

## FIRST AMENDMENT

**THIS FIRST AMENDMENT TO DEN PEST CONTROL SERVICES** (“**First Amendment**”) is entered into as of the date indicated on the City’s signature page below (the “**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **NORTHERN COLORADO PEST AND WILDLIFE CONTROL CORP.**, a Colorado corporation (“**Contractor**” or “**Wildlife Control**”) (collectively the “**Parties**”).

**WHEREAS**, the City and Wildlife Control entered an Agreement for Professional Services (Contract No. 202263623-00) dated April 1, 2023 (the “**Original Agreement**”), for professional services from Wildlife Control for pest control and removal services at Denver International Airport (“**DEN**”).

**WHEREAS**, this First Amendment start date will continue to be the Effective Date as defined in the Original Agreement, Article 4 Term and Termination, Section A.

**WHEREAS**, this First Amendment will include specialized services provided by Wildlife Control and the additional items will encompass all of the DEN facility, through the remaining available term of the agreement; and

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

1. **ARTICLE 5. COMPENSATION AND PAYMENT, Section A Maximum Contract Amount** is hereby amended by deleting the existing **Section A** and replacing it with the following:

“**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Eight Hundred Thousand Dollars and No Cents (\$800,000.00)** (“**Maximum Contract Amount**”). Contractor shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.”

2. **ARTICLE 6. MWBE, WAGES AND PROMPT PAYMENT, Section D City Minimum Wage** is hereby deleted and replaced with the following:

“**D. 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."

3. **ARTICLE 11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS, Section E. Examination of Records and Audits, Subsection i** is hereby deleted and replaced with the following:

"i. 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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."

4. **ARTICLE 11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS SECTION I. No Employment without Authorization to Perform Work Under the Agreement** is hereby deleted in its entirety.
5. **Exhibit B** is deleted and replaced with **Exhibit B (Amended)** that is attached to this First Amendment.
6. Except as modified by this First Amendment, all of the terms, provisions and conditions of the Original Agreement are and shall remain in full force and effect and are hereby ratified and reaffirmed.
7. This First Amendment to the Contract 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 Page]

**Contract Control Number:** PLANE-202475399-01/PLANE 202263623-00  
**Contractor Name:** Northern Colorado Pest and Wildlife Control Corp.

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-202475399-01/PLANE 202263623-00  
Northern Colorado Pest and Wildlife Control Corp.

By: Signed by:  
*Brandon Ewals-Strain*  
7F4A2038CCB44A3...

Name: Brandon Ewals-Strain  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Exhibit B (Amended)				
Item Number	Area	Treatment Frequency	Unit Price	Total Price
1	Concourse A (including restrooms, janitor closets, pipe chase, water fountains, trash rooms, etc.)	Quarterly	\$550.00	\$2200.00
2	Main Terminal (including restrooms, janitor closets, pipe chase, water fountains, trash rooms, etc.)	Quarterly	\$550.00	\$2200.00
3	Concourse B (including restrooms, janitor closets, pipe chase, water fountains, trash rooms, etc.)	Quarterly	\$550.00	\$2200.00
4	Concourse C (including restrooms, janitor closets, pipe chase, water fountains, trash rooms, etc.)	Quarterly	\$550.00	\$2200.00
5	Service zap (6) lighting machines installed in concourse center core trash compactor rooms (all-inclusive price, including time and materials)	Quarterly	\$325.00	\$1300.00
6	Baggage tunnels (including carousel areas)	Monthly	\$550.00	\$6600.00
7	Concourse A Exterior and Interior (vending machine areas)	Monthly	\$550.00	\$6600.00
8	Electrical Trailer	Monthly	\$75.00	\$900.00
9	Transportation Security Administration and Denver Police Department Dog Kennel Building	Monthly	\$75.00	\$900.00
10	Gate 7 Guard Shack	Monthly	\$75.00	\$900.00
11	Carpenter Shop	Monthly	\$75.00	\$900.00
12	South Trailers (including South Snow Trailer)	Monthly	\$75.00	\$900.00
13	South Campus Data Center	Monthly	\$75.00	\$900.00
14	South De-icing Pad/Trailer	Monthly	\$75.00	\$900.00
15	Worldport	Monthly	\$75.00	\$900.00
16	Mt. Elbert Toll Booths	Monthly	\$75.00	\$900.00
17	Pike's Peak Toll Booths	Monthly	\$75.00	\$900.00
18	East Parking Toll Booths	Monthly	\$75.00	\$900.00
19	West Parking Toll Booths	Monthly	\$75.00	\$900.00
20	Commercial Driver's License Trailer	Monthly	\$75.00	\$900.00
21	Gate 1 Guard Shack	Monthly	\$75.00	\$900.00
22	Ground Transportation Buildings	Monthly	\$75.00	\$900.00
23	Maintenance Center	Monthly	\$75.00	\$900.00
24	Storage Shed	Monthly	\$75.00	\$900.00
25	Vehicle Storage Building	Monthly	\$75.00	\$900.00
26	Paint Shop	Monthly	\$75.00	\$900.00
27	Gate 5 Guard Shack	Monthly	\$75.00	\$900.00
28	Joint Use Air Cargo Facility	Monthly	\$75.00	\$900.00
29	Satellite Badging Office	Monthly	\$75.00	\$900.00
30	Customs (Main Terminal)	Monthly	\$75.00	\$900.00
31	Levels 5A and 5B	Monthly	\$75.00	\$900.00
32	Airport Office Building Loading Dock	Monthly	\$75.00	\$900.00
33	Airport Office Building	Monthly	\$75.00	\$900.00
34	Main Terminal Level 1 (Police Cage, Commerce Hub Cage, and exterior)	Monthly	\$550.00	\$6600.00
35	Lift Station 1	Monthly	\$75.00	\$900.00
36	Central Utility Plant	Monthly	\$75.00	\$900.00
37	Operations Trailers	Monthly	\$75.00	\$900.00
38	Lift Station 2	Monthly	\$75.00	\$900.00
39	East Vault	Monthly	\$75.00	\$900.00
40	Fire Station 3	Monthly	\$75.00	\$900.00
41	Bomb Building	Monthly	\$75.00	\$900.00
42	Airport Employee Parking Turnstile Buildings	Monthly	\$75.00	\$900.00
43	WC Vault	Monthly	\$75.00	\$900.00
44	WA Vault	Monthly	\$75.00	\$900.00
45	Fire Station 1	Monthly	\$75.00	\$900.00
46	Fire Station 4	Monthly	\$75.00	\$900.00
47	WA De-icing Building	Monthly	\$75.00	\$900.00
48	Environmental Building	Monthly	\$75.00	\$900.00
49	Antenna Farms	Monthly	\$75.00	\$900.00
50	Gate 2 Guard Shack	Monthly	\$75.00	\$900.00
51	Concourse B Exterior and Interior (vending machine areas)	Monthly	\$550.00	\$6600.00
52	Concourse C Exterior and Interior (vending machine areas)	Monthly	\$550.00	\$6600.00
53	Train Maintenance Facility	Monthly	\$75.00	\$900.00
54	Fire Training Facility	Monthly	\$75.00	\$900.00
55	Fire Station 2	Monthly	\$75.00	\$900.00
56	USDA Building	Monthly	\$75.00	\$900.00
57	North Snow Trailer	Monthly	\$75.00	\$900.00
58	Gate 4 Guard Shack	Monthly	\$75.00	\$900.00
59	UPS Cargo	Monthly	\$75.00	\$900.00
60	Fire Station 35	Monthly	\$75.00	\$900.00
61	Tower and Peña Snow Trailer	Monthly	\$75.00	\$900.00
<b>Optional Services - On an as-needed-basis</b>				
62	Service Calls (must be all-inclusive of every additional request for this service day)	As Needed	Included	
63	Sand Shed Buildings	As Needed	Included	
64	Odin Pump House	As Needed	Included	
65	Replacement of missing or damaged bait boxes (specific to the smaller units, intended for interior)	As Needed	Included	
66	Emergency Service Hourly Rate (requiring 4-hour response time; if 4-hour response time is not met, will be subject to item 67 rates, whichever is lower)	As Needed	\$250.00 Per Hour	
67	Hourly rate for the removal/exclusion of wildlife	As Needed	\$109.00 Per "man" Hour	
68	Materials for removal/exclusion of wildlife	At cost no markup		
69	Hourly rate for the use of K9 to detect pest.	As Needed	\$225.00 Hour	Per
70	Service hours specifically for the clean up and removal of wildlife waste.	As Needed	\$275.00 "man" Hour	Per
71	Rate for the rental of appropriate equipment	As Needed	Cost of rental, no markup	
72	Procurement of additional bait stations to guarantee adequate coverage. (Large black unit, weighted base - 12.5" x 4.75" x 8.75" )	As Needed	\$20.00 Unit	Per