

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 **THYSSENKRUPP ELEVATOR INC.** a Georgia corporation authorized to do business in the State of Colorado, (the "Contractor"), Party of the Second Part.

WITNESSETH

WHEREAS, the parties entered into an Agreement dated July 9, 2014 (the "Existing Agreement") in which the Contractor agreed to provide conveyance maintenance and operation services at Denver International Airport; and

WHEREAS, the City requires additional conveyance maintenance services for new airport facilities including but not limited to the Hotel and Transit Center; and

WHEREAS, the parties desire to amend the Existing Agreement by increasing the Maximum Liability of the Agreement and amending the Scope of Work; 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 **MAXIMUM LIABILITY, COMPENSATION, AND PAYMENT** Subsection A is hereby amended by deleting Section 3 Subsection A in its entirety and replacing it with the following:

“3 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 Thirty Three Million Three Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$33,366,208.00) (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 "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. It is presumed that the Contractor's charges and fees for the work included in the Contractor's Scope of Work as set forth in the contract exhibits include all expenses (including incentive payments), and therefore no expenses shall be separately reimbursed hereunder for such work. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.”

2. EXHIBIT A-1: **SCOPE OF WORK** is hereby added to the Existing Agreement.
3. EXHIBIT B-1: **LIST OF EQUIPMENT** is added to the Existing Agreement.
4. EXHIBIT C-1: **SCHEDULES OF PRICES** is added to the Existing Agreement.

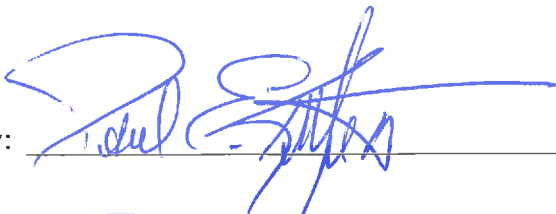
5. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

6. 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-201415671-01

Contractor Name: THYSSENKRUPP ELEVATOR

By:  _____

Name: PAUL E. KEEFE _____
(please print)

Title: PROJECT MANAGER _____
(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 _____



EXHIBIT A-1: SCOPE OF WORK

ELEVATOR, ESCALATOR AND POWER WALK MAINTENANCE, REPAIR AND OPERATION SERVICES (201415671): AMENDMENT-01

General Description

Since the City and County of Denver (“City”) and ThyssenKrupp Elevator entered into Contract #201415671, Denver International Airport (“DEN”) has expanded its facilities and added additional conveyance units. In order to provide the new equipment with a level of service commensurate to that of the existing agreement, the City has increased the Contract Maximum Liability, Staffing Plan, and Equipment to be Maintained and Serviced. All terms and conditions of Contract #201415671, except those expressly altered in this amendment, shall remain in full force and effect.

Staffing Plan

The minimum number of staff shall be not less than (16) Full-time Employees (FTEs), comprised of at least (11) certified mechanics and (5) helpers. The City/DEN reserves the right to approve or disapprove the contractor’s staffing plan.

Equipment to be Maintained and Serviced

The elevator, escalator and associated equipment added by this amendment is listed below, See Exhibit B-1: **List of Equipment to be Maintained and Serviced.**

EXHIBIT B-1: LIST OF EQUIPMENT

List of Equipment to be Maintained and Serviced

<i>LOCATION</i>	<i>UNIT #</i>	<i>LOCATION DESCRIPTION</i>	<i>MANUFACTURER</i>	<i>EQUIPMENT TYPE</i>
Hotel & Transit Center	PESC-1	Plaza Escalators	ThyssenKrupp	Glass Escalator
Hotel & Transit Center	PESC-3	Plaza Escalators	ThyssenKrupp	Glass Escalator
Hotel & Transit Center	PESC-4	Plaza Escalators	ThyssenKrupp	Glass Escalator
Hotel & Transit Center	BE-1	Baggage Service Elevator; East	ThyssenKrupp	Traction Elevator
Hotel & Transit Center	PE-1	Security Shuttle Elevator; East	ThyssenKrupp	Traction Elevator
Hotel & Transit Center	PE-2	Security Shuttle Elevator; East	ThyssenKrupp	Traction Elevator
Hotel & Transit Center	PE-3	Security Shuttle Elevator; West	ThyssenKrupp	Traction Elevator
Hotel & Transit Center	PE-4	Security Shuttle Elevator; West	ThyssenKrupp	Traction Elevator
Mod 4 East Parking	TBD	Passenger East Garage	KONE	Traction Elevator
Mod 4 East Parking	TBD	Passenger East Garage	KONE	Traction Elevator
Mod 4 East Parking	TBD	Passenger East Garage	KONE	Traction Elevator
Concourse A	TBD	East South Gate Node Elevator	KONE	Traction Elevator
Concourse A	TBD	East South Gate Node	KONE	Glass Escalator

EXHIBIT C-1: SCHEDULES OF PRICES

PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

ITEMS:

Item #1

Monthly charge for maintenance, repair and operational services of all elevators, escalators and associated systems as outlined in Exhibit B-1, **List of Equipment to be Maintained and Serviced.**

\$ 29,054 / month