

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NETWORK INFRASTRUCTURE CONSTRUCTION COMPANY**, a Colorado Corporation whose address is 12835 US Highway 285, Conifer, Colorado 80433 (the “Contractor”).

RECITALS:

WHEREAS, the Parties entered into an Emergency and On-Call Repair & Maintenance Contract dated June 9, 2022, and a Revival and Amendatory Agreement dated August 22, 2023 (the “Agreement”), to perform, as assigned, routine and emergency services as directed by the City on an “on-call” or “as needed” basis (the “Program”); and

WHEREAS, the Parties wish to amend the Agreement to extend the Term, and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section 3 of the Agreement entitled “**TERM**”, is amended to read as follows:

“**3. TERM**. The term of this Agreement shall commence on the “Effective Date” of this Agreement and shall expire at 11:59:59 p.m. on June 9, 2025 (the “Term”). The effective date shall commence upon the date set out on the signature page below. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Director.”

2. Section 25 of the Agreement, entitled “**PREVAILING WAGES**”, is hereby deleted in its entirety and replaced with the following:

“**25. PREVAILING WAGES**.

“A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. 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, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

“B. Date bid or request for qualifications/proposals was advertised on June 17, 2021.

“C. Prevailing wage and fringe rates will adjust on the 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. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

“D. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

“E. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

“F. Contractor 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.

“G. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor 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 Contractor fails to pay required wages and fringe benefits.”

3. A new Section 39 of the Agreement, entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby added to read as follows:

“**39. COMPLIANCE WITH DENVER WAGE LAWS**. To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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 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.

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Contract Control Number: GENRL-202473440-02 [GENRL-202262099-02]
Contractor Name: NETWORK INFRASTRUCTURE CONSTRUCTION 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:
Contractor Name:

GENRL-202473440-02 [GENRL-202262099-02]
NETWORK INFRASTRUCTURE CONSTRUCTION
COMPANY

By:  DocuSigned by:
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Name: Scott wendland
(please print)

Title: President, NICX
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)