

## FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

**THIS FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”)** is entered into as of the date indicated on the City’s signature page below 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 **INTERMOUNTAIN ELECTRIC, INC.**, a Colorado corporation (“**Consultant**”) (collectively the “**Parties**”).

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

**WHEREAS**, the City and Consultant entered into that certain On-Call Agreement for Professional Services (Contract number 202264186-00) dated June 14, 2023 (the “**Existing Agreement**”), under which Consultant contracted to perform professional switchgear maintenance, repairs and emergency services at DEN; and

**WHEREAS**, the Parties now desire to amend the Existing Agreement, as set forth in this First Amendment;

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

1. Section 5.A of the Existing Agreement is hereby amended and restated to read as follows:

**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 Consultant under the terms of this Agreement for any amount in excess of the sum of **Two Million Seven Hundred Forty-Five Thousand Two Hundred Dollars and Zero Cents (\$2,745,200.00)** (“**Maximum Contract Amount**”). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

2. Section 6.B of the Existing Agreement is hereby amended and restated to read as follows:

**B. Prevailing Wage.** To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the Request for Proposals for the Project was issued: November 7, 2022 (“**RFP Issuance Date**”).

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the RFP Issuance Date. Unless expressly provided for in this Agreement,

Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

ii. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

iii. Consultant shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Consultant shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

v. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.

3. Section 6.C of the Existing Agreement is hereby amended and restated to read as follows:

**C. Compliance With Denver Wage Laws.** To the extent applicable to the Consultant's provision of services hereunder, the Consultant 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, 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.

4. Section 11.E.i of the Existing Agreement is hereby amended and restated to read as follows:

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

5. Except as modified by this First Amendment, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect and are hereby ratified and reaffirmed.

6. This First Amendment 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-202372048-01 / Legacy 202264186-01  
**Contractor Name:** INTERMOUNTAIN ELECTRIC, INC.

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-202372048-01 / Legacy 202264186-01  
INTERMOUNTAIN ELECTRIC, INC.

By: DocuSigned by:  
*Jason Clay*  
90E7GC2E6F18442...\_\_\_\_\_

Name: Jason Clay  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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