

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **TRANSCORE LP**, a company authorized to conduct business in the State of Colorado, (the "Consultant" or "TransCore"), Party of the Second Part.

WITNESSETH

WHEREAS, the parties entered into an Agreement dated October 24, 2017 ("Existing Agreement") in which the Consultant agreed to provide hardware, software, software upgrades, support, maintenance and related equipment for the Gatekeeper software which operates the Automated Vehicle Identification (AVI) revenue control system, and will require professional services for the same, and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the parties desire to amend the Existing Agreement by increasing the Term and Maximum Liability of the Existing Agreement to extend the current maintenance service agreement; and

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

1. **Section 3 TERM** is hereby amended deleting said section in its entirety and substituting in its place the following:

“3. TERM:

The initial Term of this Agreement shall commence on the Effective Date, and shall terminate October 23, 2022. Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.”

2. **Section 4 COMPENSATION AND PAYMENT D. Maximum Contract Liability Subsection (i)** is hereby amended deleting said section in its entirety and substituting in its place the following:

“(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **TWO MILLION FIVE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS AND ZERO CENTS (\$2,592,467.00)** (the “Maximum Contract Liability”). Funding under the provisions of this paragraph 4.D. may be payable from

the City and County of Denver Airport System Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement..”

3. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.
4. This First Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-202054279-01 / Alfresco 201310318-01
Contractor Name: TRANSCORE LP

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-202054279-01 / Alfresco 201310318-01
TRANSCORE LP

DocuSigned by:
By: Michael Mauritz
256307BD14714BC...

Name: Michael Mauritz
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)