

SECOND AMENDMENT

THIS SECOND AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware company authorized to do business in the State of Colorado ("Contractor" or "Hensel Phelps") Party of the Second Part (collectively the "Parties").

WHEREAS, the City and Hensel Phelps entered an Agreement (PLANE 201952393) dated April 12, 2021 which Agreement was subsequently amended by a First Amendment (PLANE 202367777-01) to the Agreement on August 22, 2023 (the "Existing Agreement"), for professional services for all types of Heating, Ventilation, Air Conditioning (HVAC), Plumbing, Electrical (high and low voltage), Life Safety, Building (Carpentry, Roofing, Glazier), Car Wash repairs, Appliance services, Paint services and other services as needed for airside interior and exterior needs at Denver International Airport ("DEN" or "Airport"); and

WHEREAS, the City desires to amend the Existing Agreement to increase the maximum contract amount; and

WHEREAS, the City desires to amend the Existing Agreement by amending contract language including Wage laws and the Audit clause with language approved by the Auditor and updating the Insurance Exhibit; and

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

1. **ARTICLE V. 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 Nine Million Dollars and No Cents (\$9,000,000.00) ("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 VI. MWBE, WAGES AND PROMPT PAYMENT SECTION C. City Minimum Wage** is hereby deleted and replaces with the following-

"**C. 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 XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS SECTION E. Examination of Records and Audits Part 1** is hereby deleted and replaced with the following-

"1. 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 (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."

4. **Exhibit C Insurance** is hereby deleted and replaced with the attached **Exhibit C**.
5. Except as modified by this Second 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 and shall remain enforceable.
6. This Second Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-202472727-02/Legacy No. 201952422-02
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-202472727-02/Legacy No. 201952422-02
HENSEL PHELPS CONSTRUCTION CO.

By:  _____
D04D63423ECB4A0...

Name: Joel Douglass
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)