

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO 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"), Party of the First Part and **JENSEN HUGHES, INC.**, a corporation formed under the laws of Maryland and authorized to conduct business in Colorado ("Consultant"), Party of the Second Part.

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DEN" or the "Airport"); and

WHEREAS, the City and Consultant entered into a written Agreement (CE05021), dated May 11, 2010 ("Existing Agreement") which Agreement was subsequently amended by a First Amendment to the Agreement dated December 4, 2012, wherein the Consultant is providing design services for replacement of the fire alarm system at DEN, design services for the fire alarm system for south terminal expansion project, other fire alarm and life safety assignments, and other services as requested by DEN at Denver International Airport; and

WHEREAS, the parties desire to extend the term of the Agreement and add additional funds with this Second Amendment; and

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

1. Section 4(A), under the section heading, "MAXIMUM CONTRACT LIABILITY; FUNDING:" of the Existing Agreement, is hereby entirely deleted and replaced with the following:
 - A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this agreement for any amount in excess of the sum of Eleven Million dollars (\$11,000,000.00). The Maximum Contract Liability may only be increased by amendment to this Agreement.
2. Section 5, "TERM:" of the Existing Agreement, is hereby entirely deleted and replaced with the following:

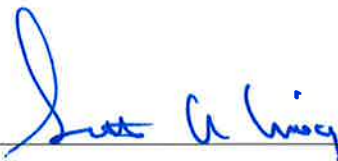
The Term of this Agreement shall commence on the date of the Notice to Proceed issued to the Consultant, and shall terminate on June 4, 2018, unless sooner terminated. The Term of this Agreement may only be increased by amendment to this Agreement, subject to the following exception: should for any reason, the term expire prior to the completion by the Consultant of all tasks defined by Exhibit A, in the Chief Executive Officer of Denver International Airport's discretion, this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date hereof. The Consultant shall accept such an extension so that the requirements of this Agreement can be fulfilled.

3. Except as modified by this Second Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.
4. This Second Amendment to Agreement, which is expressly subject to and shall not be or become effective or binding on the City until it has been approved by the City Council, if so required by law, and fully executed by all signatories of the City and County of Denver, may be executed in two or more counterparts, each of which will be deemed an original signature page to this Amendment, and this Amendment may be signed electronically by either party in the manner specified by the City.

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Contract Control Number: PLANE-CE05021-02

Contractor Name: JENSEN HUGHES INC

By:  +

Name: Scott A. Craig
(please print)

Title: Vice President - West Region
(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 _____

