

FIRST AMENDMENT TO ON CALL PROFESSIONAL SERVICES AGREEMENT

This **FIRST AMENDMENT TO ON CALL PROFESSIONAL SERVICES AGREEMENT** is entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **GOODBEE & ASSOCIATES, INC.** a Colorado corporation registered to do business in Colorado, whose address is 1658 Cole Boulevard, Suite 190, Lakewood, Colorado 80401 (the “Consultant”), jointly (the “Parties”).

RECITALS:

A. The Parties entered into an On Call Professional Services Agreement dated January 7, 2021, (the “Agreement”) to secure professional services and related services to support the Department’s Project Delivery Administration on an "as needed" basis; and

B. The Consultant represents that it has the present capacity, experience and qualifications to perform professional services for the City in connection with the planning, design and construction, as applicable, of various City projects, as specified in this Agreement; and

C. In response to the City’s Request for Qualifications, the Consultant submitted a Proposal for specific categories and services to the City. The Consultant and the City have negotiated a basic scope of categories and services, which includes the committed MWBE participation goals (Exhibit A) established by the Division of Small Business Opportunity (“DSBO”), and Rates for such professional services (Exhibit B); and

D. The Parties wish to amend the Agreement to extend the term, update section 6.06-No Discrimination in Employment, and update section 6.19-No Employment of Illegal Aliens to Perform Work Under the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties mutually agree as follows:

1. Section 4.0 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 commence on **January 15, 2021** and shall expire **January 14, 2024**, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director.”

2. Section 6.0 of the Agreement entitled “**GENERAL PROVISIONS**”, subsection 6.06 entitled “**No Discrimination in Employment**” is hereby deleted in its entirety and replaced with:

“6.06 No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.”

3. Section 6.0 of the Agreement entitled “**GENERAL PROVISIONS**”, subsection 6.19 entitled “**No Employment of Illegal Aliens to Perform Work Under the Agreement.**” is hereby deleted in its entirety and replaced with:

“6.19 No Employment of Workers Without Authorization to Perform Work Under the Agreement.

(a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(b) The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use

of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(c) The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.”

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

5. This First Amendatory Professional 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: DOTI-202261931-01/DOTI-202056678-01
Contractor Name: GOODBEE & ASSOCIATES, 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

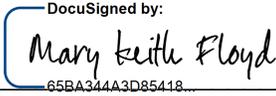
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202261931-01/DOTI-202056678-01
GOODBEE & ASSOCIATES, INC.

By:  _____
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Name: Mary Keith Floyd
(please print)

Title: Principal and Owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)