

**FIRST AMENDMENT TO THE AGREEMENT**

**THIS FIRST AMENDMENT TO THE AGREEMENT**, is made and entered into as of the date stated on the signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware General Partnership authorized to do business in the State of Colorado, (“**Contractor**”).

**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, Contract No. 202053359-00 with an Effective Date of February 24, 2020 (“**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 and generally known as the Great Hall Project; and

**WHEREAS**, Contractor has completed the Milestone for Mod 2 – Ticket Pod Steel Completion; and

**WHEREAS**, the City now wishes to add additional funding and term to the Agreement and to make other revisions with this First Amendment; and

**WHEREAS**, terms and conditions of the Agreement not specified as amended in this Amendment shall remain the same, including Article XXVI, Compliance with Minority/Women Business Enterprise Requirements, and Article XXIX, Workforce Program; and

**WHEREAS**, Contractor is willing and able to perform the Work.

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

1. Article III, Term of Contract is hereby deleted in its entirety and replaced with the following:

The Term of this Agreement shall commence on the date of execution of the agreement (the “**Effective Date**”) and shall terminate on April 15, 2024 unless terminated earlier in accordance with this Contract (the “**Term**”). The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after receiving a Task Order Notice to Proceed from the Senior Vice President of Aviation – Great Hall (the “**SVP-GH**”) and agrees to complete the Work in accordance with the Contract Documents within the time frame established for each Task Order. This period of performance for each Task Order is also referred to as “**Contract Time.**” The Contractor is not authorized to commence the Work prior to its receipt of each Task Order Notice to

Proceed.

If, at the expiration of the Contract Term, there remains any outstanding Work to be completed under a validly issued Task Order, the SVP-GH, 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, Terms of Payment, Subsection A is hereby deleted in its entirety and replaced with the following.

**A.** The Contractor acknowledges and accepts that there are limited funds available to construct the Project. The City agrees to pay Contractor for the performance and completion of all of the Work as required by Task Order(s) in accordance with the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount not to exceed Three Hundred and Sixty-Five Million Dollars and 00 Cents (\$365,000,000.00) (the “Maximum Contract Amount”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified herein.

3. Exhibit E, Special Conditions, SC-9, Liquidated Damages is hereby deleted in its entirety and replaced by the following:

The Work shall be prosecuted in accordance with the Construction Schedule established in Exhibit L as may be amended via a Task Order. The Contractor shall anticipate situations which would cause difficulty in completing the Work within the time described in the Construction Schedule. If the Work is not completed on or before the applicable Milestone Completion date (the “Milestone Completion Date”), as set forth in the table below, the Contractor shall pay to the City as liquidated damages, and not as a penalty, an amount to be assessed as follows:

<b>Milestone</b>	<b>Amount</b>	<b>Milestone NTP Date</b>	<b>Milestone Completion Date</b>
Mod 2 – Ticket Pod Steel Completion	\$1,000 daily	March 2, 2020	August 1, 2020
Mod 2 – Ticketing Pods Completion	\$1,000 daily	March 2, 2020	October 20, 2021
Mod 2 – Commissioning Completion	\$2,000 daily	July 1, 2020	December 2, 2021
Mod 2 – Substantial Completion	\$5,000 daily	March 2, 2020	December 16, 2021
Mod 1 West – Structural Steel Complete	\$1,000 daily	July 6, 2021	November 15, 2022

Mod 1 West – Level 5 North Security Lanes Fully Returned to Operation	\$2,000 daily	July 6, 2021	July 1, 2023
Mod 1 West – Level 6, Mod 1 West Checkpoint Substantial Completion	\$5,000 daily	July 6, 2021	December 19, 2023

Milestone NTP Dates and Milestone Completion Dates may be amended in a Task Order.

Contractor performance shall rely upon the Drawings and Technical Specifications as set forth in Exhibit L and clarified in the relevant Task Order.

The Contractor shall be issued Milestone NTPs in the relevant Task Order to start Work. If issuance of the Milestone NTP is later than the date set forth in the table above, then the Milestone Completion Date, as set forth in the table above, shall be extended on a day for day basis until the NTP is issued. If no Milestone NTP incorporating one or more of the Milestones above is issued, then Contractor shall not be liable for Liquidated Damages for failing to complete the Milestone by the Milestone Completion Date.

Article IV of the Contract and General Contract Condition 602 provide additional terms and conditions regarding payment and withholding of liquidated damages.

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

5. 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** PLANE-202056840-01 / 202053359-01  
**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-202056840-01 / 202053359-01  
HENSEL PHELPS CONSTRUCTION CO.

By:  \_\_\_\_\_  
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Name: Allan Bliesmer  
(please print)

Title: Vice President / District Manager  
(please print)

ATTEST: [if required]

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

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

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