

## **FIRST AMENDMENT TO THE AGREEMENT**

**THIS FIRST AMENDMENT TO THE AGREEMENT**, is made and entered into as of the date stated on City's signature page below (the "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 ("City"), and **WSP USA, Inc.**, a corporation organized under the laws of the state of New York and authorized to do business in Colorado ("WSP" or "Consultant") (collectively "Parties").

### **WITNESSETH:**

**WHEREAS**, the City owns and operates Denver International Airport ("DEN" or the "Airport"); and

**WHEREAS**, the City and Consultant entered into a written Agreement # 201631389 dated August 18, 2017 ("Agreement") wherein the Consultant agreed to provide professional project management services; and

**WHEREAS**, the City now wishes to add term, money and clarification to the scope of work with this First Amendment; and

**WHEREAS**, Consultant is willing and able to perform the Work;

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

1. Paragraph A of Article III, titled Term, is hereby deleted in its entirety and replaced with the following.

**A. Term.** The Term of this Agreement shall commence on June 1, 2017 ("Effective Date"), and shall terminate five years from the Effective Date, unless sooner terminated as provided in this Agreement. The City, in the CEO's sole discretion, may elect to extend the term of this agreement for three additional one-year terms. The election to extend shall also extend all terms and conditions of the Agreement and be memorialized in a writing issued to the Consultant by the SVP. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the CEO's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

2. Paragraph A of Article IV, titled Maximum Contract Liability, is hereby deleted in its entirety and replaced with the following.

**A. Maximum Contract Liability.** 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 Sixty Million Dollars (\$60,000,000.00) (the “Maximum Contract Amount”). 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 E*** and vary according to the experience and skill required.

3. Except as modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment to the 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** PLANE-202053455-01  
**Contractor Name:** WSP USA INC

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-202053455-01  
WSP USA INC

By:  9B4BAA57B38B478...

Name: Arpit Talati  
(please print)

Title: Arpit Talati  
(please print)

ATTEST: [if required]

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

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

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