

**FIRST AMENDMENT TO
DESIGN-BUILD CONTRACT
INTERIM FACILITY – FOUR GATES PROJECT AT THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
BETWEEN
THE CITY OF SAN JOSE
AND
HENSEL PHELPS CONSTRUCTION CO.**

This FIRST AMENDMENT TO CONTRACT is entered into this ____ day of _____, 2018, by the CITY OF SAN JOSE (“CITY”), a municipal corporation of the State of California, and HENSEL PHELPS CONSTRUCTION CO., a Delaware general partnership (“DESIGN-BUILDER”).

RECITALS

WHEREAS, on _____, CITY and DESIGN-BUILDER entered into a contract entitled “DESIGN-BUILD CONTRACT INTERIM FACILITY – FOUR GATES PROJECT AT THE NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT” (CONTRACT”); and

WHEREAS, CITY and CONSULTANT desire to amend the CONTRACT to modify the Project General Description;

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

SECTION 1. SECTION 2, “**OBLIGATIONS OF CONTRACTOR; REPRESENTATIONS, WARRANTIES AND COVENANTS; DESIGN REQUIREMENTS**”, subsection 2.1.1 is amended to read as follows:

“2.1.1 Project General Description

The Project is located at the Airport in San José, California. Design-Builder will design, construct and commission an approximately 8,200 square foot remote holdroom south of Terminal B with up to six (6) gates, that will be connected to Terminal B by an approximately 10,500 square foot walkway fully ramped to meet ADA requirements, with up to two (2) upward and two (2) downward “flat” people-mover walkways connected to Terminal B at the departure gate level alongside the Gates 29 and 30 corridor (“Departure Walkway”); and (iii) an approximately 6,200 square foot secured walkway for arrivals between the Interim Facility and the at-grade Terminal B baggage claim (“Secured Walkway”, and collectively with the Interim Facility and the Departure Walkway, the “Project”). The Interim Facility will have code compliant restrooms and food and beverage concessions.

There may be additional building modifications, landside modifications, equipment, furniture, and technology requirements, including but not limited to biometric implementation, necessary in Terminal A, Terminal B, and the International Facility. This is to accommodate relocation of airlines, technology improvements (including but not limited to biometric implementation) to all terminal facilities, and other improvements related to the Project as necessary to address passenger facilitation and capacity challenges. The scope of services related to these efforts will be a separate negotiated GMP(s) from the initial holdroom and the corridors stated above and have its own cost and schedule.”

SECTION 2. All of the terms and conditions of the original CONTRACT not modified by this First Amendment shall remain in full force and effect.

[remainder of page intentionally left blank]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal
corporation of the State of California

KEVIN FISHER
Chief Deputy City Attorney

TONI TABER, CMC
City Clerk

“DESIGN-BUILDER”

HENSEL PHELPS CONSTRUCTION CO.,
a Delaware general partnership

By _____
Name:
Title: