

## FIRST AMENDMENT TO CONTRACT

**THIS FIRST AMENDMENT TO CONTRACT**, 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"), Party of the First Part, and **M. ARTHUR GENSLER, JR. AND ASSOCIATES, INC.**, a California corporation authorized to transact business in the State of Colorado, (“Design Consultant”), Party of the Second Part:

### **WITNESSETH:**

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

**WHEREAS**, the City and Design Consultant entered into a written Contract 201103967 dated February 13, 2012 (“Effective Date”) wherein the Design Consultant agreed to provide professional design services for the Denver International Airport Hotel and Transit Center Project, and such other work at DIA; and

**WHEREAS**, the City now wishes to add additional funds with this First Amendment; and

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

1. Subsection 3.03 of Section 3, “Additional Services,” of the Agreement is deleted and replaced with the following:

3.03. Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **TWO MILLION ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$2,190,000.00)**.

2. Subsection 3.05(a) of Section 3, “Maximum Contract Amount,” of the Agreement is deleted and replaced with the following:

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THIRTY-FIVE MILLION THREE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$35,390,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in *Exhibit A*. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.


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

4. This First Amendment to Contract 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-201103967-01

**Contractor Name:** M ARTHUR GENSLER JR & ASSOC INC

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

Name: ANDREW P. COHEN  
(please print)

Title: CO-CEO  
(please print)

**ATTEST: [if required]**

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

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

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



**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

