

## FIRST AMENDATORY CONTRACT

This **FIRST AMENDATORY CONTRACT** (“Contract” or “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS**, a Missouri company with its principal place of business located at 1233 N. Price Rd., St Louis, Missouri 63132 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into a Contract dated March 18, 2019, (the “Agreement”) to manage, perform, or cause to be performed and delivered to the City, as authorized by the Executive Director of Public Works, selected mechanical services for deferred maintenance projects on behalf of the Department of Public Works in multiple municipal buildings., to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to increase the maximum contract amount, extend the term, update paragraph 9.1-no discrimination in employment, add paragraph 9.20-no employment of workers without authorization, and amend the hourly rates.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 7.0 of the Agreement entitled “**COMPENSATION**”, subsection 7.5 is hereby deleted in its entirety and replaced with:

“**7.5 Maximum Contract Amount.** Notwithstanding any other provision of this Contract, the City’s maximum payment obligation as a result of this Contract will not exceed **TWENTY MILLION DOLLARS AND NO CENTS (\$20,000,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those properly authorized by executed Task/Work Orders are performed at Contractor’s risk and without authorization under the Agreement.”

2. Section 8.0 of the Agreement entitled “**TERM.**” is hereby deleted in its entirety and replaced with:

“**8.0 TERM.** The Agreement will commence on **March 18, 2019** and will expire on **March 28, 2024** (the “Term”). unless it is extended by written amendment. Contractor may complete any work authorized by a properly executed Work Order before the term expires

and the term of this agreement will extend until the Work is completed or the agreement is terminated by the Executive Director.”

3. Section 9.1 of the Agreement entitled “**No Discrimination in Employment.**” is hereby deleted in its entirety and replaced with:

“**9.1 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. Section 9.20 of the Agreement entitled “**No Employment of Workers Without Authorization to Perform Work Under the Agreement.**” is hereby added to the Agreement, as follows:

“**9.20 No Employment of Workers Without Authorization to Perform Work Under the Agreement.**

9.20.1 This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

9.20.2 The Contractor certifies that:

9.20.2.1 At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

9.20.2.2 It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

9.20.2.3 It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

9.20.2.4 It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its

obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

9.20.2.5 If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

9.20.2.6 It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

9.20.3 The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

5. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1 Hourly Rates**, attached and incorporated by reference herein. All references in the original Contract to **Exhibit A** are changed to **Exhibit A-1**.

6. As herein amended, the Contract is affirmed and ratified in each and every particular.

7. This First Amendatory Contract will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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**Contract Control Number:** DOTI-202160574-01[201947295-01]  
**Contractor Name:** MURPHY COMPANY MECHANICAL  
CONTRACTORS AND ENGINEERS

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:**

DOTI-202160574-01[201947295-01]  
MURPHY COMPANY MECHANICAL  
CONTRACTORS AND ENGINEERS

DocuSigned by:  
*Matt Maurio*  
By: 190359BC64F94CE...

Name: Matt Maurio  
(please print)

Title: Operations Manager  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A-1**

## Hourly Rates Form

List ALL potential firm personnel titles/classification that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Precon. Manager	<b>Will Manage all design and budgeting.</b>	<b>\$130/Hr</b>
Project Manager	<b>Will be the Murphy P.O.C. for all activities related to the contract.</b>	<b>\$130/Hr</b>
Estimator	<b>Will support Precon Mngr for budgeting.</b>	<b>\$95/Hr</b>
Engineer	<b>Will support Sr. Eng for design.</b>	<b>\$115/Hr</b>
Sr. Engineer	<b>Will lead the design and engineering efforts.</b>	<b>\$135/Hr</b>
Clerical Services	<b>Will not be needed.</b>	<b>\$75/Hr</b>
CAD/BIM Operator	<b>Will support development of the required design documents.</b>	<b>\$105/Hr</b>
Project Engineer	<b>Will support the development of schedules &amp; management of subs.</b>	<b>\$100/Hr</b>
Field Foreman	<b>Will support the development of schedules &amp; review constructibility.</b>	<b>\$100/Hr</b>

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as reports, drawings, record drawings, reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

For any services provided by KLOK Group, compensation will be done on a time basis at the following hourly rate schedule:

Principal	\$245/hour
Project Manager	\$195/hour
Project Engineer	\$160/hour
Designer	\$150/hour
CAD Operator	\$130/hour
Administrative Staff	\$110/hour

For any services provided by Baur & Associates, compensation will be done on a time basis at the following hourly rate schedule, per calendar year:

**HOURLY RATES****SKILL CLASSIFICATION**

ENGINEER I/INTERN	\$143. <sup>00</sup>
ENGINEER II	\$159. <sup>00</sup>
PROJECT ENGINEER	\$171. <sup>00</sup>
SENIOR ENGINEER	\$199. <sup>00</sup>
PROJECT PRINCIPAL	\$227. <sup>00</sup>



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RATES THRU 2024

		PIPE FITTER	PLUMBER	SHEET METAL
GF	ST	\$ 83.06	\$ 83.19	\$ 80.63
	1.5OT	\$ 112.44	\$ 113.02	\$ 107.93
	DT	\$ 141.83	\$ 142.85	\$ 135.00
Foreman	ST	\$ 80.48	\$ 80.54	\$ 75.79
	1.5OT	\$ 108.68	\$ 109.13	\$ 100.86
	DT	\$ 136.83	\$ 137.72	\$ 125.73
Journeyman	ST	\$ 74.81	\$ 74.74	\$ 70.43
	1.5OT	\$ 100.58	\$ 100.86	\$ 93.29
	DT	\$ 126.36	\$ 126.99	\$ 115.93
70% APPRENTICE	ST	\$ 58.03	\$ 57.88	\$ 52.78
	1.5 OT	\$ 76.07	\$ 76.16	\$ 68.73
	DT	\$ 94.11	\$ 94.45	\$ 84.62