

## 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 **CONDUENT TRANSPORT SOLUTIONS INC. (f/k/a ACS TRANSPORT SOLUTIONS INC.)**, a Georgia corporation authorized to conduct business in the state of Colorado (the "Contractor"), Party of the Second Part;

### WITNESSETH

**WHEREAS**, the parties entered into an Agreement dated October 1, 2013 in which the Contractor agreed to provide professional and technical support services for the maintenance and operation of the PGTRCS and the Count System in order to assure the satisfactory operation and to avoid disruptions in the Airport's parking and ground transportation facilities operations; and

**WHEREAS**, the parties desire to amend the Existing Agreement by increasing the length of the term of the agreement and changing the entity name; and

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

1. Section 1.02 CONTRACT ADMINISTRATOR is hereby amended by deleting Section 1.02 in its entirety and replacing it with the following:

"Contract Administrator" means the person designated by the CEO to perform day-to-day administration of this contract for the City. The Contract Administrator designated for this Contract is the City's Director of Parking and Transportation ("Director"), or his designee. The CEO or Director may from time to time designate a substitute or successor Contract Administrator by written notice to the Contractor.

2. Section 3.01 TERM is hereby amended by deleting Section 3.1 in its entirety and replacing it with the following:

"3.01 TERM The term of this Contract shall commence at 12:01 a.m. M.S.T. on October 1, 2013 and shall terminate at 12:00 a.m. M.S.T. on September 30, 2019, unless earlier terminated in accordance with the Contract Documents. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the CEO's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date."

3. Section 4.01 COMPENSATION is hereby amended by deleting the following paragraph from Section 4.01:

"Compensation payable to the Contractor during each calendar year subsequent to calendar year 2014 shall be determined according to the same formula,

substituting in place of \_\_\_\_ the prior year's adjusted Monthly Fee, with the denominator of the fraction for determining the increase in the Consumer Price Index being the prior calendar year's Index and the numerator being the Index for the calendar year preceding the prior calendar year's index."

4. Section 4.04 MAXIMUM LIABILITY is hereby amended by deleting Section 4.04 in its entirety and replacing it with the following:

"4.04 MAXIMUM LIABILITY

Any other provision in this Contract notwithstanding, in no event shall the City be liable for payment under this Contract for any amount in excess of Ten Million One Hundred Thousand Dollars and No Cents (\$10,100,000.00). The Maximum Contract Liability may only be increased by amendment to this Contract. All payments under this Contract shall be paid solely and exclusively from the City's "City and County of Denver, Funds of the Airport System" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund."

5. The Contractor's name ACS Transport Solutions Inc., has been changed to Conduent Transport Solutions, Inc. thus all references in the Existing Agreement to "ACS Transport Solutions Inc." are hereby deleted and replaced with "Conduent Transport Solutions Inc." as the context may require.
6. All references in the Existing Agreement to "Manager" or "Manager of Aviation" are hereby deleted and replaced with "Chief Executive Officer" or "CEO" as the context may require. "Chief Executive Officer" or "CEO" means the Chief Executive Officer of the City's Department of Aviation having jurisdiction over the management, operation, and control of DEN.
7. All references in the Existing Agreement to "Assistant Deputy Manager" or "City's Assistant Deputy Manager of Aviation/Landside Services" are hereby deleted and replaced with "City's Director of Parking and Transportation" or "Director" as the context may require.
8. Section 4.01 COMPENSATION is hereby amended by deleting the phrase "Current: Monthly Fee = X (Index for 2013 divided by Index for 2014)" and replacing it with the following:

"Monthly Fee for 1/1/2019 – 12/31/2019:

2018 Monthly Fee x (Index for 2018/Index 2017) = New Rate"

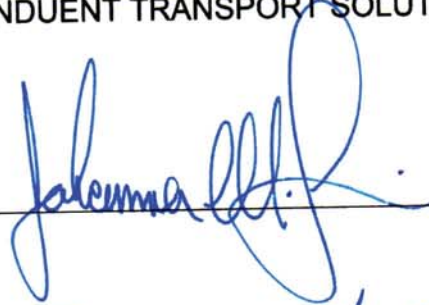
9. This First Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

**Contract Control Number:** PLANE-201309652-01

**Contractor Name:** CONDUENT TRANSPORT SOLUTIONS INC

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



Name: JOHANNES M. FRINGS  
(please print)

Title: VICE PRESIDENT - OFF STREET PARKING  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(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 \_\_\_\_\_

