

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 (“**City**”), and **LUDVIK ELECTRIC CO.** a Colorado corporation, (“**Contractor**”).

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, Contract No. 201631740-00 with an Effective Date of January 10, 2017 (“**Agreement**”), wherein they agreed Contractor will provide all labor, tools, supplies, equipment, materials and everything necessary and required to complete the work described in the Agreement, generally described as work related to the TSA Consolidated CBRA (“**Project**”); and

WHEREAS, the City issued Change Orders to make modifications to the Maximum Contract Amount, Scope of Work and Term of the Agreement to accommodate certain changes to the Project; and

WHEREAS, the City now wishes to add additional funding and term to the Agreement and to make other revisions with this First Amendment in order for Contractor to perform additional work related to the Project; and

WHEREAS, the plans and specifications for the additional work to be performed have not been completed in their entirety but the parties agree that it would be time- and cost-efficient for Contractor to commence work as certain plans and specifications are completed; and

WHEREAS, terms and conditions of the Agreement not specified as amended in this Amendment shall remain the same, including Article XVIII, Compliance with Minority/Women Business Enterprise Requirements; 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. Article III, Terms of Performance is hereby deleted in its entirety and replaced with the following:

The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Chief Executive Officer and agrees to fully complete the Work on or before December 31, 2022. This period of performance

is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

2. Article V, Terms of Payment, is hereby deleted in its entirety and replaced with the following.

A. 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 it's full and only compensation therefor, a maximum total amount **Two Hundred and Two Million, Nine Thousand, Five Hundred and Ten Dollars and No Cents (\$202,009,510.00)**. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed this "**Maximum Contract Amount**," as modified by any duly authorized Change Order.

B. The Maximum Contract Amount shall include the following:

1. \$143,709,510.00 as compensation for work performed pursuant to this Agreement ("**Contractor Payment Amount**"), plus
2. \$58,300,000.00 allocated to a City-controlled Allowance for additional changes to the scope of work and compensation for such work that are requested by the City and defined in one or more Change Orders issued pursuant to the General Conditions, as amended by this Agreement and the Special Conditions. Such changes to the work may include but are not limited to construction of new baggage makeup areas in vacated CBRA rooms and the addition of related facilities including conveyors necessary for the transport of baggage to the new makeup areas. Change Orders issued pursuant to this Section V.B.2 shall include copies of or incorporation by reference to necessary plans and specifications and shall be incorporated into this Agreement in the same manner and order of precedence as other Change Orders. All compensation for the work specified in Change Orders issued pursuant to this Section V.B.2 shall be added to the Contractor Payment Amount specified in Section V.B.1 above.

C. 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.

D. 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.

E. Notwithstanding any other provision in this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of (the “Maximum Contract Amount”).

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

4. 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.

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Contract Control Number: PLANE-202158003-01/Alfresco 201631740-01
Contractor Name: LUDVIK ELECTRIC CO.

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

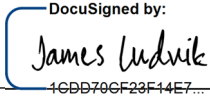
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202158003-01/Alfresco 201631740-01
LUDVIK ELECTRIC CO.

By:  _____
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Name: James Ludvik _____
(please print)

Title: CEO _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)