

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ORDONEZ AND VOGELSANG, LLC**, a Colorado limited liability company, whose address is 1200 Bannock St, Denver, CO 80204 (the “Consultant”), which may be individually referred to herein as a “Party” or jointly referred to as the “Parties”.

### RECITALS:

**WHEREAS**, the Parties entered into a On-Call Professional Services Agreement dated July 18, 2024 and an Amendatory Agreement dated April 24, 2025 (the “Agreement”) to provide on-call consulting services, on an “as needed” basis for the City and County of Denver Department of Community Planning and Development (“CPD”); and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount 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. All references to “...Exhibit B...” in the existing Agreement shall be amended to read: “...Exhibits B and B-1...” as applicable. **Exhibit B-1** is attached and will control from and after the date of execution.

2. Section 2 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**2. TERM:** This Agreement will commence on July 18, 2024 and will expire on July 27, 2029 unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate written amendment to this Agreement (“**Term**”). The Consultant shall complete any task order in progress that was initiated during the term of this Agreement and shall extend until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.A below.”

3. Section 3 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection A entitled “**Maximum Contract Amount**” is amended to read as follows:

“**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **Four**

**Million Six Hundred Thousand Dollars and No Cents (\$4,600,000.00)**, unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Consultant acknowledges and affirms that it shall perform all the services and provide all deliverables, as specified in this Agreement, within the specified Maximum Contract Amount.”

4. A new section 34 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**34. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Consultant’s provision of Services hereunder, the 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.”

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

6. This 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:**  
**Contractor Name:**

CPLAN-202474282-00/CPLAN-202582061-01  
ORDONEZ AND VOGELSANG LLC

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

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

CPLAN-202474282-00/CPLAN-202582061-01  
ORDONEZ AND VOGELSANG LLC

By:

Signed by:

Beth Vogelsang

C2BA35C614E64F6...

Name:

Beth Vogelsang

(please print)

Title:

Beth Vogelsang, Principal Planner and Owner

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

EXHIBIT B-1

Amendment to CPLAN-202474282-00, OV Consulting

Amendment to extend term to July 2029 and increase max contract amount to \$4,600,000.00

The current on-call contract has a 3 year term, beginning in July of 2024, and a maximum capacity of \$1.8 million. By the end of 2025 the current contract will have task orders in place that bring it close to reaching its maximum capacity. The original contract anticipated extending the term from 3 years to 5, and this amendment exercises that option while also adding the corresponding annual funds for the new full term of the contract to increase its financial capacity, as shown in the table below:

Budget for Contract Amendment and Extension (2026-2029)

Year	Funding Source	Amount
2026	CPD P&P Professional Services	\$700,000
2027	CPD P&P Professional Services	\$700,000
2028	CPD P&P Professional Services	\$700,000
2029	CPD P&P Professional Services	\$700,000
TOTAL FUNDS ADDED BY THIS AMENDMENT		\$2,800,000