

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"), and **HENSEL PHELPS CONSTRUCTION COMPANY**, a Colorado Corporation ("**Contractor**"), (collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement for construction and installation pertaining to the Emergency Fuel Shutoff System on Concourses A, B and C, Fuel Facility, United Maintenance Base and South Cargo (Contract No. 201846270) at Denver International Airport (DEN) dated September 12, 2019 ("**Existing Agreement**"); and

WHEREAS, the contract was awarded to the lowest bidder, however, the project required an investigation phase to determine how damaged the conduit was in the vaults; and

WHEREAS, the Parties now desire to amend the Existing Agreement to allow the completion of the work following the investigation phase which found unforeseen conditions within the vaults by increasing the Maximum Contract Amount; and

WHEREAS, the Contractor is ready, 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 V, titled "**TERMS OF PAYMENT**," is hereby amended to amend Section V by replacing the first paragraph with the following-

"The City agrees to pay the Contractor for the performance and completion of all the Work, as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefor, a total sum of Five Million Seven Hundred Thirteen Thousand, Nine Hundred Thirty-Nine Dollars and One Cent (\$5,713,939.01) ("**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 the Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above."

All other parts of this Article V shall remain the same.

2. Except as provided herein, all provisions, terms and conditions of the Existing Agreement and relevant instruments, drawings and documents (Contract Documents), shall remain in full force and effect as if fully set forth herein.

3. This Amendment to the Existing 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.

END OF AGREEMENT

Contract Control Number: PLANE-202055473-01/Alfresco 201846270-01
Contractor Name: HENSEL PHELPS CONSTRUCTION COMPANY

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

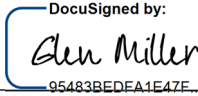
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202055473-01/Alfresco 201846270-01
HENSEL PHELPS CONSTRUCTION COMPANY

By:  _____
95483BEDEFA1E47E...

Name: Glen Miller
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)