

SECOND AMENDATORY AGREEMENT
(On-Call Environmental Services)

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AECOM Technical Services, Inc.**, a California corporation, authorized to conduct business in Colorado, whose address is 300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071 (“Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 14, 2021, and an Amendatory Agreement dated June 20, 2023 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the Maximum Contract Amount, update paragraph 13-Examination of Records, and add paragraph 44-Compliance with Denver Wage Laws.

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

1. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **D. i.** entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**D. Maximum Contract Amount:**

i. Notwithstanding any other provision of the agreement, the City’s maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,500,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those provided for under, and authorized in accordance with, the Agreement are performed at Consultant’s risk and without authorization under the Agreement.”

2. Section 13 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**13. 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 audits 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.”

3. Section 44 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“**44. 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.”

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

5. This Second Amendatory 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.

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Contract Control Number: ESEQD-202472530-02 / ENVHL-202056459-02
Contractor Name: AECOM TECHNICAL SERVICES, 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:
Contractor Name:

ESEQD-202472530-02 / ENVHL-202056459-02
AECOM TECHNICAL SERVICES, INC.

By:  _____
8782412ACD824DB...

Name: vasanta kalluri
(please print)

Title: Vice President - Environment
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)