

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“**First Amendment**”), is made and entered into as of the date stated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **JSM AIRPORT SERVICES, LLC**, a Florida limited liability company authorized to conduct business in the State of Colorado (“**Contractor**”) (together “**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 for professional operations and maintenance services of the Baggage Handling System (BHS), located in the Main Terminal at DEN, dated May 31, 2023, Contract No. 202265234-00 (“**Existing Agreement**”); and

**WHEREAS**, the Airport growth is driving increased service levels and requirements; and

**WHEREAS**, the Parties wish to add capacity to the Existing Agreement to allow for an increase in the number of Contractor’s full-time employees and the purchase of additional spare parts to meet those requirements; and

**WHEREAS**, the terms and conditions of the Existing Agreement not specified as amended in this First Amendment shall remain the same;

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

1. Section 5.A, titled “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 City be liable 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 **Sixty Million Three Hundred Sixty-Seven Thousand One Hundred Fifty Dollars and Zero Cents (\$60,367,150.00)** (“**Maximum Contract Liability**”). Contractor shall perform the services and be paid for those services as provided for in the Agreement up to the Maximum Contract Amount.

2. Section 6, titled “MWBE, WAGES AND PROMPT PAYMENT” is hereby deleted in its entirety and replaced with the following:

**6. “EDI, WAGES AND PROMPT PAYMENT”**

3. Section 6.A, titled “Minority/Women Business Enterprise”, is hereby deleted in its entirety and replaced with the following:

**A. Equity Diversity and Inclusion (“EDI”) Plan.**

Contractor shall comply with the Equity, Diversity and Inclusiveness Plan (“*EDI Plan*”) attached as *Exhibit F*, as it may be modified in the future.

4. Section 6.C, titled “Minimum Wage Ordinance”, is hereby deleted in its entirety and replaced with the following:

**C. Denver Wage Laws.** To the extent required by law, Contractor shall comply with and agrees to be bound by all rules, regulations, requirements, conditions and City determinations regarding the City Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26, 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 Contract, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and Civil Wage Theft Ordinances that any failure by Contractor, or any other individual or entity acting subject to this Contract, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5. Section 11.E.i, titled “Notices of Termination”, is hereby deleted in its entirety and replaced with the following:

(i) Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to: Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by the City to: JSM Airport Services, LLC  
7700 East Arapahoe Road, Suite 220  
Centennial, CO 80122, United States  
Attn: President of Operations and Maintenance

6. Section 12.E, titled “Examination of Records and Audits”, is hereby deleted in its entirety and replaced with the following:

**E. Examination of Records and Audits.**

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 audits 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.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

7. Section 10.10.2 "Payment Deductions" and the related Figure 5, of the existing **Exhibit A** "Scope of Work", is hereby deleted in its entirety and replaced with the new Section 10.10.2 "Payment Deductions" and Figure 5, attached hereto.

8. Existing **Appendix G** "Staffing Plan and Organization Chart" of **Exhibit A** is hereby deleted in its entirety and replaced with the new **Appendix G**, attached hereto.

9. Existing **Exhibit B** "Schedule of Prices" is hereby deleted in its entirety and replaced with the new **Exhibit B**, attached hereto.

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

11. This First Amendment to the Existing 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202473795-01/LEGACY 202265234-01  
**Contractor Name:** JSM AIRPORT SERVICES, LLC

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-202473795-01/LEGACY 202265234-01  
JSM AIRPORT SERVICES, LLC

By: DocuSigned by:  
*Michael W Conner*  
E190A91CF36A49E...

Name: Michael w Conner  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A**  
**Scope of Work**

**10.10.2. PAYMENT DEDUCTIONS**

Figure 1, Payment Deductions

<b>Incident</b>	<b>Deduction</b>	<b>Remark</b>
Failure to address staff vacancies within 30 calendar days.	USD 500 per calendar day, per person	On day 31 the penalty applies.
Failure to follow approved maintenance procedure resulting in premature equipment failure.	USD 500 per occurrence	
Unauthorized tampering with the BHS computer system	USD 2,000 per occurrence	
Failure to complete spare parts inventory audits from the acts or omissions of Contractor	USD 1,000 per occurrence	
Failure to complete Preventive Maintenance (PM) inspections within required time frame	USD 50 per occurrence. USD 100 per each additional day the PM is not completed.	
Failure to perform scheduled Corrective Maintenance (CM) within the required time frame	USD 50 per occurrence plus USD 100 for every additional day beyond the due date that the corrective maintenance is not completed	
Failure to implement fallback operational procedures on time	USD 500 per occurrence	
Failure to address bag jams, E-stop conditions, Maintenance Calls events on time	USD 25 per occurrence	
Failure to address each unscreened bag bypassing CBRA due to improper operation, maintenance or configuration of the BHS by the Contractor	Any fee/ fines imposed on the City shall be reimbursed by the Contractor	

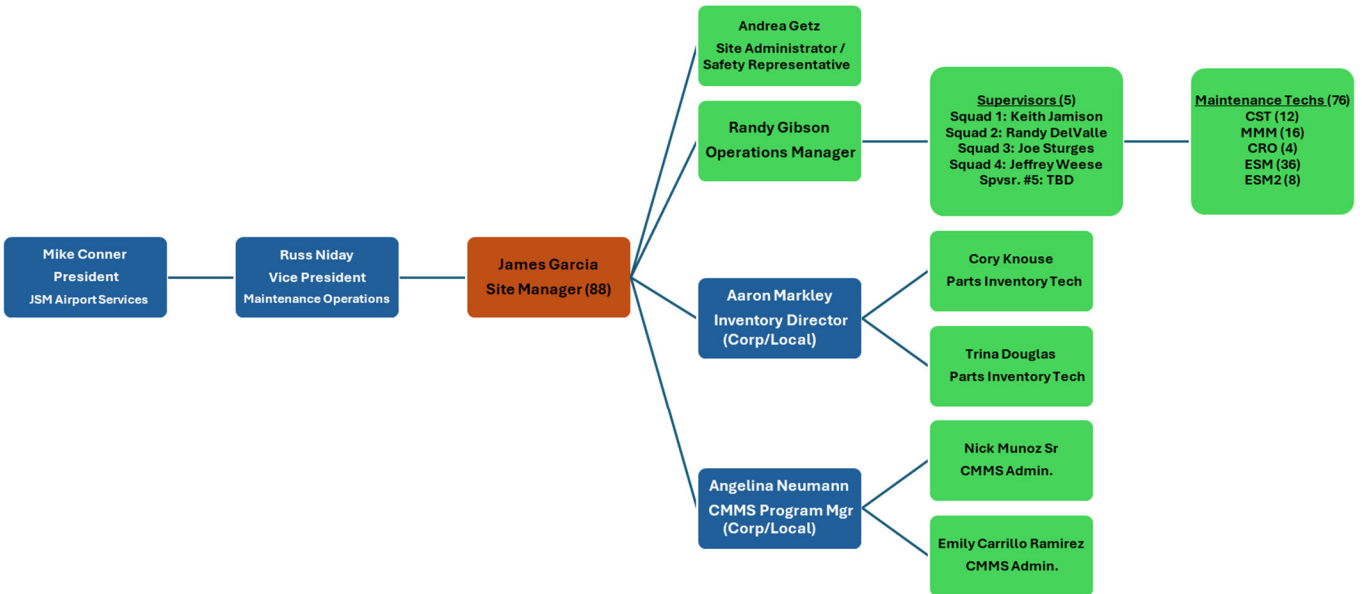
Incident	Deduction	Remark
Failure to address each failed to load bag due to improper operation, maintenance or configuration of the BHS by the Contractor.	USD 25 per bag. Max USD 1,500 per incident	Applicable when bags miss their departing flight due to reasons under the control of the Contractor
Failure to meet System Availability requirement in the contract.	USD 1000 per occurrence	For each occurrence, daily & monthly, that the minimum criteria are not met, as defined in § 10.3.3 above.
Failure to not meet ATR read rates	USD 100 per occurrence	For each ATR calculated daily due to reasons under the control of the Contractor
Not having replacement spare parts on site during equipment failure	2x equivalent USD of component being replaced, minimum USD 100	For each part not on site for replacement.
Assigning an employee or allowing an employee to be assigned to work at another site without written approval from the City.	USD 1,000 1st occurrence plus USD 100 per day employee is absent from DEN. USD 5000 2nd or subsequent occurrence plus USD 300 per day employee is absent from DEN 3rd or subsequent occurrences, subject to default.	

**STAFFING PLAN / STAFFING SCHEDULE**

JSM headcount of 88 employees.

Position	#
Site Manager	1
Assistant Site Manager (Operations Mgr)	1
Office Manager (Site Administrator)	1
CMMS Administrator / Coordinator	2
Spare Parts Technician	2
Supervisor	5
Controls System Technician (CST)	12
Control Room Operator (CRO)	4
Machinery Maintenance Mechanic (MMM)	16
Entry Support Mechanic (ESM)	36
ESM2 (Part Time)	8
<b>Total</b>	<b>88</b>

**ORGANIZATION CHART FOR DENVER**





## Exhibit B Schedule of Prices

<b>ITEM #1</b>					
Monthly and Annual Charges for maintenance, repair, and operational services for the Baggage Handling System at Denver International Airport as outlined in the Technical Specifications—this price is inclusive of any overtime compensation owed to Contractor employees for work covered by this agreement.					
<b>YEAR</b>	<b>Monthly Price</b>	<b>Yearly Price</b>	<b>Annual Increase %</b>		
Year 1	N/A	N/A	-----		
Year 2	818480.20	9821762.40	3%		
Year 3	843034.60	10116415.20	3%		
Year 4 (renewal year)	868325.60	10419907.20	3%		
Year 5 (renewal year)	894375.40	10732504.80	3%		
<b>ITEM #2</b>					
Billable rates for services not covered by this agreement by position type – these rates will also be used to add/deduct the monthly invoices for staffing irregularities.					
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Site Manager	78.46	80.81	83.23	85.73	88.30
Assistant Site Manager	61.38	63.22	65.11	67.07	69.08
Office Manager	41.11	42.34	43.61	44.92	46.26
CMMS Administrator	36.32	37.41	38.53	39.69	40.88
Spare Parts Technician	37.20	38.32	39.46	40.65	41.87
Shift Supervisor – Regular	57.08	58.79	60.56	62.37	64.24
Shift Supervisor – Shift Differential	59.40	61.18	63.01	64.9	66.85
Control Systems Technician – Regular	53.17	54.77	56.41	58.1	59.84
Control Systems Technician – Shift Differential	57.42	59.14	60.92	62.75	64.63
Machinery Maintenance Mechanic/Control Room Operator – Regular	44.72	46.06	47.44	48.86	50.33
Machinery Maintenance Mechanic/Control Room Operator – Shift Differential	48.21	49.65	51.14	52.68	54.26
Entry Support Mechanic – Regular	40.92	42.14	43.41	44.71	46.05
Entry Support Mechanic – Shift Differential	44.06	45.39	46.75	48.15	49.59
<b>Item #3</b>					
Proposers may add additional position types and bill rates as needed below. All additional positions and rates meet Item #1 and Item #2 requirements.					
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Entry Support Mechanic 2 - Regular	34.38	35.41	36.47	37.57	38.69
Entry Support Mechanic 2 – Shift Differential	37.03	38.14	39.29	40.47	41.68
<b>Item #4</b>					
Billable rates for Additional Staffing by position type – these rates will also be used to adjust for FTE Staffing Reductions					
<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Shift Supervisor – Regular	67.93	69.96	72.06	74.22	76.45
Shift Supervisor – Shift Differential	74.17	76.40	78.69	81.05	83.48
Control Systems Technician – Regular	62.33	64.20	66.12	68.11	70.15
Control Systems Technician – Shift Differential	67.25	69.27	71.34	73.48	75.69
Machinery Maintenance Mechanic/Control Room Operator – Regular	52.53	54.10	55.73	57.40	59.12
Machinery Maintenance Mechanic/Control Room Operator – Shift Differential	56.57	58.27	60.02	61.82	63.67
Entry Support Mechanic – Regular	48.12	49.57	51.06	52.59	54.16
Entry Support Mechanic – Shift Differential	51.77	53.33	54.93	56.58	58.27