

## **FIRST AMENDATORY ON-CALL CONSTRUCTION SERVICES CONTRACT**

This **FIRST AMENDATORY ON-CALL CONSTRUCTION SERVICES CONTRACT** (the “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and hereinafter referred to as the "City," party of the first part, and **SEMA CONSTRUCTION, INC.**, hereinafter referred to as the "Contractor," a Colorado corporation, located at 7353 S. Eagle Street, Centennial, Colorado 80112, party of the second part, jointly (“the Parties”).

### **RECITALS:**

**A.** The Parties entered into an Agreement dated April 1, 2019, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to increase the maximum contract amount, extend the term, update paragraph 5-no discrimination in employment, update paragraph 19-no employment of illegal aliens, and amend bond change rider.

**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 “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**5. NO DISCRIMINATION IN EMPLOYMENT** In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.”

2. Section 16 of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is hereby deleted in its entirety and replaced with:

“**16. MAXIMUM CONTRACT AMOUNT**

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all work authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.”

3. Section 17 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

**“17. TERM**

The term of this agreement will commence **April 1, 2019** and expire on **March 31, 2024**. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term. If the term of any project extends beyond the Term, this Agreement shall remain in full force and effect but only as to such project, and only through the end of the project’s term, as may be extended by amendment to each project.”

4. Section 19 of the Agreement entitled “**No Employment of Workers Without Authorization to Perform Work Under the Agreement.**” is added to the Agreement, as follows:

**“19 No Employment of Workers 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 Contractor 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 will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor 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 the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this 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 Contractor 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 the 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 a 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 Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor 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 Contractor shall be liable for actual and consequential damages to the City. Any 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 Contractor 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 First Amendatory On-Call Construction Services Contract 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.]**

**Contract Control Number:** DOTI-202161129-01 [201947371-01]  
**Contractor Name:** SEMA CONSTRUCTION, 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:

\_\_\_\_\_

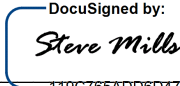
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By:

\_\_\_\_\_

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

DOTI-202161129-01 [201947371-01]  
SEMA CONSTRUCTION, INC.

By:  \_\_\_\_\_  
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Name: Steve Mills  
(please print)

Title: Corporate V.P., Contracts  
(please print)

ATTEST: [if required]

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

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

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