

SECOND AMENDMENT TO AGREEMENT

THIS SECOND 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 **BAGGAGE AIRLINE GUEST SERVICES, INC.**, a Florida Corporation, authorized to do business in the State of Colorado ("Bags" or "Consultant") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement for professional services (Contract No. 201845436) at Denver International Airport (DEN) dated November 1, 2018 and First Amendment dated April 16, 2019 (together "Existing Agreement"); and

WHEREAS, the Parties now desire to amend the Existing Agreement in order to extend the Term, increase the Maximum Contract Amount, and substitute the current exhibits as hereinafter set forth; and

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

A. Term. This Agreement shall become effective upon the date stated on City's Signature page below ("Effective Date"). The Term of this Agreement shall commence on March 1, 2020 ("Commencement Date") and shall terminate on July 31, 2020 ("Termination Date") (collectively "Term"), unless sooner terminated in accordance with the language in this Agreement.

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

A. Maximum Contact Liability. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment of services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Two Million Thirty-Three Thousand Eight Hundred and Thirty-Seven Dollars and No Cents (\$2,033,837.00) ("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-2** and vary according to the experience and skill required.

All other parts of this Article IV A shall remain the same.

3. The Scope of Work, as set forth in **Exhibit A-1**, is hereby substituted with the Scope of Work, attached hereto as **Exhibit A-2**. All other references to **Exhibit A** or **A-1** shall remain the same.

4. The Schedule of Rates and Charges, set forth in **Exhibit B-1**, is hereby substituted with the Bags Schedule of Rates and Charges, attached hereto as **Exhibit B-2**.

5. 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.

6. 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 AND EXHIBITS TO FOLLOW**

Contract Control Number:
Contractor Name:

PLANE-201952794-02/Alfresco 201845436-02
BAGGAGE AIRLINE GUEST SERVICES 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

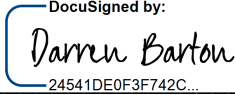
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-201952794-02/Alfresco 201845436-02
BAGGAGE AIRLINE GUEST SERVICES INC

By:  _____
24541DE0F3F742C...

Name: Darren Barton
(please print)

Title: Sr. Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Exhibit A-2
Scope of Work**

DEN Remote Airline Check-in Service – 75th Avenue and other potential locations

BAGS, Inc. will operate a remote baggage check and passenger check-in program at 75th Avenue just north of DEN Pikes Peak Shuttle Lot, with potential for other locations based on demands of the traveling public. DEN baggage handling service takes the hassle out of baggage carrying and transfer solely at the DEN Hotel and Transit Center, thereby expanding the bag check service.

This operation is temporary and intended to determine the need for services during the Term of the current BAGS, Inc. agreement 201845436.

General

1. Contractor shall in a good, safe and efficient manner operate the portion of the baggage handling service from passenger drop-off to the final point where the baggage is unloaded by the Airline/Carrier, inclusive of all baggage handling system equipment in between including load/unload areas, Make-up/Claim areas and TSA inspection areas.
2. Contractor shall comply with all applicable rules, regulations and procedures for baggage handling, including but not limited to those prescribed by participating airlines, the Federal Aviation Administration (FAA), and the Transportation Security Administration (TSA).
3. Contractor shall provide services to guests according to the following hours of operation: 4:00am – 4:00pm MST, Saturdays through Thursdays, and 4:00am – 7:00pm MST on Fridays, including holidays, unless otherwise directed by DEN.
4. Contractor shall provide, manage, supervise and train all personnel required to perform the operations and maintenance at the minimum service standard defined in Airport Rules and Regulations.
5. Contractor shall be responsible for complete and accurate record keeping and shall maintain a good record keeping methodology so that information of the baggage handling operation, performance, and use can be readily and easily identified and reported.
6. Contractor shall provide City with usage statistics and reports of the operation.
7. Contractor shall ensure that all personnel working on the baggage service comply with the Airport's security and safety requirements.
8. Operation will be in a first-class manner supported with written policy and procedures, which will be provided to DEN before operations begin.
9. Employees will be identified with professional company uniforms and DEN security badges must be visible at all times.
10. Contractor must be an authorized agent of the participating airlines.

Configuration/Operating Requirements

1. Contractor shall provide equipment including shelving, carts, transport vehicles, software, hardware and any other required equipment for the service.
2. Contractor shall set up all necessary furnishings and equipment prior to start of service each day and secure all necessary furnishings and equipment at the conclusion of service each day.
3. A curbside location shall be available and accessible for baggage loading near the Contractor's dedicated space.
4. Contractor shall maintain appropriate staffing at the location to check-in passengers and accept luggage.
5. Contractor shall staff the required GSC (ground security coordinators) to maintain TSA compliance.
6. Contractor shall operate, staff, and maintain the appropriate number of vans to move the luggage to the airport induction point.
7. Bag tags shall be coded and placed on baggage identifying the airline and specific flight(s) of the passenger. Contractor shall provide the software required to check-in passengers and to issue boarding passes and luggage tags.
8. Contractor shall print boarding passes for the passenger at the time of baggage check-in.
9. The contractor shall provide services at no charge to the passenger unless otherwise directed by DEN (passive gratuities are acceptable, but tip containers are strictly prohibited).

EXHIBIT B-2**Monthly Pricing for Remote Airline Check-In (RAC) services:**

<u>Labor Costs</u>	<u>Monthly</u>	<u>Annual</u>
GSC	\$ 16,100	\$ 193,200
Agent	\$ 43,700	\$ 524,400
Driver	\$ 25,500	\$ 306,000
Supervisor	\$ 9,175	\$ 110,100
Total Labor Costs	\$ 94,475	\$ 1,133,700

(FICA, FUTA, SUTA, Workers Comp, and Fringe Benefits are included in the wage totals.)

<u>Operating Costs</u>	<u>Monthly</u>	<u>Annual</u>
Vehicle Costs (Lease / Maint.)	\$ 5,331	\$ 63,972
Vehicle Fuel	\$ 2,944	\$ 35,328
Seals , Bag Tags, Boarding Pass Stock	\$ 2,881	\$ 34,572
Small Claims / Shared Services	\$ 2,000	\$ 24,000
Technology - Tablets / Phone service	\$ 500	\$ 6,000
Rental of Office Shelter	\$ 405	\$ 4,855
Rental of Generator	\$ 1,601	\$ 19,207
Fuel for Generator	\$ 417	\$ 5,004
Insurance G/L	\$ 3,801	\$ 45,612
Management Fee	\$ 4,833	\$ 58,000
Total Operating Costs	\$ 24,712	\$ 296,550

	<u>Monthly</u>	<u>Annual</u>
Total Costs*	\$ 119,187	\$ 1,430,250

* Airline Connection Usage Fee will be billed at \$2 per bag, based on actual usage.