

**FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”)** is made and entered into on the date of the City’s signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **MCKINSTRY ESSENTION LLC**, a Washington Limited Liability Company authorized to do business in Colorado (“Consultant”).

**WITNESSETH:**

**WHEREAS**, the parties entered into an Agreement dated February 12, 2016, for professional services to assist the Department of Aviation by providing professional facilities and systems commissioning services (the “**Existing Agreement**”); and

**WHEREAS**, the parties desire to amend the Existing Agreement as hereinafter set forth;

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

1. Section 4 of the Existing Agreement, entitled “Maximum Contract Amount: Funding,” is hereby amended and restated to read as follows:

**4. MAXIMUM CONTRACT AMOUNT: FUNDING:**

A. Notwithstanding any other provision of this Agreement, in no event shall the 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 Three Million Dollars (\$3,000,000.00) (the “Maximum Contract Amount”).

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Consultant acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. Payment under this Agreement shall be paid from the City and County of Denver Airport Revenue Fund and from no other fund or source. The City has no obligation to make payments from any other source. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

2. 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 here, and are hereby ratified and reaffirmed.

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

**[SIGNATURE PAGES AND EXHIBIT FOLLOW]**

Contract Control Number: PLANE-201522925-01

Contractor Name: MCKINSTRY ESSENTION LLC



By: 

Name: CHRIS LAROCQUE  
(please print)

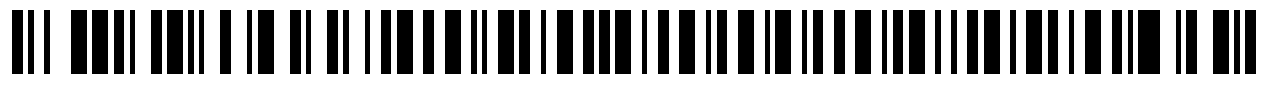
Title: VICE PRESIDENT  
(please print)

**ATTEST: [if required]**

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

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

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



**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 \_\_\_\_\_

