

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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 **Parsons Transportation Group Inc.**, a corporation organized under the laws of Illinois and authorized to do business in Colorado (“PTG” or “Consultant”), Party of the Second Part;

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dates September 1, 2009 for program management services for the Terminal and Landside Redevelopment Program at Denver International Airport, which was amended on February 13, 2012 (collectively “Agreement”); and

WHEREAS, the City now wishes to modify the terms of the Contract with this Second Amendment; and

WHEREAS, Consultant is willing and able to perform the Work and also wishes to modify the terms of the Existing Contract; and

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

1. Subsection A of Paragraph 5, “MAXIMUM CONTRACT LIABILITY; FUNDING,” of the Agreement is amended to read in its entirety as follows:

A. In no event shall the City be liable for payment under the terms of this Agreement for any amount in excess of **ONE HUNDRED TEN MILLION AND NO/100 Dollars (\$110,000,000.00)**. The Maximum Contract Liability may only be increased by amendment to this Agreement.

2. Subsection B of Paragraph 4, “COMPENSATION AND PAYMENT”, of the Agreement is deleted in its entirety effective with the date of the First Amendment to the Agreement.

3. Subsection C of Paragraph 4, “COMPENSATION AND PAYMENT”, of the Agreement was inadvertently deleted in the First Amendment dated February 13, 2012. The parties now wish to revive and reinstated Subsection C of Paragraph 4, “COMPENSATION AND PAYMENT”, as set forth in the original Agreement, and effective with the date of the First Amendment, which read and now reads as follows:

C. Scheduling, Progress Reports and Invoices: Payments shall be made to PTG based upon monthly invoices and receipts submitted by PTG, which invoices have been approved by City and subject to the Maximum contract liability. Payments will be made to PTG in accordance with the City’s Prompt Payment ordinance. The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that

the amount invoiced to date exceeds the amount which should be paid based upon its determination of the work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

Invoices shall be submitted in accordance with Exhibit B and shall include documentation consistent with the progress payment measurement alternative utilized for the specific Task Authorization, including the following where applicable:

- (1) A brief status report which describes the progress of the work and a summary of the work performed under each Task Order during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by PTG and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the relevant Task Order, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) PTG shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of PTG's Project Manager, along with such Project Manager's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

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

5. This Second Amendment to 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-CE95003-02

Contractor Name: PARSONS TRANSPORTATION GROUP INC

By: Dingus J. Evans

Name: DINGUS J EVANS
(please print)

Title: Senior Vice President
(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 _____

