FIRST AMENDMENT

THIS FIRST AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware company authorized to do business in the State of Colorado ("Contractor" or "Hensel Phelps") Party of the Second Part (collectively the "Parties").

WHEREAS, the City and Hensel Phelps entered an Agreement (Contract number 201952393) dated April 12, 2021 (the "Existing Agreement"), for professional services for all types of Heating, Ventilation, Air Conditioning (HVAC), Plumbing, Electrical (high and low voltage), Life Safety, Building (Carpentry, Roofing, Glazier), Car Wash repairs, Appliance services, Paint services and other services as needed for landside interior and exterior needs at Denver International Airport ("DEN" or "Airport"); and

WHEREAS, the City desires to amend the Existing Agreement to increase the maximum contract amount and amend the existing term to exercise the two one year options that the contract allows; and

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

1. **ARTICLE V. COMPENSATION AND PAYMENT SECTION A** is hereby amended by deleting the existing Section A and replacing it with the following-

   "A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory 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 Three Million Dollars and No Cents ($3,000,000.00) ("Maximum Contract Amount"). Contractor shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount."

2. **ARTICLE IV. TERM AND TERMINATION SECTION A** is hereby amended by deleting the existing Section A and replacing it with the following-

   "**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire Five (5) Years from the Effective Date, unless terminated in accordance with the terms stated herein (the "Expiration Date"). If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative."

3. **ARTICLE IV. TERM AND TERMINATION SECTION B** is hereby deleted.

4. **ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS SECTION I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement** is hereby deleted.

5. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

6. This First Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-202368113-01 / Legacy No. 201952393-01
Contractor Name: HENSEL PHELPS CONSTRUCTION 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: PLANE-202368113-01 / Legacy No. 201952393-01
Contractor Name: HENSEL PHELPS CONSTRUCTION CO.

By: _____

DocuSigned by:

Joel Douglass

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Name: _____
Joel Douglass
(please print)

Title: _____
General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)