

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, (“Amendment”) is made and entered into as of the date stated on City’s signature page below (the “Amendment Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **JOHNSON CONTROLS, INC.**, a corporation organized under the laws of the state of Wisconsin and authorized to do business in Colorado (“Consultant”) (collectively “Parties”).

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”); and

WHEREAS, the City and Contractor entered into a written Agreement dated November 6, 2015 (the “Agreement”) wherein the Consultant agreed to provide operation and maintenance services and related equipment for the Denver International Airport Modular Data Center at Denver International Airport; and

WHEREAS, the City now wishes to add additional funding and term to the Agreement with this First Amendment; 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 deleted in its entirety and replaced with the following.

3. Term: The Term of this Contract Shall commence on the Effective Date and shall terminate on November 5, 2020, unless sooner terminated in accordance with the terms of the Agreement.

2. Section 4, subsection D, Maximum Contract Liability, is hereby deleted in its entirety and replaced with 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 One Million Eight Hundred Eighty Thousand Two Hundred Sixty Six Dollars and 00 Cents (\$1,880,266.00) (the “Maximum Contract Liability”). Funding under the provisions of this paragraph 4.D. may be payable from the City’s Airport System Capital Replacement Fund and/or Airport Operations and Maintenance 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 modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment to Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 _____



Contract Control Number: PLANE-201416952-01

Contractor Name: JOHNSON CONTROLS INC

By: *Doug Conrad*

Name: *Doug Conrad*
(please print)

Title: *Area Service Manager*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

