the following:

**“15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

**A. Attachments.** This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit B-1: Flydenver.com Hosting Cost and Schedule

Exhibit C: Insurance Requirements

Exhibit D: *Not used*

Exhibit E: Utilization Plan

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of 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 document shall control to resolve such conflict, is as follows, in descending order:

Appendix

Section 1 through 16 hereof

Exhibit A

Exhibit B

Exhibit B-1

Exhibit C

Exhibit E”

7. Except as modified by this First Amendment, all of the terms and conditions of the Existing Agreement are hereby ratified, incorporated hereing, and shall remain in full force and effect.

8. This First Amendment shall not be effective or binding on the City until approved by the Denver City Council and fully executed by all signatories of the City.

**[SIGNATURE PAGES FOLLOW]**

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

PLANE-202476558-01 / LEGACY-202262970-01  
FRUITION GROWTH 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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

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

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

PLANE-202476558-01 / LEGACY-202262970-01  
FRUITION GROWTH LLC

By:

Signed by:

  
B6A9188A37A0432...

Name:

Jim Collins  
(please print)

Title:

Chief Executive Officer  
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

---

**Denver International Airport**  
**Global Communications and Marketing**

Request for Proposals  
On-call Website Design Services

Exhibit A Scope of Work

---

Denver International Airport (DEN) worked with Fruition Growth LLC on web design services to create a new design and layout of FlyDenver.com (launched November 29, 2023), develop new applications as needed and support existing applications. They provided maintenance efforts on the previous site and continue to do so on the new one. Additionally, they provide other needed support to ensure the website is secure, meets Americans with Disabilities Act (“ADA”) and Colorado House Bill 21-1110 accessibility standards (collectively, “Accessibility Compliance”) and the needs of our passengers, community and job seekers. Additionally, Fruition provides Cloud Hosting + CMS Core Security & Plugin Updates.

---

**Denver International Airport**  
**Global Communications and Marketing**

Request for Proposals  
Flydenver.com Redesign and Ongoing Support  
Exhibit A Scope of Work

---

**SCOPE OF WORK**

The Aviation Department of the City and County of Denver (Denver International Airport, DEN) contracted Fruition Growth LLC to provide ongoing maintenance on the new website, including, without limitation, website design and development, content management solution, website optimization, knowledge transfer/staff training, Accessibility Compliance and technical and operational support. All current and future updates must ensure FlyDenver.com is in compliance with all Accessibility Compliance requirements and enhances the passenger experience. Ongoing maintenance activities are required as any additional work or support is needed to keep the website secure, search optimized and functional. Fruition also provides Cloud Hosting + CMS Core Security & Plugin Updates.

**WEBSITE MAINTENANCE GOALS**

1. 1. Comply with Title II of the Americans with Disabilities Act (ADA) and best practices as related to website accessibility
2. 2. Comply with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the “Guidelines”)
3. 3. Comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards

**WEBSITE HOSTING**

Fruition shall provide Cloud Hosting services for the following Client site: <http://flydenver.com/>

Cloud Hosting includes the following features for each site:

- Kubernetes management for dedicated DEN production and staging clusters on Fruition infrastructure
- Docker image updating and Kubernetes security monitoring and configuration changes based on CrowdStrike reporting
- Security remediation for the application based on Tenable scans
- FlyDenver.com web application
- 24/7 Application and Infrastructure Monitoring
- Daily Backups
- Git Repository & Deployment Management

To the extent not otherwise governed by the terms and conditions of the Agreement, all hosting

---

**Denver International Airport**  
**Global Communications and Marketing**

Request for Proposals  
Flydenver.com Redesign and Ongoing Support  
Exhibit A Scope of Work

---

services shall be subject to the terms and conditions of Fruition's Hosting Service Level Agreement, which are incorporated as if fully stated herein, and can be accessed here: <https://fruition.net/hosting-terms/> The Parties agree that the following sections of Fruition's Hosting Service Legal Agreement are superseded by the term of the Agreement, are hereby deleted and have no validity under this Statement of Work:

Section 6. Hosting Related Limitation of Liability

Section 7. Indemnification

Section 8. Insurance

Fruition shall also provide CMS Core Security & Plugins Updates for the following Client site:

<http://flydenver.com/>

- Fruition will update WordPress Core and Plugins to latest released and tested versions
- These updates will be completed at least once a month, but may be done more often when a high-priority security vulnerability update is released
- Some updates may also be skipped if we find conflicts between competing WordPress Core and Plugin versions while attempting updates
- Fruition will release all updates to a staging environment, test these updates, and once verified as approved (either internally or with the Client), Fruition will release these to production
- Fruition shall work with DEN's change management process to release updates as approved.
- Logging of code changes, including WordPress Core and Plugin Updates, are maintained in the code repository and mirrored to DEN's Azure repos.

#### **SERVICE REVIEW MEETINGS**

The service manager will coordinate meetings between the parties on a regular basis to coordinate, detail, implement and control the operational processes. Service review meetings for this service are to be held monthly unless a different interval is arranged between parties. The aim of these meetings is to discuss and evaluate the achievement of the service levels for the past period and to develop measures for service improvement. Another goal is to coordinate planned activities of the parties involved and capacity planning for the coming period.



# Exhibit B-1

**Flydenver.com Hosting Cost and Schedule. These costs represent a 4% annual increase.**

2025	2026	2027
\$19,240 per month	\$20,010 per month	\$20,810 per month