

**FIRST AMENDATORY ARCHITECTURAL &  
ENGINEERING DESIGN SERVICES AGREEMENT**

**THIS FIRST AMENDATORY ARCHITECTURAL & ENGINEERING DESIGN SERVICES AGREEMENT** is entered into between the CITY AND COUNTY OF DENVER (the “City”), a municipal corporation of the State of Colorado, and **OZ ARCHITECTURE, INC.**, a Colorado corporation, whose address is 3003 Larimer Street, Denver, Colorado 80205 (the “Design Consultant”), The Design Consultant and the City are sometimes referred to herein collectively as the “Parties” or each individually as a “Party”).

**RECITALS:**

**A.** The City, through its Department of Transportation and Infrastructure (“DOTI”), sought “readily available” professional architectural and engineering design services and related technical services to support the Richard T. Castro Building Revitalization Project at 1200 North Federal Boulevard, Denver, CO 80204 (the “Project”); and

**B.** The Design Consultant represented that its team members include a duly licensed architect and a duly licensed professional engineer in the State of Colorado, and that the Design Consultant had the present capacity and is experienced and qualified to perform such professional architecture and engineering services for the City in connection with the planning, design and construction of the Project, as specified in the Agreement; and

**C.** The Parties entered into an Architectural & Engineering Design Services Agreement dated November 14, 2023, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

**D.** The Parties wish to amend the Agreement to extend the term, update paragraph 5.09-COLORADO GOVERNMENTAL IMMUNITY ACT, and add paragraph 5.34-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 4 of the Agreement entitled “**TERM AND TERMINATION:**”, subsection **4.01** entitled “**Term.**” is hereby deleted in its entirety and replaced with:

“**4.01 Term.** The term of this Agreement shall begin on November 14, 2023, and shall expire May 14, 2028, unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. Nothing contained herein shall obligate the City to extend the Agreement.”

2. Section 5 of the Agreement entitled “**GENERAL PROVISIONS:**”, subsection 5.09 entitled “**Colorado Government Immunity Act.**” is hereby deleted in its entirety and replaced with:

“**5.09 Colorado Government Immunity Act.** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*”

3. Section 5 of the Agreement entitled “**GENERAL PROVISIONS:**”, subsection 5.34. entitled “**Compliance with Denver Wage Laws.**” is hereby added to the Agreement as follows:

“**5.34. Compliance With Denver Wage Laws.** To the extent applicable to the Design Consultant’s provision of Services hereunder, the Design 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 Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design 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 First 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.

**Contract Control Number:** DOTI-202684227-01 [202369497-01]  
**Contractor Name:** OZ ARCHITECTURE, 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:**

DOTI-202684227-01 [202369497-01]  
OZ ARCHITECTURE, INC.

By: DocuSigned by:  
Kevin Schaffer  
92F425DF5B5047D...

Name: Kevin Schaffer  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

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

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