

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT, is entered into as of the date indicated on the signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“the City”), Party of the First Part, and **HSS INC.**, a Colorado corporation (“the Contractor”), Party of the Second Part;

WITNESSETH:

WHEREAS, the parties hereto entered an Agreement dated June 27, 2011; and a First Amendatory Agreement dated July 1, 2013, for professional security services at Denver International Airport (collectively, the “Existing Agreement”); and

WHEREAS, the parties now desire to amend the Existing Agreement to increase the Maximum Contract Liability and extend the Term of the Agreement,

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

1. Paragraph **3.01** in the Existing Agreement is hereby amended by deleting Paragraph 3.01 in its entirety and replacing it with the following:

“3.01 TERM

The term of the Agreement shall commence at 12:01 a.m. M.S.T. on July 16, 2017, and conclude at 12:00 midnight M.S.T. on February 1, 2018 unless earlier terminated in accordance with the Agreement Documents.”

2. Paragraph **3.02, EXTENSION**, is deleted in its entirety.
3. Paragraph **5.15B** is amended by deleting Paragraph **5.15B** in its entirety and replacing it with the following:

“B. VEHICLES: A minimum of twenty (20) vehicles will be required which must remain throughout the Contract term, with none more than five (5) years old. At least six (6) of these vehicles shall be Compressed Natural Gas (CNG) or electric powered. (NOTE: the City will not be responsible for policy changes that adversely affect fleet utilization). Vehicle access to baggage and train access tunnels shall require the use of a CNG or electric vehicle. Eight (8) of the vehicles supplied shall be four-wheel-drive pickup trucks capable of hauling a variety of cargo and equipment. Vehicles must be capable of responding over varying terrain and during all weather conditions.

1. It is a specific requirement of this Agreement that Denver International Airport will perform CNG emission tests (NOTE: This is not for

MVD licensing purposes) on the Contractor’s vehicles with said tests occurring annually. This test will be provided annually at the DIA Testing Facility at no charge to the Contractor. Should the testing facility find the vehicle to be defective, it shall be the responsibility of the Contractor to make the necessary repairs prior to the vehicle being returned to service at DIA.

2. Vehicles shall be appropriately marked with the Contractor’s logo on both front doors in letters at least four (4) inches high and with a yellow beacon light attached to the roof, and an adjustable spot light on the driver’s side. The four wheel drive light duty vehicles will be equipped with a full amber light bar housing alley lights. All vehicles must have air conditioning. A log of vehicle patrols, courier runs and any other vehicular activities relating to this Agreement shall be maintained and presented to the Contract Security Manager on a monthly basis.

3. The Contractor shall be required to submit any vehicle provided under this Agreement to a vehicle inspection at the request of the Contract Security Manager. In the event a vehicle is unable to pass said inspection, the vehicle will be removed from Denver International Airport property and replaced by the Contractor within two (2) hours. Should the Contractor fail to meet this obligation within the specified time frame, the Contractor will be charged at the rate outlined in Section 6.05 of this Contract.”

4. Paragraph **6.02.A** is amended by deleting Paragraph **6.02.A** in its entirety and replacing it with the following:

“6.02 COMPENSATION/WAGES-REQUIRED MINIMUMS:

A. The Contractor shall pay its employees at or above the minimum wage rates currently existing at the time of execution of the Second Amendatory Agreement, and shall invoice the City in accordance with the following billable rates:

Position	Billable Rate
Site Director	\$57.31
Operations Manager	\$40.48
HR Manager	\$36.89
Assistant Ops Manager	\$29.66
HR Associate	\$25.00
Scheduler	\$25.00
Supervisor	\$23.35
Assistant Scheduler	\$23.35
Trainer	\$22.07
AOB Receptionist	\$21.49
Security Guard	\$19.84
Traffic Control Manager	\$35.16
Fingerprint Agent	\$22.07
Traffic Supervisor	\$23.35
Vehicle Rate	\$0.60

The Contractor's billable rates may not be increased without the prior written approval of the Manager of Aviation or his or her authorized delegee."

5. Paragraph **6.08** is amended by deleting Paragraph **6.08** in its entirety and replacing it with the following:

"6.08 MAXIMUM LIABILITY

Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Ninety-Eight Million Dollars (\$98,000,000). All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. The Maximum Contract Amount may only be increased by a written amendment to this Agreement that has been fully approved and executed by the City and County of Denver"

6. Except as otherwise provided herein, all of the terms, provisions and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

7. This Second Amendatory Agreement shall not be 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.

[END OF PAGE]

Contract Control Number:

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:

By _____


By _____

By _____



Contract Control Number: PLANE-201100310-02

Contractor Name: HSS, Inc.

By: 

Name: Tony W. York
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: 

Name: Samir Singh
(please print)

Title: General Counsel
(please print)

