

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE ON-CALL TECHNICAL SERVICES CONTRACT, made and entered into on the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **LOGISTICAL PLANNERS LLC**, a corporation formed under laws of Colorado and authorized to do business in the State of Colorado ("Contractor" or "Log Plan"), Party of the Second Part ("Existing Agreement");

WITNESSETH:

WHEREAS, the City and Log Plan entered into a contract with a term starting November 19, 2012 (201207312) and amended with a First Amendment dated August 31, 2016 (the "Contract"), for on-call technical professional services at Denver International Airport ("DEN" or "Airport") in which the Contractor agreed to perform technical support, design services, construction management, and consulting services in relation to the Baggage Handling System ("BHS") at Denver International Airport;

WHEREAS, there is a continued need for the BHS services the Contractor is providing after the enactment of the Contract because of several projects including the Checked Baggage Resolution Area ("CBRA") project and the Level 5.5 project; and

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

1. Paragraph 4A. "**MAXIMUM CONTRACT LIABILITY**" is hereby amended by deleting Section 4A. in its entirety and replacing it with the following:

"4. MAXIMUM CONTRACT LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Twenty-Nine Million Dollars and No Cents (\$29,000,000.00) (the "Maximum Contract Liability"). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City's "Airport System Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement."

2. Paragraph 4 "**MAXIMUM CONTRACT LIABILITY**" is hereby amended with the addition of the following Section C:

"C. PAYMENT OF CITY MINIMUM WAGE:

Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82

through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that they are aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

3. Paragraph 5 is hereby amended with the deletion of the existing paragraph 5 and replacing it with the following:

“5. TERM: The term of this Agreement shall commence on the date when the Deputy Manager issues to the Consultant its Notice to Proceed with its services hereunder and shall terminate January 5, 2023. Should for any reason the Term expire prior to the completion by Consultant, in the Chief Executive Officer City and County of Denver Department of Aviation sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.”

4. All references in the Contract to the “Manager of Aviation” shall be deleted and replaced with “Chief Executive Officer City and County of Denver Department of Aviation (“CEO)”
5. All references in the Contract to “Deputy Manager of Aviation/Planning and Development” shall be deleted and replaced with “Chief Operating Officer (“COO)”
6. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
7. This Second Amendment to the Contract shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-201952396-02/Alfresco 201207312-02
Contractor Name: LOGISTICAL PLANNERS 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-201952396-02/Alfresco 201207312-02
LOGISTICAL PLANNERS LLC

By:  _____
143C3BDC314641F...

Name: Matthias Frenz
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)