

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **RVE, INC.** dba RVi Planning + Landscape Architecture, Inc., a foreign corporation with an address of 1611 W. 5th St., Ste. 175, Austin, Texas 78703, as assignee of **RUSSELL + MILLS STUDIOS**, a Colorado corporation (“Design Consultant”), jointly “the parties.”

RECITALS

A. The City entered into an Agreement with Russell + Mills Studios dated June 9, 2023 (the “Agreement”), for the performance of certain services set forth in that Agreement and the exhibits thereto; and

B. The Agreement allows for the assignment of the rights and obligations under the Agreement under certain circumstances and subject to City approval; and

C. The Design Consultant, on or about July 11, 2024, notified the City that RVE had acquired Russell + Mills Studios, and as a result, the Agreement and Russell + Mills Studios’ obligations were assigned from Russell + Mills Studios to RVE, Inc.

D. The Parties now wish to amend the Agreement to allow the City to accept the assignment of the Agreement, including the City’s rights, from Russell + Mills Studios to RVE, Inc.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Section 5.05 of the Agreement, entitled Assignment and Subcontractor, states:

“The City is not obligated or liable under this Agreement to any party other than the Design Consultant named herein. The Design Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Design Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, automatically terminate this Agreement and all rights of the Design Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Design Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.”

2. The City was notified that Russell + Mills Studios, the Design Consultant under the Agreement, was acquired by RVE, Inc. As a result, Russell + Mills Studios assigned the

Agreements and its rights, benefits, obligations, and duties without the prior written consent and approval of the City.

3. Having received all pertinent information regarding the acquisition of Russell + Mills Studios, the City agrees to consent to, and does by this First Amendatory Agreement consents to and accepts, the assignment of the Agreement from Russell + Mills Studios to RVE, Inc.

4. The terms, conditions, rights, benefits, obligation, and duties under the Agreement belonging to and performed by Russell + Mills Studios shall now belong to and be performed by RVE, Inc.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This First Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PARKS-202476753 / 202367805-01
Contractor Name: RVE, Inc. dba RVi Planning + Landscape Architecture, 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:

PARKS-202476753 / 202367805-01
RVE, Inc. dba RVi Planning + Landscape Architecture, Inc.

By: Signed by:
Paul Mills
70AC8D066D1F4F0... _____

Name: Paul Mills
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)