

FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) is entered into as of the date indicated on the City’s signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”) and **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware corporation authorized to do business in Colorado (“Contractor”) (collectively the “Parties”).

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

WHEREAS, the City and Contractor entered into that certain On-Call Agreement for Professional Services (Contract number 201952422) dated April 14, 2021 (the “Existing Agreement”), under which Contractor contracted to perform 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 airside interior and exterior needs at DEN; and

WHEREAS, pursuant to Article IV, Section B of the Existing Agreement which allowed the Term of the Existing Agreement to be extended to an end date of April 11, 2026, through the exercise of two option years, the City desires to extend the contract for two years through amendment rather than exercise the option years.

WHEREAS, the Parties now desire to amend the Existing Agreement, as set forth in this First Amendment;

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

1. Article V, Section A of the Existing Agreement is hereby amended and restated to read as follows:

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 **Four Million Dollars and No Cents (\$4,000,000.00)** (“**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, Section A of the Existing Agreement is hereby amended and restated to read as follows:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on April 11, 2026, 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, Section B is hereby deleted.
4. Article XI, Section I of the Existing Agreement is hereby deleted.
5. Except as modified by this First Amendment, all of the terms, provisions and conditions of the Existing Agreement shall remain in full force and effect and are hereby ratified and reaffirmed.
6. This First Amendment shall not be effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-202367777-[[This Amendment Number]]
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:
Contractor Name:

PLANE-202367777-[[This Amendment Number]]
HENSEL PHELPS CONSTRUCTION CO.

By:  _____
D04D83423ECB4A0...

Name: Joel Douglass
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)