

## SIXTH AMENDATORY AGREEMENT

**THIS SIXTH AMENDATORY AGREEMENT**, is entered into as of the date indicated on the signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“the City”), Party of the First Part, and **DEPARTMENT OF HOMELAND SECURITY, TRANSPORTATION SECURITY ADMINISTRATION** (“TSA”), Party of the Second Part;

### **WITNESSETH:**

**WHEREAS**, the parties hereto entered an Agreement dated March 26, 2012, for cost sharing of security upgrades to the baggage systems at Denver International Airport (the “Existing Agreement”); and a first amendment dated April 16, 2013, a second amendment dated September 16, 2013, and a third amendment dated November 15, 2016, a fourth amendment dated May 4, 2018, and a fifth amendment dated December 15, 2020 (the “Existing Agreement”); and

**WHEREAS**, the parties now desire to amend the Existing Agreement to allow TSA to add additional funding and scope to this project; and

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



As a result of this modification, the following OTA changes are as follows:

### 1. ARTICLE III – PURPOSE AND SCOPE

This modification adds the following paragraph after the second paragraph in this section:

The scope of this OTA is updated to include the new requirement for engineering and construction-related services pertaining to the infrastructure of a fourth EDS network in the two (2) new CBRAs. This network will be used to help facilitate future projects at the airport, to include EDS recapitalization.

### 2. ARTICLE IV – COST SHARING AND OTHER RESPONSIBILITIES

Section 2 is hereby deleted and replaced with the following language with the changes in bold:

The cost of the security-related portion of the Project has been determined to be **\$49,590,901.00** (CBIS Project Costs). TSA agrees to reimburse the CITY for (100%) of the allowable, allocable and reasonable CBIS Project Costs, for the design and construction of this project, not to exceed a total reimbursement of **\$49,590,901.00** (TSA Reimbursement Limit).

Section 3 is hereby deleted and replaced with the following language with the changes in bold:

TSA will determine allowable and allocable costs in accordance with the OMB Circular A-87 “Cost Principles for State, Local and Indian Tribal Governments” codified at 2 C.F.R. Part 225 (together with Appendices A – D). TSA will reimburse the CITY on an actual expense basis supported by one or more invoices submitted by the CITY in accordance with Article X “Payment.” The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of **\$49,590,901.00**, as well as any costs that are inconsistent with OMB A-87 and the guidance set forth in the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Project Costs (Version 2.0) Memo, which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the CITY unless otherwise agreed by the TSA in a written modification in accordance with this Article (IV) and Article XIII “Changes and/or Modifications.” Should the TSA reimbursements of **\$49,590,901.00**, as adjusted pursuant to Article XIII, represent more than 100% percent of the final allowable and allocable, and reasonable CBIS Project Costs, the CITY will refund TSA sufficient funds such that TSA’s total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable CBIS Project Costs.

### 3. ARTICLE VIII – AUTHORIZED REPRESENTATIVES

“A. TSA Points of Contact:” is updated to include a new address and phone number for the COR and updated to replace the Contracting Officer with the following information below:

**Contracting Officer’s Representative (COR):**

**Name:** Joseph Kuchta  
**Address:** 6596 Springfield Center Drive  
Springfield, VA 22150  
**Phone:** C: (202) 604-8574  
**E-Mail:** Joseph.Kuchta@tsa.dhs.gov

**Contracting Officer (CO):**

**Name:** Melyssa Bertucci  
**Address:** 6596 Springfield Center Drive  
Springfield, VA 22150  
**Phone:** (571) 227-2521  
**E-Mail:** Melyssa.Bertucci@tsa.dhs.gov

“B. CITY Points of Contact:” is updated to replace the CITY’s point of contact with the following:

**The CITY’s Point of Contact for all correspondence is:**

**Name:** Melissa Mengel  
**Address:** Denver International Airport (DEN)  
8500 Pena Boulevard STE 10810  
Denver, Colorado 80249-6205  
**Phone:** (303) 342-2780  
(303) 877-0239  
**E-Mail:** Melissa.Mengel@flydenver.com

**4. ARTICLE IX – FUNDING AND LIMITATIONS**

The first paragraph and PR information in this section are hereby updated with the changes in bold and italic below:

TSA will provide funding to the CITY in an amount not to exceed ***\$49,590,901.00*** (TSA Reimbursement Limit). Funds in the amount of ***\$49,590,901.00*** are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

**PR:** 2112202CT1014 **Amount:** \$14,922,730.00  
**Accounting Line:**  
5AV112B010D2012SWE044GE013723006200622CTO5903001406040000/251B/TSA  
DIRECT/DEF. TASK

**PR:** 2113203CT1182 **Amount:** \$34,326,916.00  
**Accounting Line:**  
5CF11XB010D2013SWE044GE013723006200622CTO-5903001406040000-251B-TSA  
DIRECTDEF. TASK-D

**PR: PR217672A001**

**Amount: \$341,255.00**

**Accounting Line:**

**2021/5385000B01XXXXDM/F300F310F000/7672000000/T21D170400/251001/61000000/767  
2000000/72OAPXXCF4/010103/000000/000000/000000/0/0/0/0 TAS: 070X5385000**

Total Funding Amount: **\$49,590,901.00**

**5. ARTICLE IX – FUNDING AND LIMITATIONS**

Section B, “Reimbursement Limit,” is hereby deleted and replaced with the following; the only change is in bold below:

**B. Reimbursement Limit:**

The City and County of Denver, for and in consideration of the period of performance extension and scope change, expressly waives its ability to seek additional reimbursement from the Government for the OTA project beyond the **\$49,590,901.00** obligated under the OTA.

- 6.** This modification increases the total obligated value of OTA HSTS04-12-H-CT1014 from \$49,249,646.00 by \$341,255.00 to \$49,590,901.00.
- 7.** All other terms and conditions of the subject agreement are in full force and effect and remain unchanged.

**--End of HSTS04-12-H-CT1014\_P00008--**

**Contract Control Number:**  
**Contractor Name:**

PLANE-202158101-06/Alfresco 201204840-06  
The Transportation Security Administration

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-202158101-06/Alfresco 201204840-06  
The Transportation Security Administration

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

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

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

ATTEST: [if required]

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

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

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