

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into as of the date stated on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation (the “City”), and **DELSCO NORTHWEST CORP.**, a Colorado corporation (“**Consultant**”).

WITNESSETH

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

WHEREAS, the parties hereto entered into a certain Agreement for Professional Services, which was executed on June 6, 2022, Jaggaer No. 202161284 (the “**Existing Agreement**”), under which the Consultant contracted to perform professional On-Call Oil and Gas Field Closure Services for oil and gas facilities on DEN property; and

WHEREAS, pursuant to Section 4.A of the Existing Agreement which allowed the Term of the Existing Agreement to be “extended for one year on the same terms and conditions, by written notice from the CEO to Contractor,” the Term of the Existing Agreement was extended to June 30, 2024, by a letter from the CEO dated May 10, 2023; and

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

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 5.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 Twelve Million Two Hundred Thousand Dollars (\$12,200,000.00). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.
2. Except as modified by this First Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect and are hereby ratified and reaffirmed.
3. 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202368118-01
Contractor Name: DELSCO NORTHWEST Corp

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

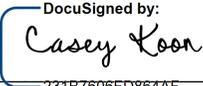
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202368118-01
DELSCO NORTHWEST Corp

By: 
231B7606FD864AF...

Name: Casey Koon
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)