

AMENDATORY (ON-CALL) CONTRACT

THIS AMENDATORY (ON-CALL) CONTRACT, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (hereinafter referred to as the “**City**”) and party of the first part, and **ROADSAFE TRAFFIC SYSTEMS, INC.**, a Delaware corporation registered to do business in Colorado, whose address is 7909 S. Chambers way, Englewood, CO 80112, (hereinafter referred to as the “**Contractor**”) and party of the second part,

RECITALS

WITNESSETH, commencing on **November 30, 2020**, and for at least three (3) days the City advertised a solicitation for qualifications from qualified general contractors to perform services for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

Pavement Marking On-Call

WHEREAS, said Contractor is now willing, able and has the present capacity to perform all of said work in accordance with this Construction Contract, said advertisement and the referenced selection documents;

WHEREAS, the parties entered into an (On-Call) Contract dated April 2, 2021 (the “**Agreement**”) to perform, and complete all of the services and produce all the deliverables set forth to the City’s satisfaction; and

WHEREAS, the parties wish to amend the Agreement to update paragraph 5- No Discrimination in Employment, update paragraph 7- Wage Rate Requirements, Extend the Term, and add paragraph 19- Examination of Records and Audits.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

1. Section 5 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**”, is hereby deleted in its entirety and replaced with the following:

“5. 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.”

2. Section 7 of the Agreement entitled “**WAGE RATE REQUIREMENTS**”, is hereby deleted in its entirety and replaced with the following:

“7. WAGE RATE REQUIREMENTS

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of **Prevailing Wages Ordinance**, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto as well as the City’s **Minimum Wage Protections** Sections 20-82 through 20-84 D.R.M.C. and any determinations made by the City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates. To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.”

3. Section 16 of the Agreement entitled “**TERM OF PERFORMANCE**”, is hereby deleted in its entirety and replaced with:

“16. TERM OF PERFORMANCE

The Agreement will commence on April 2, 2021, and will expire on April 1, 2025, unless sooner terminated upon final completion of the Project(s).”

4. Section 19 of the Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS**”, is hereby added to the Agreement to read as follows:

“19. EXAMINATION OF RECORDS AND AUDITS

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make

disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

5. Section GC-311, entitled “**TITLE 3- NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT**” of the Agreement is hereby deleted in its entirety and replaced with the following:

“**GC-311 RECINDED.**”

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

7. This Amendatory (On-Call) Contract 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-202472697-01 [202056620-01]
Contractor Name: Roadsafe Traffic Systems, 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-202472697-01 [202056620-01]
Roadsafe Traffic Systems, Inc.

By: DocuSigned by:
Rob Streno
C66787FEFCA44B9... _____

Name: Rob Streno
(please print)

Title: Estimator
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)