

## FIRST AMENDMENT TO ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“**Amendment**”) is made and entered into as of the date stated on the City’s signature page below (the “**Amendment Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **MERCHANT AVIATION LLC**, a New Jersey limited liability company authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an On-Call Agreement for Professional Services with an Effective Date of May 30, 2023 (Contract No. 202266041-00) (the “**Existing Agreement**”) for the Consultant to provide professional services to the City; and

**WHEREAS**, the Parties now desire to amend the Existing Agreement to increase the Maximum Contract Amount; and

**NOW, THEREFORE**, for and in consideration of the privileges granted by the Existing Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. Section 5(A) of the Existing Agreement is hereby amended by deleting Section 5(A) of the Existing Agreement and substituting in its place the following:

**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 Consultant under the terms of this Agreement for any amount in excess of the sum of Three Million Dollars and Zero Cents (\$3,000,000.00) (“**Maximum Contract Amount**”). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

2. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Existing Agreement.
3. Except as otherwise provided herein, all provisions, terms and conditions of the Existing Agreement shall remain in full force and effect as if fully set forth herein.
4. Consultant acknowledges and agrees that the City may not execute this Amendment and is therefore not bound by the terms of this Amendment until this Amendment is approved by the Denver City Council and executed by the signatories as required by the Charter of the City and County of Denver.

[SIGNATURE PAGES FOLLOW]

**Contract Control Number:**  
**Contractor Name:**

PLANE-202578703-01 / LEGACY-202266041-01  
MERCHANT AVIATION LLC

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

By:  
  
\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202578703-01 / LEGACY-202266041-01  
MERCHANT AVIATION LLC

By:   
979B35DF5BAB433...

Name: Joel Couillandean  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)