

FIRST AMENDMENT

THIS FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES ("First Amendment") is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation acting on behalf of its Department of Aviation ("City"), Party of the First Part, and **GARAGE DOOR SPECIALTIES, INC.**, a Colorado corporation ("Contractor" or "Garage Door Specialties") Party of the Second Part (collectively the "Parties").

WHEREAS, the City and Garage Door Specialties entered an On-Call Agreement for Professional Services (Contract number 202056930) dated May 14, 2021 (the "Existing Agreement"), for professional on-call overhead and automatic door installation and maintenance services at Denver International Airport ("DEN" or "Airport"); and

WHEREAS, the City exercised its right to extend the Term of the Existing Agreement for one (1) year, so that the Expiration Date, as that term is defined in the Existing Agreement, is May 13, 2025 and the City retains the right to extend the Term for one (1) more one-year period; and

WHEREAS, the City desires to amend the Existing Agreement to increase the Maximum Contract Amount, as that term is defined in the Existing Agreement, to, in part, pay for upgrades to various doors around DEN that are required by code to be updated; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the Parties agree as follows:

1. **EXISTING AGREEMENT ARTICLE V. COMPENSATION AND PAYMENT SECTION A. Maximum Contract Amount** is hereby amended by deleting the existing Section A and replacing it with the following-

"A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) ("Maximum Contract Amount"). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount."

2. **EXISTING ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section E. Examination of Records** shall be deleted and replaced with the following-

"1. 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 Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

2. Additionally, Consultant agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

3. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number."

4. **EXISTING ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section B. Non-Discrimination** shall be deleted and replaced with the following-

"B. 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."

5. **EXISTING ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Section I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement** shall be deleted.

6. **EXISTING ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT Section C City Minimum Wage** shall be deleted and replaced with the following-

“C. 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.”

7. All other terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
8. This First Amendment shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number:
Contractor Name:

PLANE-202476508-01 / LEGACY-202056930-01
GARAGE DOOR SPECIALTIES

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:

PLANE-202476508-01 / LEGACY-202056930-01
GARAGE DOOR SPECIALTIES

By:

Signed by:

Mark Ryan

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Name:

Mark Ryan

(please print)

Title:

Vice President

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)