

## **SECOND AMENDATORY NATIONAL WESTERN CENTER HORIZONTAL DESIGN SERVICES ON-CALL AGREEMENT**

**THIS SECOND AMENDATORY NATIONAL WESTERN CENTER HORIZONTAL DESIGN SERVICES ON-CALL 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 **MERRICK & COMPANY** (the “Consultant”), a Colorado corporation registered to do business in Colorado, whose address is 5970 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111, jointly (the “Parties”).

### **RECITALS:**

**A.** The Parties entered into an Agreement dated April 3, 2018, and a First Amendatory Agreement dated May 5, 2023 (collectively, the “Agreement”) to support the National Western Center (“NWC”) Phase 1 and Phase 2 capital build phases (“Design Services”) on an “as needed” basis, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, update section 6.04-Consultant’s Records/Examination of Records, and add section 6.29-Compliance with Denver Wage Laws.

**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 “**Term.**” is hereby deleted in its entirety and replaced with:

“**4.01 Term.** The term of this Agreement shall commence on **April 15, 2018**, and shall expire on **April 14, 2025**, 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 of the Agreement entitled “**GENERAL PROVISIONS**”, subsection **6.04** entitled “**Consultant’s Records / Examination of Records.**” is hereby deleted in its entirety and replaced with:

“**6.04 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 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 audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

3. Section 6.29 of the Agreement entitled “**Compliance with Denver Wage Laws.**” is hereby added to the Agreement as follows:

“**6.29 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.”

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

5. This Second Amendatory National Western Center Horizontal Design Services On-Call 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-202472619-02 [201840729-02]  
**Contractor Name:** MERRICK & COMPANY

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:** DOTI-202472619-02 [201840729-02]  
**Contractor Name:** MERRICK & COMPANY

By: 

DocuSigned by:

Michael Martin

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Name: Michael Martin  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

By:

Name:   
(please print)

Title:   
(please print)