

**SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **NOSSAMAN LLP**, a California limited liability partnership (“Special Counsel”) (jointly, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement for legal counsel in connection with the Great Hall Project at Denver International Airport dated September 6, 2016, and a First Amendment to Agreement dated April 7, 2017 (together the “Existing Agreement”); and

**WHEREAS**, the Parties desire to amend the Existing Agreement in order to increase the Maximum Contract Amount and extend the Term, as hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Paragraph 3 “**TERM**”, is amended to read in its entirety as follows:

**3.     TERM:** The Agreement will commence on the date set forth on the City signature page, and will expire on June 30, 2018 (“Term”).

2. Paragraph 4 “**PAYMENT OF FEES AND EXPENSES**”, is amended to read in its entirety as follows:

**4.     PAYMENT OF FEES AND EXPENSES:** The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment of fees **not to exceed ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,800,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City as follows:

**a.     Fee Schedule:** Special Counsel shall be paid for actual time devoted to the work for the City, including meetings with City officials, review, preparation for and appearance on behalf of the City in any grievance/arbitration hearings and/or litigation, conferences and telephone conferences, and all necessary travel time at the following rates:

|                   |                   |
|-------------------|-------------------|
| Patrick D. Harder | \$670.00 per hour |
| Yukiko Kojima     | \$580.00 per hour |

|                         |                   |
|-------------------------|-------------------|
| Edmund V. Caplicki, III | \$595.00 per hour |
| Brandon J. Davis        | \$525.00 per hour |
| Barney Allison          | \$715.00 per hour |
| Shant Boyajin           | \$305.00 per hour |

Although the attorneys listed above will be the attorneys primarily responsible and active on these matters, it may be appropriate and efficient to involve other attorneys from Special Counsel, including but not limited to those identified in the Statement of Qualifications. Rates for such other attorneys shall be consistent with those set forth above.

**b. Expenses and Costs:** In addition, reimbursement of expenses shall be paid on the basis of monthly statements rendered by Special Counsel to the City, as follows:

Upon the prior approval of the City Attorney, the actual costs incurred by Special Counsel for documents sent to a printer or other outside contractor for reproduction, enlargement, reduction, display or mounting will be reimbursable. Other costs, including office personnel and overhead are not reimbursable and are presumed to be included in the hourly rates. Questions regarding the eligibility of an expense must be resolved in writing by the City prior to Special Counsel incurring the expense. Special Counsel shall be reimbursed at cost for travel expenses incurred by its attorneys and paralegals subject to the following limitations: All reimbursable travel **shall have prior written approval** by the City Attorney, and be related to and in furtherance of the purposes of Special Counsel's engagement. Vehicle rental costs are allowed when efficiency and economy are served, taking into consideration the elements of time and distance. Use of such vehicle for personal travel shall not be reimbursed. Reimbursement for meals is limited to the per diem allowed under the City's fiscal rules. Sleeping accommodation costs are limited to a reasonable amount, taking into account costs of alternate facilities in the location and other relevant factors. Non-business and strictly personal expenses shall not be reimbursed, and hourly rates will not be paid for any period of time a trip is extended for convenience. Additional attorneys and paralegals employed by Special Counsel providing services under this Agreement may be billed at hourly rates pre-approved by the City.

c. **Maximum Contract Amount:**

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation under this Agreement is **ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,800,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those set forth in this Agreement are performed at Special Counsel's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

3. Except as 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. This Second Amendment to Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

**[END OF AGREEMENT; SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PLANE-201629808-02

**Contractor Name:** NOSSAMAN LLP

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

Name: Patrick Harder  
(please print)

Title: Partner  
(please print)

**ATTEST: [if required]**

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

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

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

