

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT 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 **SASAKI ASSOCIATES, INC.**, a Massachusetts corporation authorized to do business in Colorado (the "**Consultant**").

WITNESSETH:

WHEREAS, the parties entered into an Agreement dated May 13, 2016, for professional services related to land use planning for Denver International Airport ("**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 parties hereto agree as follows:

1. Section 3.B of the Existing Agreement, entitled "**Maximum Contract Amount**," is hereby amended and restated as follows:

B. Maximum Contract Amount: Notwithstanding any agreement to pay fees as set forth in Exhibit B, nor any other provision of this Agreement, in no event shall the City be liable for payment to the Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars (\$5,000,000.00)** (the "**Maximum Contract Amount**") unless this Agreement is amended to increase such amount. The City is not obligated to execute an Agreement nor any amendments for any further services performed by Consultant beyond those specifically described in or requested by the City in a Task Order, and any services performed beyond those stated in a written Task Order are performed at Consultant's risk and without authorization under this Agreement.

2. Section 4 of the Existing Agreement, entitled "**TERM**," is hereby amended and restated as follows:

4. **TERM**: The term of this Agreement shall commence on **May 2, 2016, and shall terminate May 2, 2021**, unless terminated earlier in accordance with this Agreement.

3. Except as otherwise provided in this First Amendment, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as if fully set forth herein and are hereby ratified and reaffirmed.

4. This First Amendment is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver. This First Amendment may be executed in two or more counterparts. Each counterpart will be deemed an original signature page to this Agreement. This First Amendment may be signed electronically by the Parties in the manner specified by the City.

[SIGNATURE PAGES AND EXHIBITS 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-201524391-01

Contractor Name: SASAKI ASSOCIATES INC

By:  _____

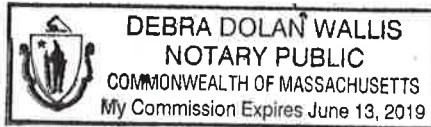
Name: Steven Rescoe
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By:  _____

Name: Debra Dolan Wallis
(please print)



Title: _____
(please print)

