

SECOND AMENDATORY ON-CALL PROGRAM MANAGEMENT AGREEMENT

THIS SECOND AMENDATORY ON-CALL PROGRAM MANAGEMENT AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CH2M HILL ENGINEERS, INC.**, a Delaware corporation registered to do business in Colorado, whose mailing address is 9127 South Jamaica Street, Englewood, Colorado 80112 (the "Consultant"), jointly (the "Parties").

RECITALS

A. The Parties entered into an Agreement dated January 25, 2017, and an Amendatory Agreement dated November 7, 2018, (collectively, the "Agreement") for professional program management and related services ("Program Management") to support the planning, design and construction of Phases 1 and 2 of the National Western Center ("NWC") campus development or "Program" on an "as needed" basis.

B. The Parties wish to amend the Agreement to extend the term, increase the Maximum Contract Amount and update section 6.06-No Discrimination in Employment.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Section 3.05 of the Agreement, entitled "Maximum Contract Amount." is amended to read as follows:

"3.05 Maximum Contract Amount.

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **EIGHTY-THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$83,250,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above."

2. Section 4.01 of the Agreement, entitled "Term." is amended to read as follows:

"4.01 Term. The term of this Agreement shall commence on **January 1, 2017**, and shall expire on **January 31, 2027**, 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 Manager. The City may in its sole discretion decide to extend this Agreement to provide services for additional phases of Program by written amendment.”

3. Section 6.06 of the Agreement 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.”

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

5. This Second Amendatory On-Call Program Management 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-202264449-02[201632012-02]
Contractor Name: CH2M HILL Engineers, 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-202264449-02[201632012-02]
CH2M HILL Engineers, Inc.

By: DocuSigned by:
Jennifer House
06B9B8DA237F462... _____

Name: Jennifer House
(please print)

Title: Vice president
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)