

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and DENNIS E. MOLDENHAUER, an individual, with an address of 220 Overlook Road, Elizabeth, Colorado 80107 (the "Contractor"), collectively the "Parties.

RECITALS

A. The City and the Contractor entered into an Agreement dated November 13, 2007, relating to dead animal pickup & disposal from and within the City (the "Agreement"); and

B. The City and the Contractor wish to extend the term of the Agreement for a brief term (six months) to provide continuity of service during the time a competitive selection process is engaged and increase the total compensation to be paid;

The parties hereby amend the Agreement as follows:

1. Paragraph 4 of the Agreement, entitled "**TERM**", is amended to delete Subparagraph A in its entirety and to revise the introductory sentence as follows:

"4. **TERM**: The term of the Agreement shall commence on October 1, 2007 and terminate on March 31, 2013."

2. Subparagraphs A & B of Paragraph 5 of the Agreement entitled "**PAYMENT**", are amended to read as follows:

"5 **PAYMENT**:

A. The Contractor agrees to accept, and the City agrees to pay, as the total compensation for its complete costs incurred for all services rendered during the term of this Agreement the amount of:

1. Seven Thousand, Nine Hundred Dollars (\$7,900.00), per month, during the First Term until September 30, 2008;

2. Eight Thousand, One Hundred Dollars (\$8,100.00), per month, during the Second Term, October 1, 2008 until September 30, 2009, if authorized by Manager;

3. Eight Thousand, Three Hundred Dollars (\$8,300.00), per month, during the Third Term, October 1, 2009 until September 30, 2010, if authorized by Manager;

4. Eight Thousand, Five Hundred Dollars (\$8,500.00), per month, during the Fourth Term, October 1, 2010 until September 30, 2011, if authorized by Manager; and

5. Eight Thousand Seven Hundred Dollars (\$8,700.00), per month, during the Final Term, October 1, 2011 until March 31, 2013.

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6. Which sums shall be payable in accordance with the progress of the work as fully documented by Contractor's periodic invoice.

B. Notwithstanding any other provision of this Agreement, the maximum payment obligation under this Agreement shall not exceed **FIVE HUNDRED FIFTY THOUSAND, TWO HUNDRED DOLLARS AND NO/XX (\$550,200.00)** (the "Maximum Contract Amount"). The Contractor acknowledges that the City is not obligated to execute an Agreement or any amendments for any further services or expenses, including any services performed by Contractor beyond those specifically described herein. Any services performed beyond those set forth herein are performed at Contractor's risk and without authorization under the Agreement."

3. A new paragraph 16, entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is added to the Agreement and reads as follows:

"16. NO EMPLOYMENT OF ILLEGAL ALIENS 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 Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(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.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor 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 Contractor from submitting bids or proposals for future contracts with the City.”

5. A new paragraph 17, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is added to the Agreement and reads as follows:

“17. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PWADM-CE76016-01

Contractor Name: MOLDENHAUER, DENNIS E

By: 

Name: DENNIS E. MOLDENHAUER
(please print)

Title: CONTRACTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PWADM-CE76016-01

Contractor Name: MOLDENHAUER, DENNIS E

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____

