

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT, is made and entered into as of the date stated on the signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **LS GALLEGOS & ASSOCIATES, INC.**, a Corporation authorized to conduct business in the State of Colorado, (“**Consultant**”).

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”); and

WHEREAS, the City and Consultant entered into a written Agreement # 201839866-00 dated May 2, 2018 (“**Agreement**”) wherein they agreed to provide on call professional, technical, and support personnel to perform project management services; and

WHEREAS, the City now wishes to add additional funds, term and clarification to the scope of work with this First Amendment; and

WHEREAS, Consultant is willing and able to perform the Work;

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

1. Article III, titled Term and Termination, subsection A, is hereby deleted in its entirety and replaced with the following.

A. Term. The Term of this Agreement shall commence on date of execution (“**Effective Date**”), and shall terminate on December 31, 2024, unless sooner terminated as provided in this Agreement. The Agreement term may be extended at its current terms and conditions for two additional one-year periods, but in no event shall the term be extended beyond December 31, 2026. These extensions, if exercised by the Airport, shall be exercised by providing written notice to the Consultant. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the CEO’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

2. Article IV, titled Compensation and Payment, paragraph A, Maximum Contract Amount is hereby deleted in its entirety and replaced with the following.

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall the City be liable 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 **Twenty-Eight Million Dollars and No Cents (\$28,000,000.00)**

(the “**Maximum Contract Liability**”). Consultant will be performing the services on a time and material basis up to the Maximum Contract Liability. Consultant’s fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit E** and vary according to the experience and skill required.

3. Article II, titled Duties and Responsibilities of Consultant, subsection D, Personnel Assignments is hereby deleted in its entirety and replaced with the following.

1. All key professional personnel identified in the Task Order will be assigned by Consultant or subconsultants to perform work under this Agreement for the entire Term of this Agreement (“**Key Personnel**”). The Consultant shall provide for each proposed Key Personnel complete resumes, billing category and other information describing their ability to perform the tasks assigned. It is the intent of the Parties that all Key Personnel be engaged to perform their specialty for all such services required by this Agreement and that Consultant's and any subconsultant's Key Personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

2. If Consultant decides to replace any of its Key Personnel; it shall notify the Project Manager in writing of the changes it desires to make. No such replacement shall be made until a replacement is approved in writing by the CEO or the CEO’s designee, which approval shall be made in her sole and absolute discretion.

3. If, during the term of this Agreement, the Project Manager determines that the performance of an approved Key Personnel is not acceptable, he shall notify Consultant, and the Consultant will have five (5) calendar days to correct the performance or provide a proposed replacement for the Key Personnel. If the Project Manager notifies Consultant that certain of its Key Personnel must be immediately reassigned, Consultant will immediately reassign the Key Personnel and use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice.

4. Article II, titled Duties and Responsibilities of Consultant, subsection E, titled Subcontracts is hereby deleted in its entirety and replaced with the following.

1. All Subconsultants shall be identified in the Task Order and will perform work under this Agreement for the entire duration of the Task Order (“**Subconsultants**”). It is the intent of the Parties that all Subconsultants be engaged to perform their specialty for all such services required by this Agreement and be retained for the life of this Agreement to the extent practicable.

2. Excluding any subconsultants identified in the Task Order, no final agreement or contract with any additional or substitute subconsultant shall be entered into without the prior written consent of the CEO or the CEO’s authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the

CEO. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

3. Because Consultant's represented professional qualifications are consideration to the City in entering into this Agreement, the CEO (or the CEO's authorized representative) shall have the right to reject any proposed outside subconsultant or subcontractor for this work deemed by the CEO, in the CEO's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them, all in the CEO's sole and absolute discretion. The CEO shall exercise reasonableness in making such decisions regarding subconsultants or subcontractors.

4. Consultant is subject to D.R.M.C. §20-112 wherein Consultant is to pay its subconsultants in a timely fashion. A payment is timely if it is mailed to the subconsultant no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

5. Article VII, titled Standard City Provisions, subsection M, titled City Minimum Wage is hereby added with the following.

M. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, §§20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by 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.

6. Except as modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

7. This First Amendment to the Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

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Contract Control Number: PLANE-201952465-01/ Alfresco 201839866-01
Contractor Name: LS GALLEGOS AND ASSOCIATES 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-201952465-01/ Alfresco 201839866-01
LS GALLEGOS AND ASSOCIATES INC

By:  _____
6670BDEAB8C74C7...

Name: Melanie Urso
(please print)

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)