

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KONE INC**, a Delaware corporation whose address is One Kone Court, Moline, Iowa 61265 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into an Agreement dated October 29, 2019 (the “Agreement”) perform and complete all modernization and installation of elevators in the Minoru Yasui Building.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, and to amend the Examination of Records and the Insurance sections.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 6 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph C(1) entitled “**Maximum Contract Amount**” is amended to read as follows:

“6.C(1) COMPENSATION AND PAYMENT:

Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVENTY-FOUR THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$1,074,634.47)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

2. Section 11 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby amended as follows:

“11. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or

electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all time comply with D.R.M.C. 20-276.

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Contract Control Number: GENRL-202056805-01 [GENRL-201951354-01]
Contractor Name: KONE 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

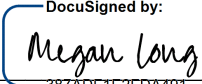
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202056805-01 [GENRL-201951354-01]
KONE INC

By:  _____
387ADF1E2FDA491...

Name: Megan Long
(please print)

Title: Project Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)