

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CCG SYSTEMS, INC.**, a Virginia corporation registered to do business in Colorado, whose address is 2700 International Parkway, Suite 300, Virginia Beach, Virginia 23452 (the “Vendor”) collectively, the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated July 21, 2009, and an Amendatory Agreement dated October 14, 2015 (the “Agreement”), to provide fleet management maintenance software and software support; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Vendor; and

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

1. Article 4 of the Agreement entitled “Term” is amended to read as follows:

“4. **TERM**: The term of the Agreement is from July 1, 2009 through October 31, 2019.”

2. Articles 5(A) and 5(D)(i) of the Agreement entitled “Fee” and “Maximum Contract Liability” are amended to read as follows:

“5. **COMPENSATION AND PAYMENT**:

A. Fee: The fee for the software and services described in the SOW is **FIVE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS AND FIFTY-ONE CENTS (\$558,755.51)** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule set out in the SOW and Exhibit C.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **FIVE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS AND FIFTY-ONE CENTS (\$558,755.51)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without

authorization under this Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

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 _____

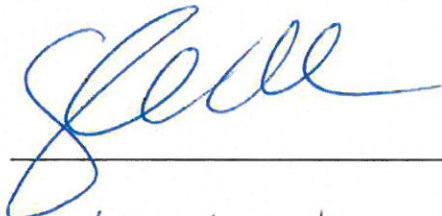
By _____

By _____



Contract Control Number: PWADM-CE95025-02

Contractor Name: CCG Systems, Inc. dba FASTER Asset Solutions

By:  _____

Name: Kyle Kohl
(please print)

Title: Quality Manager
(please print)

ATTEST: [if required]

By:  _____

Name: Susan Smith
(please print)

Title: Customer Service + Process Administrator
(please print)

