

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is made and entered into as of the date stated on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation (the “**City**”) and **BAYAUD ENTERPRISES, INC.**, a Colorado non-profit corporation (“**Contractor**”) (collectively “**Parties**”).

WITNESSETH

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

WHEREAS, Contractor is engaged in the business of providing professional alternate employment services for DEN; and

WHEREAS, the DEN New Heights Program (“**Program**”) was launched in April 2023 as a result of collaboration between the City and Contractor with the Colorado Department of Corrections (“**CDOC**”) and provides an accessible work experience and transitional success to navigate employment services for individuals exiting the CDOC system; and

WHEREAS, the Parties hereto entered into a certain Professional Services Agreement, for a Pilot Program providing alternate employment services at DEN, which was effective March 29, 2023, (the “**Existing Agreement**”) (Contract No. 202265817-00), under which Contractor and the City agreed to the terms of the Contractor’s services; and

WHEREAS, due to the success of the Program, the Parties now wish to amend the Existing Agreement to implement a long-term program, extend the Term and increase the Maximum Contract Amount, as set forth in this First Amendment;

NOW, THEREFORE, and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Article 4, Section A, “Term,” of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“**Term.** The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2), additional, one-year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

“Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory 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 **Nine Million Six Hundred Twenty-Six Thousand Four Hundred Seventy-Five Dollars and No Cents (\$9,626,475.00)** (“**Maximum Contract Amount**”). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.”

3. The Scope of Work, as set forth in *Exhibit A* and defined in the Existing Agreement, is hereby deleted in its entirety and replaced with the new *Exhibit A*.

4. The Rates, as set forth in *Exhibit B* and defined in the Existing Agreement, is hereby deleted in its entirety and replaced with the new *Exhibit B*.

5. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here and are hereby ratified and reaffirmed.

6. This First Amendment to the Agreement shall not become effective or binding on the City until it is approved by the City Council, if so required by the City’s Charter, and it is fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202370344-01/Legacy Number 202265817-01
Contractor Name: BAYAUD ENTERPRISES, 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:

PLANE-202370344-00/ Legacy Number 202265817-01
BAYAUD ENTERPRISES, INC.

By:  _____
8AF6206424604B6

Name: Cindi Chapman
(please print)

Title: Director of CORE
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Bayaud Enterprises Contract Amendment Scope of Work

Background:

The Denver International Airport (DEN) has engaged in partnership with the Colorado Department of Corrections (CDOC) regarding a pilot program that offers a work experience and employment pathway for justice-involved individuals who are exiting the CDOC system or already placed in transitional halfway housing. The pilot program launched in April 2023 and operates as a contract of the Center of Equity and Excellence in Aviation (CEEA) in partnership within DEN Operations Maintenance division through a program operator, Bayaud Enterprises, Inc. ("Contractor"). The pilot program was intended to span twelve (12) months with an evaluation period to determine long-term program planning. Based on the success of the pilot program, the Parties are pursuing a contract amendment to solidify the long-term program and extend it for up to five (5) years. The following information defines the roles and responsibilities.

Bayaud Responsibilities:

1. Collaboration – Contractor shall work in collaboration with CDOC and any other corrections agency, if applicable, to identify and screen eligible participants to ensure they meet program requirements. Contractor also agrees to develop and adopt a safety plan to address any safety or security incidents that arise. Contractor shall ensure participants comply with established policies, rules and regulations of the program. Failure to do so will result in appropriate intervention and disciplinary action up to and including removal from the program.
2. Contractor shall provide program participants with re-entry support and training. Furthermore, Contractor may visit eligible participants who are in custody for purposes of future recruitment.
3. Work week - Contractor shall work with DEN Operations and Maintenance division as follows:
 - i) Contractor's crew shall work up to four (4) days per week Monday through Thursday, excluding holidays.
 - ii) Contractor shall provide up to four crews per day, consisting of a minimum of one (1) supervisor and a maximum of five (5) workers dedicated to performing work as detailed below.
 - iii) Contractor's crew(s) shall work a day shift and an evening shift covering the following hours: 7:00am – 3:30pm, 3:30pm-12:00am. Start and end times are negotiable.
 - iv) DEN will provide all necessary tools and equipment required.
 - v) All work will be done on DEN airport property.
4. Litter Abatement
 - i) Service shall consist of removal of trash and debris, which shall be put into plastic bags provided by DEN and placed off the highway away from any traveled portion of the roadway, where DEN personnel will, within the next working day of having said bags placed, load the bags onto trucks to remove and dispose of them. Contractor shall pull large and heavy items and place them in an area near a green delineator post, away from the traveled portion of the roadway, where DEN will pick them up within the next working day of having said items placed.
5. Debris removal & cleanup – DEN will provide specialized training and contractor support, as needed.



Exhibit A

Bayaud Enterprises Contract Amendment Scope of Work

6. Graffiti – Duties shall include assisting DEN crews with power washing, painting, and containing any runoff or waste associated with cleanup. Contractor's crew shall perform duties throughout the airport property.
7. Vegetation Control (controlling weeds) – Additional crews can be scheduled on an as needed basis and must be approved by DEN Maintenance Superintendent prior to scheduling work. Contractor shall be responsible for cutting weeds in areas that cannot be cut with normal machine mowing operations by DEN. These areas shall include, but not limited to slopes, behind and under guardrails; behind bridge approach barriers: bridge aprons and slopes: and sound barrier fences.
8. Structures – The contractor's crew will perform work alongside DEN crews, work will consist of cleaning expansion joints, drains, bearings, external girders, curb, and bridge rail mounts. Cut weeds, trees within 200 feet of both directions of structure and along all slope paving.
9. Best Management Practices (BMP) Erosion Control Device - Structures – The contractor's crew will perform work alongside DEN crews, which will consist of crews performing a variety of task including cleaning of inlets, catch basins, and pipes and removal of debris from inlets, culverts, and channels. Contractor's crews shall additionally repair and stabilize streambanks and hand mow, shovel, set blankets/bails, stake, and remove/install silt fence.
10. Facility Snow Removal at DEN Facilities – Work shall consist of removing snow and ice from sidewalks, parking lots/structures, and other areas as needed. Contractor's crew shall hand spread solid deicers (salt) when needed and directed by a DEN designee. DEN's established cold weather safety practices will apply to the contractor's crew.
11. Facility Post Storm Cleanup after a snow event – Work consists of sweeping sand/salt off sidewalks, parking lots/structures, and other areas as needed as well as cleaning debris around facilities and parking lots. Contractor shall store all filled trash bags at a designated area for disposal by DEN.
12. Vehicles – Contractor shall provide a crew to provide truck/snowplow, and equipment washing. This includes general washing, engine cleaning, degreasing, sand, and salt cleaning from v-boxes with the use of hot/cold water pressure. Contractor shall at no time operate DEN fleet equipment.
13. Repair and Build – Contractor shall work at the direction of the Maintenance division to perform a wide range of repair and build duties such as but not limited to; snow removal, fence repair/build, parking lots fence maintenance, repair and replace delineators, power wash landside areas and customer facing curbs, and assist with labor if projects are landside, such as asphalt, concrete, erosion, etc.
14. Perform the work in the safest manner possible. Work crews shall not cross the highways to work on both sides of the highway at the same time.
15. Ensure that strobe light on van or work unit is on while crews are in operation.
16. Manage work unit and signs (appropriate sign from MUTCD listing W2 I -I or W2 I- la, Worker's word message or Worker's word symbol sign) as the work moves along any side of the highway.



Exhibit A

Bayaud Enterprises Contract Amendment Scope of Work

17. Provide direct supervision and safety of its crews at all times. Safety vests, shoes, gloves, and safety boots shall be always worn by work crews when working on right-of-way.
18. Ensure work crews with proper Personal Protective Wear such as boots, gloves, and safety items (e.g., eye/face protection, ear protection, and vest) provided by DEN.
19. Provide meals, beverage and ensure access to restroom facilities, and transportation to and from assigned work sites.
20. DEN to provide all working crews with proper hand tools including, but not limited to shovels, rakes, brooms, powered weed cutters, chainsaws, cutting cords, etc., and any other supplies for the operation and maintenance of their equipment. This includes gasoline/fuel, weed eater string, etc.
21. Work crews shall work up to four (4) days per week Monday through Thursday, excluding holidays between 6.5 - 8 hours per/day depending on the work (allowing up to one (1) hour travel time to and from the jobsite).
22. Provide timely pay at or above minimum wage based on City and County of Denver standards and prevailing wage requirements.
23. Provides program data on a monthly basis that includes outcome tracking for the following metrics daily participant counts, wages distributed, types and counts of supplemental resources, job placements, wage tracking for three months post-employment, % of case management services provided, job placement by industry, reasons why participants leave the crew outside of employment, participant demographics and any other related data based on program insights.
24. Enforce its zero-tolerance policy toward:
 - (i) Profanity,
 - (ii) Harassment of any kind,
 - (iii) Violence of any kind,
 - (iv) Intoxication of any kind, and/or possession of prohibited substances,
 - (v) Weapons of any kind,
 - (vi) Showing up to work late (participants excused if they call in),
 - (vii) No call/No show two times.

DEN responsibilities:

1. Serve as the lead program convener with Bayaud, CDOC and DSD for all planning, implementation, monitoring and evaluation activities. This includes keeping open lines of communication and ensure that the program relationship is progressing.
2. Provide overall direction for work crews through Bayaud lead worker and mitigate any site challenges.
3. Ensure all worksites are reasonably safe in order to successfully manage assigned duties.
4. Provide access to all relevant tools and supplies required to perform assigned site duties.



Exhibit A

Bayaud Enterprises Contract Amendment Scope of Work

5. Provide instruction for application based on assigned duties.
6. Ensure tools and supplies are collected and appropriate returned after the completion of each shift.
7. Ensure a full-time supervisor is available and actively monitoring all activities. As needed, a back-up resource will be there if supervisor is not available.
8. Provide any specialty safety equipment outside the normal equipment provided when needed for a particular location or activity.
9. For specialized tasks and sensitive circumstances, provide specialized training and/or we have specialty contractors onsite to provide support.
10. Handle any disputes with DEN stakeholders or local entities that have encroached on any rights-of-way.
11. Issue ad hoc/on-call Work Orders at least once a week in advance of when the work needs to be performed.
12. Works closely with Contractor to review and analyze data to identify insights to be used for strengthening the program performance outcomes.
13. Work proactively with the Contractor in advance of any media or external communication efforts.
14. Ensure all DEN staff that work regularly alongside DEN New Heights participants complete Bayaud Enterprise's Mental Health First Aid and Non-Violent Crisis Intervention trainings.
15. Draft and provide a Waiver and Release Form to Bayaud and its participants.



WAIVER AND RELEASE

I, the undersigned, acknowledge and agree that the City and County of Denver (the “City”), acting on behalf of its Department of Aviation (“DEN” or “Airport”) and its officers, agents, representatives and employees, shall not be liable for any injury, loss (including death) and/or damage to any person (including the undersigned) or for loss, theft, damage or injury to any property regardless of how such injury or damage was caused, sustained, or alleged to be caused or sustained, as a result of or in connection with the undersigned’s participation in:

All work assignments shall be directed by DEN Maintenance and identified in the contract scope of work. The nature of the work will be physical labor to complete various landside work tasks. This document shall be valid for the following dates,

from January 2024 through December 2028.

I, on behalf of myself and my heirs, executors, administrators, and assignees, waive, discharge, release and hold harmless the City and DEN, and I shall defend and indemnify the City and DEN from all liability, claims, actions, damages, losses, and expenses directly or indirectly caused by or arising out of the above-described activities. I shall not sue or make any claim or otherwise bring action against the City, its elected and appointed officials, representatives, agents, employees, officers, and staff, including DEN staff, because of my participating in the Activity.

I also agree and understand that this Waiver and Release is to be interpreted as broadly as permitted by the laws of the State of Colorado and consent to the absolute applicability of the said laws, notwithstanding any conflicts of law provisions to the contrary. Any dispute or claim shall be brought exclusively in the state or federal court(s) of Colorado, with the undersigned waiving any right to challenge the jurisdiction and venue in such court(s) regarding any action, suit or proceeding in connection with the activity referenced herein.

I have read the foregoing conditions and certify my compliance by my signature.

Print Name of Participant

Signature of Participant

Date

Exhibit B
Rates and Budget

Bayaud Enterprises, Inc.	
New Heights @ 4 Crews	
Approximate Annual Costs/Year	
Personnel	
Program Manager (1.0 FTE)	\$62,000.00
Site Lead 4 (4.0 FTE)	\$216,320.00
Employment Specialist - (1.5 FTE)	\$84,240.00
Case Manager - (1.5 FTE)	\$84,240.00
Admin (.5 FTE)	\$24,960.00
Subtotal	\$471,760.00
Fringe 30% of base salaries	\$141,528.00
Subtotal	\$613,288.00
Participant Wages	
<i>New Heights \$24.75/hr, 8 hr/day, 4 days/wk, 50 wks/yr</i>	
<i>24.75*8 hrs *4 days= \$792/wk *50 wks/yr = \$39,600</i>	
<i>5 people/crew = \$198,000 Annual</i>	
4 crews	\$792,000.00
Subtotal	\$792,000.00
Other	
Dues & Subscriptions	\$4,725.00
Phones	\$4,320.00
Transportation	\$160,000.00
Participant Support Existing Crew (and uniforms) +3	\$64,000.00
Staff Development	\$4,500.00
ADP Payroll	\$15,000.00
Subtotal	\$252,545.00
Total Direct Costs	\$1,657,833.00
Administrative Indirect Costs @ 10%	\$165,783.30
Subtotal	\$165,783.30
Total Costs	\$1,823,616.30

Approximate Annual Costs over the life of the contract				
Year 1	Year 2	Year 3	Year 4	Year 5
\$ 1,807,116.30	\$ 1,737,160.38	\$ 1,800,111.67	\$ 1,864,001.12	\$ 1,928,860.75