

FIRST AMENDMENT

THIS FIRST AMENDATORY TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) is entered into as of the date indicated on the City’s signature page below (the “**Amendment Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation (“**City**”), and **WOOLPERT, INC.**, an Ohio corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WHEREAS, the City and Consultant entered into an On-Call Agreement for Professional Services (Contract No. 202158904) dated November 22, 2021 (the “**Original Agreement**”) for professional geospatial support services at Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to amend the Original Agreement to extend the total term of the Original Agreement and to amend other terms of the Original Agreement; and

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

1. **ARTICLE IV. TERM AND TERMINATION SECTION** is hereby amended by deleting the existing **Section A** and replacing it with the following:

“**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).”

2. **ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT SECTION B Prevailing Wage** is hereby amended by deleting the existing Section B and replacing it with the following:

“**B. Prevailing Wage.** To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Consultant shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

iii. Consultant shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Consultant shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing: auditor@denvergov.org.

v. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.”

3. **ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT SECTION C City Minimum Wage** is hereby amended by deleting the existing Section C and replacing it 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.”

4. **ARTICLE XI. RECORDS RETENTION AND STANDARD CITY PROVISIONS SECTION E. Examination of Records and Audits Part 1** is hereby amended by deleting the existing Section E, subsection 1 and replacing it 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.”

5. **ARTICLE XI. RECORDS RETENTION AND STANDARD CITY PROVISIONS SECTION I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement** is hereby amended by deleting the existing Section I in its entirety.
6. Except as modified by this First Amendment, all of the terms, provisions and conditions of the Existing Agreement shall remain in full force and effect and are hereby ratified and reaffirmed.
7. This First Amendment shall not be or become effective or binding on the City until approved by the Denver City Council and fully executed by all signatories of the City and County of Denver.

[Signatures on Following Pages]

Contract Control Number: PLANE-202473362-01/LEGACY NO.-202158904-00
Contractor Name: Woolpert, 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:

PLANE-202473362-01/LEGACY NO.-202158904-00
Woolpert, Inc.

By:  _____
E0C2F0D425854DF...

Name: Eric Risner
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)