

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DESIGN WORKSHOP, INC.**, (the “**Design Consultant**” or “**Consultant**”), a Colorado limited liability company, whose address is 1390 Lawrence Street, Suite 100, Denver, CO 80204. (the “**Consultant**”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a Design Services Agreement dated April 29, 2021 and an Amendatory Agreement dated December 15, 2023 (the “Agreement”) to provide professional design services.

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

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 “**SECTION 4 - TERM AND TERMINATION**”, Subsection 4.01 entitled “**Term.**”, is amended to read as follows:

“**4.01 Term.** The Agreement will commence on April 29, 2021 and will expire on October 31, 2027, unless sooner terminated upon final completion of the Project.”

2. Section 5 of the Agreement, entitled “**GENERAL PROVISIONS**”, Subsection 5.07 entitled “**Insurance.**”, Subparagraph (a) entitled “**General Conditions:**”, is hereby deleted in its entirety and replaced with the following:

“(a) **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on

the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement."

3. Section 5 of the Agreement, entitled "**GENERAL PROVISIONS**", a new Subsection 5.29 entitled "**Compliance with Denver Wage Laws.**", is hereby being added to the Agreement to read as follows:

"5.29 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 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: DOTI-202580669-02 [202158081-02]
Contractor Name: DESIGN WORKSHOP, 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-202580669-02 [202158081-02]
DESIGN WORKSHOP, INC.

By:

DocuSigned by:

Robb Berg

339321C494E3457...

Name:

Robb Berg

(please print)

Title:

Principal

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)