

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into on the date of the City's signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation ("the **City**"), and **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware corporation authorized to do business in the State of Colorado ("**Contractor**") (collectively, the "**Parties**").

### WITNESSETH:

**WHEREAS**, the Parties entered into a written Agreement, Contract No. 202157613-00 at Denver International Airport ("**DEN**") with an Effective Date of May 16, 2021, (the "**Existing Agreement**") wherein they agreed Contractor will provide all labor, tools, supplies, equipment, materials and everything necessary and required to complete the work described in the Agreement, for On-Call Inside/Outside Telecom Infrastructure services at DEN;

**WHEREAS**, the parties desire to amend the Existing Agreement as hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Article III entitled "Term of Contract", Section A is hereby amended and restated to read as follows:

"**A.** The Term of this Contract shall commence on the Effective Date and shall expire five (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management and/or the Senior Vice President of Business Technologies, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract."

2. Article IV entitled "Terms of Payment", Section A is hereby amended and restated to read as follows:

"**A.** The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Ten Million Dollars and Zero Cents (\$10,000,000.00)** (the "**Maximum Contract Amount**"). The contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract."

3. Article XVII entitled “No Discrimination in Employment” is hereby amended and restated to read as follows:

**“ARTICLE XVII. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. Article XXIV entitled “Examination of Records and Audits”, Section A is hereby amended and restated to read as follows:

“A. 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 six (6) 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.”

5. Article XXVI entitled “Minimum Wage Requirements” is deleted in its entirety and replaced with the following:

**“ARTICLE XXVI. 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.”

6. **Exhibit H** of the Existing Agreement, “Schedule of Rates and Markups”, is hereby deleted and replaced by the revised **Exhibit H** attached hereto.

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

8. 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.

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** PLANE-202369856-01  
**Contractor Name:** HENSEL PHELPS CONSTRUCTION CO.

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:

\_\_\_\_\_

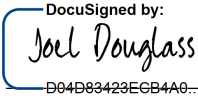
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202369856-01  
HENSEL PHELPS CONSTRUCTION CO.

By:  \_\_\_\_\_  
D04D83423ECB4A0...

Name: Joel Douglass  
(please print)

Title: General Manager  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT H**

## Schedule of Rates and Markups Inside / Outside Plant Telecommunications Infrastructure On call Professional Services



Job Category	Year 4	Year 5
ELECTRICIAN - Structured Cable Technician. (Includes low voltage wiring and installation of fire alarms, security systems, telephones, network devices, computers, and temperature controls.	\$96.65/hr	\$99.18/hr
ELECTRICIAN - High Voltage Power (Includes contract work - 120/220 volts)	\$83.94/hr	\$86.15/hr
Project Manager	\$136.67/hr	\$140.81/hr
Program Manager	\$163.63/hr	\$168.40/hr
Overtime rate	Time and a Half	Time and a Half
Emergency rate	Double Time	Double Time
Markup of Materials (Depending on order / job size)	12%	12%

**NOTE:**

Please provide your fully loaded hourly rate for each position. Items such as back office staffing / support and other benefits should be predetermined and include in your published rate schedule. Mark ups on staffing / labor categories will NOT be accepted.

Published rates should also include a reasonable / forecast cost of living increase were applicable.