

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE 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, on behalf of its Department of Aviation (“City” or “Party of the First Part”), and HENSEL PHELPS CONSTRUCTION COMPANY, a corporation authorized to do business in Colorado.

WITNESSETH:

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

WHEREAS, the City and Contractor entered into a written Agreement # 201734839 (“Agreement”) wherein the Contractor agreed to furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the Central Utility Plant (CUP) R-22 Replacement, at Denver International Airport (“DEN”); and

WHEREAS, the City now wishes to add term, money and clarification to the scope of work with this First Amendment; and

WHEREAS, Contractor is 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. Special Condition 7 and 8, are hereby deleted in its entirety and replaced with the Special Condition 7 and 8 which are attached hereto as Exhibit A.
2. Except as modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
3. This First Amendment to the 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-201734839-01

Contractor Name: HENSEL PHELPS CONSTRUCTION CO

By: Edwin Glen Miller

Name: EDWIN GLEN MILLER
(please print)

Title: VP
(please print)

ATTEST: [if required]

By: Melody Coleman

Name: Melody Coleman
(please print)

Title: Admin. Assistant
(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 _____



Exhibit A to the First Amendment

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within 950 consecutive calendar days from Notice to Proceed. The Work to be performed under the Contract will be divided into the following Phased Completion Dates:

Phase 1	1/18/2019
Phase 2	2/7/2019
Phase 2A	2/25/2019
Phase 3	10/1/2019
Phase 4	5/7/2020
Phase 5	12/15/2020

The Contractor shall complete the work included within these areas within the number of days set forth by the Project Manager. These days are based on a NTP date of August 6, 2018. If NTP is issued after July 16, 2018, the Project Manager may, in his/her sole discretion, extend the Phased Completion Dates in accordance with the NTP issuance date.

SC-8 INCENTIVES AND LIQUIDATED DAMAGES

The incentive payment, set forth below, will be calculated during Final Closeout using any remaining Project Contingency. Any incentive payment is contingent on the Contractor meeting all Phased Completion Dates and achieving overall project Substantial Completion as established by the project schedule.

As more fully set forth in the project schedule, the Work has been divided into six (6) phases and each phase has completion date as set forth below: (the "Phased Completion Dates").

Phase 1	1/18/2019
Phase 2	2/7/2019
Phase 2A	2/25/2019
Phase 3	10/1/2019
Phase 4	5/7/2020
Phase 5	12/15/2020

To be eligible for the incentive payment, the Contractor must achieve substantial completion of each and every phase of the Work by the respective Phased Completion Date and achieve overall project Substantial Completion in accordance with the Project Schedule (the "Incentive Eligibility Requirements"). The Contractor shall be deemed to have achieved substantial completion of the Phase if on each Phased Completion Date, the area is available for its intended use or subsequent

follow-on work can begin. Punch list and other minor remaining work shall not be cause for withholding the incentive payment.

In the Project Manager's sole discretion, if the Contractor fails to meet one of more of the Phased Completion Dates, but still achieves overall project substantial completion in accordance with the project schedule. The Project Manager may reduce the Incentive Payment by 1/6 for each Phase Completion Date which is not achieved.

At Final Closeout of the Project, if the Contractor has met the Eligibility Requirements the City and Contractor shall share any remaining Project Contingency. The parties will share the remaining Project Contingency 80% to the City and 20% to the Contractor (the "Incentive Payment"). No matter how much Project Contingency exists at the Final Closeout of the Project, the Contractor's 20% Incentive Payment shall not exceed Two Hundred Thirty Thousand Dollars (\$230,000.00) (the "Maximum Incentive Payment").

The Work will begin when the NTP is issued on August 6, 2018. If the issuance of the NTP is delayed or schedule impacts occur that are outside of the Contractors control, a day for day delay will be added to the Phased Completion Dates. The determination of whether the delay was outside of the Contractors control shall be made by the Project Manager.

If the Contractor fails to achieve any of the Phased Completion Dates or the overall Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages at the rate of One Thousand Dollars (\$1,000.00) per day until substantial completion of any Phased Completion Date or overall Substantial Completion is achieved.

Article IV of the Contract and General Condition 602 cover payment and withholding of liquidated damages.