

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and RUBICON CONTRACTING, LLC, a Utah limited liability company whose principal business address is PO Box (“Contractor”), to amend the Master Services Agreement dated September 8, 2023 (“Agreement”). In consideration of the mutual covenants and agreements contained in this First Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Compensation. Section II, paragraph A. Amount of the Agreement is amended to increase the total maximum compensation payable under the Agreement in the amount of \$320,000.00. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement and this First Amendment exceed \$560,000.00.

2. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this First Amendment.

3. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment on behalf of the parties and to bind the parties to its terms.

4. Counterparts; Execution. This First Amendment may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

5. Headings. Paragraph headings used in this First Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this First Amendment.

[Remainder of this page intentionally blank. Signature page(s) follow(s)]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

CITY OF COMMERCE CITY

Jason R. Rogers, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

John-Patrick Sansom, Assistant City Attorney

RUBICON CONTRACTING, LLC

Signature

Printed Name, Title