

FIRST AMENDMENT TO AGREEMENT

THIS FIRST 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 **WJ ADVISORS LLC**, a Colorado limited liability company, authorized to do business in the State of Colorado ("Consultant") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement for professional services (Contract No. 201629561) at Denver International Airport ("DEN") dated March 8, 2017 ("Existing Agreement"); and

WHEREAS, the Parties now desire to amend the Existing Agreement in order to extend the Term and increase the Maximum Contract Amount;

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

1. Article III A, titled "**Term**", is hereby amended to read in its entirety as follows:

A. Term. The Term of this Agreement shall commence on January 1, 2017, and shall terminate December 31, 2021 from the Effective Date, unless sooner terminated in accordance with the terms stated herein ("Expiration Date"). Notwithstanding any other extension of term under this Article III, the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

2. Article IV A, titled "**Maximum Contract Liability**" is hereby partially amended to read as follows:

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall 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 Four Million Dollars and No Cents (\$4,000,000.00) ("Maximum Contract Liability"). Consultant will be performing the services on a time and material basis up to the Maximum Contract Amount. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit B** and vary according to the experience and skill required.

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 Amendment to the Existing 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**

Contract Control Number: PLANE-201952412-01/ALFRESCO 201629561-01
Contractor Name: WJ ADVISORS 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-201952412-01/ALFRESCO 201629561-01
WJ ADVISORS LLC

By: 
1698AD09EEF8439...

Name: warren Adams
(please print)

Title: Managing Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)