

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **ISS FACILITY SERVICES, INC.** a Delaware 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 September 24, 2012 (the "Existing Agreement") in which the Contractor agreed to provide janitorial services and professional snow removal services at Denver International Airport and a first amendment dated January 15, 2015 which amended the Scope of Work and Contract Maximum Liability; and

WHEREAS, the City requires additional janitorial services for the cleaning of the interior of AGTS (train cars) and a reduction in janitorial services for some other areas of the airport which will require amending the existing Scope of Work; and

WHEREAS, the parties desire to amend the Existing Agreement by amending the Scope of Work, increasing the term, and Maximum Liability of the 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 4.03 **MAXIMUM LIABILITY** Subsection A is hereby amended by deleting Section 4.03 Subsection A in its entirety and replacing it with the following:

"4.03 MAXIMUM 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 One Hundred Six Million Three Hundred Twelve Thousand and Nine Hundred Fifty Nine Dollars and Sixty-One Cents (\$106,312,959.61) (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, 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. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement."

2. Section 3.01 **TERM** is hereby amended by deleting Section 3.01 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 September 16, 2012, and shall terminate at 11:59 p.m. M.S.T. on February 28, 2018, unless earlier terminated in accordance with the Contract Documents. In addition, the term of this Contract may be extended in the Manager's discretion, by written notice from the City to the Contractor, 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 Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.”

3. The following is hereby added to **EXHIBIT A SCOPE OF WORK** (“SOW”):

“The City and County of Denver Department of Aviation (“City”) reserves the right to make modifications to the areas the Contractor is required to provide janitorial services at DEN. These modifications may include adding additional areas to the SOW or subtracting areas that the Contractor is required to provide janitorial services. Any changes will be communicated to the Contractor by the Director of O&M Contract Administration or his/her designee in accordance with Section 9.01B.”

4. 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.

5. This Second 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-201206835-02

Contractor Name: ISS FACILITY SERVICES INC

By: 

Name: THOMAS ZEBHLUND
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: 

Name: Kelli Cubeta
(please print)

Title: General Counsel and Asst. Secretary
(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 _____

