

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 **HOLDER-FCI**, a Joint Venture authorized to conduct business in the State of Colorado, (“**Contractor**” or “**CMR**”).

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. 201733063 dated December 6, 2017 (“**Agreement**”) wherein they agreed Contractor will provide all labor, tools, supplies, equipment, materials and everything necessary and required for the construction of the Concourse Expansion Program issued under Contract No. 201733063, Concourse Expansion Program, Denver International Airport; and

WHEREAS, the City now wishes to add additional funding to the Agreement and amend 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. Exhibit A, titled Scope of Work, Concourse Expansion Projects, is hereby deleted in its entirety and replaced with the Exhibit A-1 attached hereto.
2. The first and second paragraphs of Article V, titled Terms of Payment, subsection A, Maximum Contract Amount, are hereby deleted in their entirety and replaced with the following.

A. Maximum Contract Amount. The maximum contract amount is Nine Hundred Twenty Million Dollars and No Cents (\$920,000,000.00) (the “Maximum Contract Amount”). The City agrees to pay the Contractor for the performance and completion of all Work required by this Contract through the issuance of authorized CGMPs, in accordance with the Contract Documents. CGMPs shall be paid based on actual costs incurred which shall in no event exceed the authorized CGMP amount. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

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.

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-202053454-01
Contractor Name: HOLDER-FCI JV

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-202053454-01
HOLDER-FCI JV

By:  _____
458B15883E5E4DA...

Name: David W. Miller
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1 - SCOPE OF WORK

INTRODUCTION

Denver International Airport (DEN) is a commercial air carrier facility located 23 miles northeast of the metropolitan Denver area. The airport proposes to expand mainline gate capacity by adding new aircraft gates on Concourse A, Concourse B, and Concourse C to serve domestic and international routes. Each project will be designed to LEED gold V4.0 standards in accordance with Executive Order 123 2.0 (a.). The project will also correctly resize hold rooms and create additional office space for ongoing operations at DEN.

The scope of services includes pre-construction, construction, and closeout. Designs and plans shall be prepared in accordance with DEN building information modeling (BIM) standards with approved software packages as outlined in Design Standards Manual (DSM) volume 12 including approved versions of Revit and AutoCAD Civil3D. Coordination with airlines, concessionaires, airport operations, and ground transportation, the FAA and City and County of Denver will be critical to the success of this project.

PROJECT DESCRIPTION

DEN proposes to design and construct the concourse expansion program (CEP), consisting of Concourse A West, Concourse A East, Concourse B West, Concourse B East, Concourse C East and General Concourse work. Each project described below will be designed and constructed using Construction Manager at Risk (CMR) delivery. Each expansion project will be constructed from multiple component packages to fast-track the schedule. The component packages may include but are not limited to the following:

Concourse A-West: This project is comprised of about 530,000 square feet of new concourse space having a footprint of about 130,000 square feet. The expansion includes 2 new subcores, 2 new international nodes and the provision for 3 future international nodes. The expansion will include 12 new aircraft gates, 15 hold rooms, a full basement, and about 109,000 square yards of aircraft rated pavement.

Concourse A-East: This project is comprised of the construction of an additional 50,000 SF of space on the east end of Concourse A to accommodate office, hold room and facility space for 8 additional gates. It also includes the relocation of the commuter aircraft parking facility from Concourse A east to allow for Concourse A east expansion.

Concourse B-West: This project is composed of about 91,000 square feet of new concourse space having a footprint of about 44,000 square feet. The project includes 4 new aircraft gates, 6 hold rooms, and about 19,000 square yards of aircraft rated pavement.

Concourse B-East: This project is composed of about 132,000 square feet of new concourse expansion having a footprint of about 63,000 square feet. The project includes a new mezzanine UA lounge,

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a food court area, and 2,600 square feet of concessions. The expansion will delete 11 RJ gates and add 9 narrow body aircraft gates. New apron pavement may be limited to installation of new utilities and services.

Concourse C-East: This project is composed of about 521,000 square feet of new concourse space having a footprint of about 185,000 square feet. The project includes up to 16 new aircraft gates, with up to 18 new hold rooms, a full basement, and about 66,740 square yards of aircraft rated pavement.

General Concourse: The project is composed of the build out, relocation and renewal, as necessary, of concourses (including conveyances and restrooms), hold rooms (including but not limited to carpet and FF&E), airline offices and clubs, gate space, and any additional work necessary to ensure safe and convenient movement of the passengers within and/or between the concourses, without impacting airport operations. It also includes the build out of the Construction Office Complex (COC) to accommodate the relocation of the Concourse Expansion Program staff and the retrofit of wayfinding equipment in the existing concourses to allow for a single wayfinding solution that complies with the new standard.

The CEP team, composed of the owner and program management team (PMT), A/E consultant, and contractor, will work collaboratively during the pre-construction phase to develop project costs estimates while allocating and mitigating project risks. The CMR will develop and maintain for regular review cost estimates and will perform constructability and value engineering reviews necessary for evolution of the design process and preparing guaranteed maximum prices (GMPs) for each component package developed during the construction documents phases of design. During construction the team will ensure that construction conforms to the contract documents, and/or directives issued by the owner.

Pre-Construction Phase: The contractor will participate during the development and design phase of the project for the purpose of preparing detailed cost estimates, risk reviews, constructability reviews, construction schedules including but not limited to long lead-items, construction phasing, and value engineering (VE) reviews.

Construction Phase: This CMR delivery process has been developed to identify project risk and the cost of that risk during the design phase so that contract negotiations will be aligned with the DEN expectation for predictable and timely execution of the component GMPs. Furthermore, change orders should be limited to unforeseen conditions or owner directed changes. The completed project will be constructed using acceptable materials, means and methods meeting project specifications and performance requirements outlined in the contract documents detailed in each CGMP.

SCOPE OF WORK

All or part of the scope of work defined herein may be accomplished to provide completion of a CGMP or any portion of the project specified in the CEP at the direction of DEN. All work shall be prepared according the procedures outlined in the Airport Rules and Regulations and the AIM Development Project Management Guidelines (PMG), available for download under the DEN Business website at

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<http://business.flydenver.com/bizops/bizRequirements.asp>.

1. PRECONSTRUCTION PHASE

The contractor will provide detailed cost estimates, risk reviews, constructability reviews, construction schedules including long lead-items, construction phasing, and value engineering (VE) reviews. Cost estimating will include the owner's independent cost review, the contractor's cost estimate, and review by the A/E consultant. The contractor and the owner's estimator will review cost estimates for variances and develop a list of variances and a mitigation strategy in order to reconcile differences. Cost estimating will begin with the initial project budget and be updated to include changes made during all design phases. As the project progresses through construction document milestones, cost estimate variation between the independent cost estimator and the contractor's estimate is expected to decrease as scope is better defined and risk should be mitigated and allocated throughout the design process in preparation for setting component GMPs.

The project baseline and critical path schedules shall be updated weekly, or as requested by PMT, and be provided for monthly review. Baseline schedules shall be coordinated with the A/E consultant to coordinate design durations based on Table 1, below, or as Table 1 is amended in any Task Order GCMP. The schedule shall also show cost reviews, risk workshops, procurement milestones, CGMP NTP, and construction duration. The Task Order CGMP may include one or more of the Milestones contained in Table 1, below, and may combine or delete individual milestones as necessary to accomplish the Preconstruction Phase. The baseline schedule shall be provided at each design milestone and updated at 30 days from NTP.

In support of the CMR process, the contractor and A/E consultant will participate in constructability reviews, risk assessment workshops, and value engineering (VE) evaluations. It should be understood that VE revisions for each of the milestone reviews are included in the contractor's scope of work and services. These changes are likely to result in additional work expected to be completed in a timely manner.

Table 1. Milestone Schedule

Milestone	Enabling	Early	Main	Late
SD – 30%			X	X
DD – 60%		X	X	X
95% CD	X	X	X	X
IFC	X	X	X	X
CONFORMED	X	X	X	X

a. SCHEMATIC DESIGN PHASE (30% Design)

Field investigations and other services to prepare schematic design documents will be

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performed by the A/E designer or the CMR as approved by the PMT. The schematic design documents will incorporate feedback and reviews from the DEN stakeholder team. These services may include but not be limited to engineering surveys and soils investigations, 30% design drawings, outline specifications, rough to scale models of areas of the project, schematic DAR, LEED checklist, and existing conditions BIM model.

The contractor shall provide updated assumptions, trend logs, schedules, and estimates to be compiled into the revised DAR to present a clear, complete, and concise picture of the construction of the facilities and systems. In addition, the contractor shall submit a preliminary risk register, constructability considerations, and potential VE solutions to the team for review and use in advancing the design.

The contractor shall provide opinion of probable construction cost (OPCC) estimates in a format agreed to by DEN and the owner's independent cost estimator. The OPCC will be based on quantitative takeoffs whenever possible and must quantify project phasing, specifications, and risk registers. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates will be agreed to by DEN and the independent estimator prior to commencement of the OPCC. The following costs must be included in the OPCC:

- Cost of all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the contractor will use for the duration of the component package
- General Conditions to be incorporated into the component package
- All indirect costs including contingencies agreed to by the owner's independent estimator and the project manager
- The subcontracting plan and M/WBE compliance plan

The contractor shall continue to work with the owner's independent cost estimator and the project manager after submittal of the schematic design package to reconcile cost differences.

b. DESIGN DEVELOPMENT (60% Design)

Design development documents will be updated by the A/E designer based upon the schematic design phase review comments and direction provided by the DEN stakeholder team. These services may include but not be limited to: 60% design drawings, technical specifications, Drainage Reports, SWMP plans, DAR, LEED Checklist, BIM model. The contractor shall provide updated assumptions and estimates to be compiled into the revised DAR to present a clear, complete, and concise picture of the construction of the facilities and systems. In addition, the contractor shall submit an updated risk register, constructability, phasing considerations, and potential VE solutions to the team for review and use in advancing the design.

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The contractor shall provide an updated OPCC for the advanced design phase in a format agreed to by DEN and the owner's independent cost estimator. The updated OPCC shall reflect all changes in the scope of work and schedules developed through the design process and stakeholder feedback. The OPCC will be based on quantitative takeoffs whenever possible and must quantify project phasing, specifications, and risk registers. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates will be agreed to by DEN and the independent estimator prior to commencement of the OPCC. The following costs must be included in the OPCC:

- Cost of all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the contractor will use for the duration of the component package
- General Conditions to be incorporated into the component package
- All indirect costs including contingencies agreed to by the owner's independent estimator and the project manager
- The subcontracting plan and M/WBE compliance plan

The contractor shall continue to work with the owner's independent cost estimator and the project manager after submittal of the design development package to reconcile cost differences in preparation for the CGMP.

c. 95% CONSTRUCTION DOCUMENTS PHASE

The 95% construction documents phase is to include all items required for the proper execution and completion of construction. The contractor will continue to provide cost estimating, constructability reviews, phasing recommendations, construction schedules, and VE recommendations at each milestone. These documents may include but not be limited to: 95% construction drawings, contract documents, technical specifications, engineering surveys and soils investigations, drainage report, construction permits, DAR, LEED checklist, LEED design submittal, BIM model.

The CMR shall finalize the contents of the CGMP package at the 95% construction documents phase or earlier, as approved by the Owner/PMT to meet the project schedule. The preliminary CGMP package shall be provided for review by the Owner/PMT with a three-week look ahead schedule to facilitate final reviews and approvals for procurement of the work. In addition, to complete construction documents, the contractor shall obtain agency and utility permits required to construct the project.

The contractor shall provide the updated opinion of probable construction cost (OPCC) estimates in a format agreed to by DEN and the owner's independent cost estimator. The OPCC will be based on quantitative takeoffs whenever possible and must quantify project

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phasing, specifications, and risk registers. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates will be agreed to by DEN and the independent estimator prior to commencement of the OPCC. The following costs must be included in the OPCC:

- Cost of all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the contractor will use for the duration of the component package
- General Conditions to be incorporated into the component package
- All indirect costs including contingencies agreed to by the owner's independent estimator and the project manager
- The subcontracting plan and M/WBE compliance plan

Costs related to each item identified in the risk registers should be allocated as separate line items, to be additional or deductive from the cost for that item. The contractor's cost estimate will be reviewed by the owner's independent cost estimator. An OPCC cost meeting will be held with the owner/PMT, the contractor, and the independent cost estimator to review pricing assumptions, review quantities, and reconcile significant pricing differences. Updated risk registers and costs estimates will be provided as a result of this meeting. The OPCC shall be completed and checked, sealed, and signed by the contractor's signatory authority as appropriate for each milestone. The contractor shall provide electronic and hard copies of submittal documents in accordance with direction provided by the owner/PMT.

As the project progresses through design milestones to completion, cost estimate variation between the independent cost estimator and the contractor's estimate is expected to decrease as risk should be mitigated and allocated throughout the design process. DEN may elect to set the component GMP earlier than 100% phase of design for that component.

2. CITY PLAN REVIEW PHASE

The CMR shall attend and participate in design review meetings with stakeholders and subject matter experts during each milestone. The CMR shall also review the design/construction documents and prepare a list of comments and constructability issues related to the level of design completion at each milestone.

3. PROCUREMENT PHASE

The CMR shall coordinate with the A/E design team and the PMT to develop a project buy-out plan. The buy-out plan shall be developed for each CGMP package and include milestones for

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design and review, advertisement, bid opening, conformance of contract documents, final negotiations of the contract price, and issuance of the CGMP task order. The contractor shall also facilitate various procurement strategies as required by the owner/PMT including owner procurement/contractor installation (OPCI) and owner procurement/owner installation (OPOI).

The CMR shall provide CGMP Supporting Documents for buyout of the work including:

- List of Plans and Specifications
- Allowance work items
- Clarifications and assumptions
- Line item costs for each trade
- Schedule of values summary
- Schedule for substantial completion of the work
- Analysis of project schedule and budget
- M/WBE compliance plan demonstrating compliance with contract goals

During procurement and construction the contractor shall provide a 3-week look ahead schedule to be updated weekly.

4. CONSTRUCTION PHASE

The contractor will be issued a set of issued for construction (IFC) documents that incorporate all addenda, contract forms, substitutions, and changes made prior to the NTP into the conformed contract documents for each CGMP. Once a CGMP is agreed upon and executed into a contract agreement, the contractor will assume the role of general contractor. The contractor will be responsible to ensure all conditions specified in the contract are implemented during construction including but not limited to: airfield operations, environmental, safety, and utility permits.

The contractor will also be responsible for tracking the performance, cost, and contingencies for each CGMP and for the project including all prior and subsequent CGMPs. Each of these metrics shall be provided to the project manager during negotiation of the work and routinely throughout the construction project.

The contractor shall construct each component package in accordance with the contract documents while controlling the risks that were identified in the preconstruction phase of the project. It is the owner's expectation that each project will progress with fewer change orders

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because the contractor was incorporated into the design process. Additionally, many of the project risks and unknowns should already be accounted for in the risk register as planned contingency pools.

The contractor shall maintain a current as-constructed BIM model and red-line set of contract drawings and specifications to be maintained on a daily basis throughout construction of the project. The electronic format and procedures shall follow DEN BIM standards in preparation for closeout of each CGMP.

The contractor shall coordinate all OPCI and OPOI delivery, and installation with owner/PMT in a timely manner to facilitate completion of the project within the established schedule.

The contractor shall coordinate with A/E design LEED champion for specific requirements and submittals established by the project LEED registration. Requirements for LEED documentation shall be coordinated with A/E design LEED champion and shall be routinely maintained and provided in a timely manner for LEED certification.

The contractor shall coordinate with commissioning agent, inspectors, and other third party consultants and contractor as required to complete the work.

5. CLOSEOUT

The contractor shall provide all services for turnover of all new facilities and systems including completion of final punch-list items, training, and operations manuals for final acceptance of the project. The contractor shall prepare final inspection documentation and certificates required for beneficial occupancy, substantial completion, and final completion of the project. These certificates shall be coordinated with government agencies including but not limited to the Denver Development Services and Denver Fire Department for required operating permits and certificates of occupancy.

The CMR must turn over the "as-built" Project BIM Models, Drawings and Specifications. The contractor shall maintain these documents during construction in good condition at the work site for the purpose of recording "as-constructed" conditions in order to develop a record of the construction of the work. The team shall daily record all changes and deviations in a neat and legible manner. When the work for each CGMP is complete the Contractor shall deliver this single set of Contract Drawings and Technical Specifications to the A/E design team for development and submission of final record documents to the owner. These Drawings must be submitted to and approved by the Project Manager before final payment can be made.