

AMENDATORY CONTRACT SERVICES AGREEMENT “On-Call Services”

This **AMENDATORY CONTRACT SERVICES AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (the “**City**”) and **CTM INC.**, a Colorado corporation, with an address of 2240 S. Kalamath Street, Denver, Colorado 80223 (the “**Contractor**”), both of which parties may be individually referred to in this Agreement as a “**Party**” or jointly referred to as the “**Parties**”.

RECITALS

A. The Parties entered into an Agreement dated July 1, 2021, (the “**Agreement**”) to perform and complete all of the services and produce all the deliverables set forth on Exhibit A, the Statement of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term and make such other amendments as set forth herein.

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

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

“**3. TERM:** The term of the Agreement shall start on **July 1, 2021**, (the “**Effective Date**”), and shall expire three years later on **July 1, 2024**, or until the Maximum Contract Amount specified in sub-section 4.A below is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“**Term**”). If the time needed to complete any Task Notice or amended Task Notice extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Task Notice or amended Task Notice; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in subsection 4.A below.”

2. Section 26 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**26. 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.”

3. Section 30 of the Agreement entitled “**CONFIRMATION OF LAWFUL EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**30. [RESERVED]**”.

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

5. This Amendatory Contract Services 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: PARKS-202158458-01 / 202366370
Contractor Name: CTM 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:

PARKS-202158458-01-202366370
CTM INC

By:  _____
6DE777675E504D6...

Name: Shannon willis
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)