# FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES**, 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, on behalf of its Department of Aviation ("City" or "Party of the First Part"), and **JACOBS ENGINEERING GROUP, INC.**, a corporation organized under the laws of the State of Delaware and authorized to do business in Colorado ("Consultant" or "Party").

## 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. 201733061 ("Agreement") dated December 6, 2017, wherein the Contractor agreed to furnish architectural and engineering design services relating to the Concourse Expansion Program at DEN; and

**WHEREAS,** the City and Contractor now desire to amend the Agreement to add to the Maximum Contract Liability through 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.  Article IV.A of the Agreement entitled "Compensation and Payment" shall is hereby 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 Eighty-Five Million dollars ($85,000,000.00) ("Maximum Contract Liability"). Consultant will be performing the services on a time and material basis, or with prior written consent of the project manager, a lump sum basis as set forth in each Task Order up to the Maximum Contract Liability. Consultant's fee in each Task Order shall be based on the time and materials or identified services required by its professionals to complete the work.

    > 1.    The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Consultant acknowledges and understands City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City.

2.      Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source. City has no obligation to make payments from any other source. City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement further to increase the Maximum Contract Liability above.

2.      Except as modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

3.      This First Amendment shall not become effective or binding on the City until it is approved by the City Council if required by the City's Charter, and it is fully executed by all signatories of the City and County of Denver.

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Jacobs Engineering Group
Alfresco 201733061-01/Jaggaer 202054023-01

**Contract Control Number:**     PLANE-202054023-01/Alfresco 201733061-01
**Contractor Name:**     JACOBS ENGINEERING GROUP 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:**      PLANE-202054023-01/Alfresco 201733061-01
**Contractor Name:**      JACOBS ENGINEERING GROUP INC.

DocuSigned by:

By: *Ron Williams*
    1488C2457CED479...

Name:   Ron Williams
    (please print)

Title:   Senior Vice President
    (please print)

ATTEST: [if required]

By: _____

Name: _____
    (please print)

Title: _____
    (please print)