

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT, made and entered into as of the date indicated on the City signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", Party of the First Part, and **STURGEON ELECTRIC COMPANY, INC.**, a corporation organized and existing under and by virtue of the laws of the State of **MICHIGAN**, hereinafter referred to as the "CONTRACTOR", Party of the Second Part;

WITNESSETH:

WHEREAS, the Parties entered into a Contract dated May 5, 2014 for Runway 8-26 Complex Lighting Rehabilitation (the "Existing Contract") at Denver International Airport; and

WHEREAS, the Parties have agreed to additional work necessary to address electrical rehabilitation of Runway 8-26, replacing lights, transformers and cable on Taxiways R, EE, L from TW EE to Z, M from TW EE to Z & Z; and adding replacement airfield guidance signs within the above areas as well as lights, cable, transformers and guidance signs on TW L and M between TW Z and TW ED; and

WHEREAS, the parties desire to amend the Existing Contract;

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

1. Article II, "**SCOPE OF WORK**" is hereby amended to read in its entirety as follows:

ARTICLE II - SCOPE OF WORK: The Contractor agrees to and shall furnish all work as described in the original and supplemental scope of work Ex. A-1.

2. Article V, "**TERMS OF PAYMENT**" is hereby amended to read in its entirety as follows:

ARTICLE V - TERMS OF PAYMENT: The City agrees to pay the Contractor for the performance and completion of all of the Work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefor, a total amount of **NINE MILLION, FOUR HUNDRED FORTY THOUSAND, NINE HUNDRED SIXTY-FIVE** Dollars and **SEVEN** Cents (\$9,440,965.07). Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et. seq., subject to the maximum contract amount stated above. Contractor agrees that interest

and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

Payment hereunder will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System, Operations and Maintenance and Capital Improvement funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations.

3. Except as provided herein, all provisions, terms and conditions of the Existing Contract shall remain in full force and effect as if fully set forth herein.

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.

Contract Control Number: PLANE-201313528-01

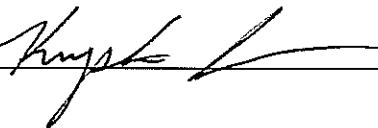
Contractor Name: STURGEON ELECTRIC COMPANY INC

By: 

Name: Jeff Waneka
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: 

Name: Krysta Brewer
(please print)

Title: Assistant Secretary
(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 _____



Ex. A-1 Supplemental Scope of Work

Added scope for contract 201313528

Please add to the original contract, the removal and replacement of existing quartz centerline and edge lights with new LED centerline and edge lights on taxiways M and L between TW Z and TW Ed. Include the cost to procure and install all fixtures along with the required cable, transformers and regulators, spacer rings, labor, etc., to make a complete and working system. Return all removed fixtures to the City for future use or dispose of as directed by the project manager.

Replace all quartz Airfield Guidance signs on RW 8-26, TW R, Z, EE, and TW M and L from TW EE to TW Ed with new LED Airfield Guidance signs. Include the cost to procure and install all signs and the replacement of all required cable, transformers, labor, and where shown, of sign pads. Return all removed signs to the City or dispose of as directed by the project manager.

All work is to be completed within the original contract time as part of the closure milestones as set forth in the original contract.

Where available, contract bid unit prices shall be used, where none exist, new unit prices have been negotiated and will be used.