

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 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

WHEREAS, the City requires additional janitorial services for new airport facilities including but not limited to the C Concourse West expansion, Data Center, and Hotel and Transit Center; and

WHEREAS, the parties desire to amend the Existing Agreement by increasing the 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 Ninety Seven Million Three Thousand and Six Hundred Fifty Five Dollars (\$97,003,655) (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. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement."

2. **EXHIBIT A SCOPE OF WORK** is hereby amended with the addition of the attached **EXHIBIT A-1** to the existing **EXHIBIT A**.

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-201206835-01

Contractor Name: ISS FACILITY SERVICES INC

By: Kelli Cubeta

Name: Kelli Cubeta
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: Andrea Salinas

Name: Andrea Salinas
(please print)

Title: Paralegal
(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

Janitorial Services (201206835), Amendment 01

Scope of Work

General Description.

Since the City and ISS Facility Services, Inc. entered into Contract #201206835 for Janitorial Services at Denver International Airport on September 16, 2012, DIA has expanded its facilities and operations. In order to accommodate the greater area and traffic, the City has increased the Contract Maximum Liability and Staffing Plan. In addition to services already provided in Contract 201206835, the Contractor shall provide janitorial services to the following: C-Concourse West Expansion.

Additional areas of DIA may need janitorial services in the future and those services may be negotiated between the Contract Administrator or his designee and the Contractor. All work shall be performed in accordance with the terms and conditions of Contract #201206835 and this amendment.

Staffing Plan.

The STAFFING PLAN, see Section A: Scope of Work, A.24, shall not be less than Four Hundred Three (403) Full-Time Employees (FTE); these three additional FTEs shall perform janitorial services in support of the C-Concourse West Expansion. Additional FTEs above and beyond (403) may be negotiated by the Contract Administrator or his designee and Contractor in accordance with contract #201206835 and this amendment. Partial FTEs or partial years shall be allowed at the Contract Administrator's discretion.

Pricing for employees over the (400) FTEs required:

Annual charge to City and County of Denver for each Full-Time Employee hired over (400) employees (including Health Insurance, Vacation, Sick, & Other Misc. Benefits).

\$44,718 / year

For partial FTEs the following rates apply (this figure divided by 12 resulting in a Monthly proration):

For Example:

1 FTE for 1 month: $(\text{annual rate} * 1 \text{ FTE}) / (1 \text{ month} / 12 \text{ months}) = \$3,726.50$

1 FTE for 8 months: $(\text{annual rate} * 1 \text{ FTE}) * (8 \text{ months} / 12 \text{ months}) = \$29,812$

.3 FTE for 1 year: $(\text{annual rate} * .3 \text{ FTE}) * (1 \text{ year}) = \$13,415.40$

.8 FTE for 6 months: $(\text{annual rate} * .8 \text{ FTE}) * (6 \text{ months} / 12 \text{ months}) = \$17,887.20$