

## 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 **ISS FACILITY SERVICES, INC.**, a Delaware corporation (the "Contractor"), Party of the Second Part;

### WITNESSETH

**WHEREAS**, the parties entered into an Agreement dated May 1, 2017 (the "Existing Agreement") for the Contractor to provide window cleaning services at various locations at Denver International Airport (DEN); and

**WHEREAS**, the parties desire to amend the Existing Agreement by increasing the term of the existing agreement to allow DEN to procure these services with an RFP along with adding minimum wage language; and

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

1. **SECTION 3.01 TERM** of the existing contract is deleted and replaced with the following-

#### **"3.01 TERM**

The term of this Contract shall commence at 12:01 a.m. M.S.T. on May 1, 2017 and shall terminate on July 31, 2021, unless earlier terminated in accordance with the Contract Documents. In addition, the term of this Contract may be extended in the CEO'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."

2. **SECTION 8 – WAGES AND SALARIES** is hereby amended with the addition of the following-

**"8.02 City Minimum Wage.** To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, §§ 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

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-202157955-01 / Alfresco 201732508-01  
**Contractor Name:** ISS FACILITY SERVICES INC

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:

\_\_\_\_\_

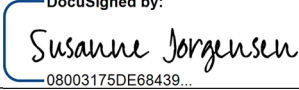
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202157955-01 / Alfresco 201732508-01  
ISS FACILITY SERVICES INC

By:  \_\_\_\_\_  
08003175DE68439...

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

Title: \_\_\_\_\_  
CFO  
(please print)

ATTEST: [if required]

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

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

Title: \_\_\_\_\_  
(please print)