

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT, (“Amendment”) is made and entered into as of the date stated on City’s signature page below (the “Amendment Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **PIPER COMMUNICATION SERVICES, INC.**, a corporation organized under the laws of the state of Colorado and authorized to do business in Colorado (“Contractor”) (collectively “Parties”).

WITNESSETH:

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

WHEREAS, the City and Contractor entered into a written Agreement dated January 21, 2016 (the “Agreement”) wherein the Contractor agreed to provide On Call Professional Inside/Outside Plant Telecommunications Infrastructure Engineering, Construction, Locating, Maintenance, and Restoration services at Denver International Airport; and

WHEREAS, the City now wishes to add additional funding and term to the Existing Agreement with this First Amendment; and

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

1. Section 5, subsection A, Fee, is hereby deleted in its entirety and replaced with the following.

A. Fee: The City agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its complete basic services rendered and costs incurred under this Contract, except for specifically approved reimbursable expenses, fees not to exceed Eight Million Dollars (\$8,000,000.00), in accordable with the provisions set forth in **Exhibit A**.

2. Section 7, Term, is hereby deleted in its entirety and replaced with the following.

7. Term: The Term of this Contract Shall commence on the issuance of the Notice to Proceed to Contractor by City and shall terminate Five (5) years thereafter, unless sooner terminated under the provisions of this Contract.

3. Exhibit B to the Existing Agreement, “Hourly Billing Rates”, is hereby deleted in its entirety and is replaced by the new Exhibit B, “Amended Hourly Billing Rates”, attached to this First Amendment. The attached Amended Billing Rates is hereby incorporated into and is made a part of this First Amendment and the Existing Agreement.

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

5. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 _____

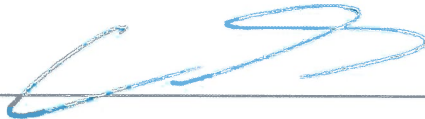
By _____

By _____



Contract Control Number: PLANE-201525124-01

Contractor Name: PIPER COMMUNICATION SERVICES INC

By: 

Name: Ann Saiz
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Richard A. Prouty
(please print)

Title: Account Manager
(please print)





August 2, 2017

Kelan Pape
 Director of Communication Services – Business Technologies
 Airport Office Building – Room 6843
 Denver International Airport
 8500 Pena Blvd
 Denver, CO 80249

RE: Exhibit B-1 – Hourly Billing Rates for Years 3 -5

Piper Communication Services, Inc. proposed billing rates:

Job Category	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
Program Manager	\$65.00	\$68.25	\$71.50
Project Manager	\$70.00	\$72.00	\$77.00
Contract Administrator	\$45.00	\$48.00	\$50.00
ELECTRICIAN - Structured Cable Technician: (Includes Low Voltage Wiring and Installation of Fire alarms, Security Systems, Telephones, Computers and Temperature Controls)	\$65.00	\$68.25	\$71.50
ELECTRICIAN - Power: (Electrical contract work - 120 / 220 volts)	\$65.00	\$68.25	\$71.50
SONET Engineer and Support	n/a	n/a	n/a
Administrative (Back Office Support)	\$35.00	\$38.00	\$40.00

Markup of Materials: 10%

Markup of Sub-contractors: 8%

Overtime Rates: Time & ½

Emergency Rates: Double Time



Please let me know if there are any questions.

Sincerely,

Ann Saiz
President
Piper Communication Services, Inc.

