

## **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 **LOGISTICAL PLANNERS LLC**, a Colorado limited liability company (“Consultant”) (jointly, the “Parties”).

### **WITNESSETH:**

**WHEREAS**, the Parties entered into an agreement for on-call technical services in connection with the baggage systems and Automated Guideway Transportation Systems at Denver International Airport, dated November 19, 2012 (the “Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement in order to increase the maximum contract amount, 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. Paragraph 4A. “**MAXIMUM CONTRACT LIABILITY**”, is amended to read in its entirety as follows:

**4. MAXIMUM CONTRACT LIABILITY:**

A. Maximum Contract Liability: Any other provision in this Agreement notwithstanding, in no event shall the City be held liable for payment under this Agreement for any amount in excess of **TWENTY ONE MILLION DOLLARS AND NO CENTS (\$21,000,000.00)** (the “Maximum Contract Liability”). The Maximum Contract Liability may be increased only by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City’s “City and County of Denver Airport Capital Improvements Fund or Operating and Maintenance Fund” and from no other fund source. The City is under no obligation to make any future apportionments or allocations to said funds. Any services performed beyond those set forth herein are performed at the Consultant’s risk and without authorization under the Agreement.

2. Except as provided herein, all provisions, terms and conditions of the Agreement shall remain in full force and effect as if fully set forth herein.

3. This First Amendment to 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 FOLLOW]**

Contract Control Number: PLANE-201207312-01

Contractor Name: LOGISTICAL PLANNERS

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

Name: Dr. Matthias Frenz  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

Name: Lourdes Gleason  
(please print)

Title: Project Administrator  
(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 \_\_\_\_\_

