

FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is made and entered into on the date indicated on the City 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 (“**City**”), and **RICONDO & ASSOCIATES, INC.**, an Illinois corporation authorized to do business in Colorado (“**Consultant**”).

WITNESSETH

WHEREAS, the Parties entered into an Agreement for On-Call Professional Services for services to provide Denver International Airport (“**DEN**”) with on-call airport planning services on an as needed basis, Contract No. 201846502-00, dated July 3, 2019 (the “**Existing Agreement**”); and

WHEREAS, the Parties wish to amend the Existing Agreement;

NOW, THEREFORE, for the reasons and consideration stated herein, the Existing Agreement is hereby amended to read as follows:

1. Paragraph IV.A of the Existing Agreement, entitled “Maximum Contract Liability,” is amended and restated as follows:

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Two Million Seventy Five Thousand Dollars (\$2,075,000.00)** (“**Maximum Contract Liability**”). Consultant will be performing the services on a time and material basis up to the Maximum Contract Amount. Consultant’s fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit B** and vary according to the experience and skill required. These rates shall apply to all Task Orders. In the sole discretion of the CEO or her delegate, hourly rates may be revised once per calendar year throughout the term of this Agreement.

3. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein, and are hereby ratified and reaffirmed.

4. This First Amendment shall not be or become effective or binding on the City until reviewed and approved by the City Council, approved and fully executed by all signatories of the City and County of Denver, and a fully executed Agreement has been delivered to Consultant.

[END OF AMENDMENT; SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202056314-01 / Alfresco 201846502-01
Contractor Name: RICONDO AND ASSOCIATES, INC.

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-202056314-01 / Alfresco 201846502-01
RICONDO AND ASSOCIATES, INC.

By:  _____
6CC4A1AE8202459

Name: Mark Richter
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)