

AMENDATORY DESIGN SERVICES AGREEMENT

This **AMENDATORY DESIGN SERVICES AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HANDPRINT ARCHITECTURE INC**, a Colorado corporation, whose address is 1350 31st Street, Denver, Colorado 80205 (the “**Design Consultant**” or “**Consultant**”, and collectively with the City, the “**Parties**”).

RECITALS:

A. The Parties entered into a Design Services Agreement dated January 13, 2020, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, update paragraph 5.06-No Discrimination in Employment, and update paragraph 5.19-No Employment of Illegal Aliens.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 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 Agreement will commence on **January 13, 2020**, and will expire, unless sooner terminated, on **December 31, 2023** (the “Term”).”

2. Section 5 of the Agreement entitled “**GENERAL PROVISIONS**”, Subsection 5.06 “**No Discrimination in Employment**.” is hereby deleted in its entirety and replaced with:

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

3. Section 5 of the Agreement entitled “**GENERAL PROVISIONS**”, Subsection 5.19 “**No Employment of Illegal Aliens to Perform Work Under the Agreement**.” is hereby deleted in its entirety and replaced with:

“5.19. 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 Design 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 Design 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 Design 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 Design Consultant is liable for any violations as provided in the Certification Ordinance. If the Design 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 Design 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 Design 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 Amendatory Design 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-202265566-01 (201952576-01)
Contractor Name: Handprint Architecture 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

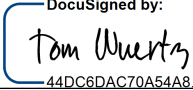
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202265566-01 (201952576-01)
Handprint Architecture Inc

By:  _____
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Name: Tom wuertz
(please print)

Title: PRINCIPAL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)