

EIGHT AMENDATORY AGREEMENT

THIS EIGHT AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **XEROX STATE & LOCAL SOLUTIONS, INC.**, a New York corporation, with an address of P.O. Box 201322 Dallas, Texas 75320, hereinafter referred to as (the “Contractor) collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 31, 2009, as amended by an Amendatory Agreement dated January 12, 2011, a Second Amendatory Agreement dated January 13, 2012, a Third Amendatory Agreement dated May 4, 2012, a Fourth Amendatory Agreement dated January 3, 2013, a Fifth Amendatory Agreement dated on January 2, 2014, a Sixth Amendatory Agreement dated January 5, 2015, and a Seventh Amendatory Agreement dated July 17, 2015 for the implementation and operation of a Photo Red Light Program (together, the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to increase the Maximum Contract Amount, to modify bonding requirements and to extend the term of the Agreement; and

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

1. That Section **F** of the Article **IV COMPENSATION** entitled “**Maximum Contract Amount**” of the Agreement is hereby amended to read in its entirety as follows:

“**F. Maximum Contract Amount**: The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of **ONE MILLION TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND NO/100 DOLLARS (\$1,266,272.00)**. The Parties agree that all equipment and services to be provided by the Contractor hereunder are not subject to any other cost, charge or fee in addition to those specified above and as set forth in *Exhibit A and A-I*, as applicable. The Parties further recognize that the installation and provision of Equipment and Services for additional intersections beyond the initial four (4) referenced above would require appropriation of additional funds and amendment of this Agreement.”

2. That Section E of the Article V **“GENERAL RESPONSIBILITY OF THE CONTRACTOR”** entitled **“Bonding Requirements”**, of the Agreement is hereby amended to read in its entirety as follows:

“E. Bonding Requirements:

1. Surety Bonds: The Performance and Payment Bond required in this Section must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager of Safety and the Office of the City Attorney. Before any work is executed for the installation of equipment under this Agreement, the Contractor shall have paid for and furnished corporate surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Agreement and the payment of bills for labor and materials.

2. Performance and Payment Bond: The Contractor shall furnish and pay for a Performance and Payment Bond in the amount of not less than One Hundred Thirty Seven Thousand and Six Hundred and No/100 Dollars (\$137,600.00) which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Contractor’s obligations in strict accordance with the terms of the Agreement, as well as shall be a guarantee in relation to payment of bills for labor and materials. The Performance Bond shall also be a guarantee for the repair or replacement of all System Equipment, deliverables and products or Services found to be defective or otherwise unacceptable during the Agreement term and through any guarantee period. The performance Bond shall be in the form contained in **Exhibit C**. The Performance Bond shall be renewed annually for each year that this Agreement is extended and renewed. The fully executed and approved Performance Bond shall be provided within thirty (30) days of the Agreement being fully signed.

3. Contractor shall furnish and pay for additional surety increase riders for the installation of any additional equipment under this Agreement. Any such increase rider shall be in the amount of not less than the full cost for the equipment and installation of the equipment for any Additional Approaches, or relocations of any Approaches under this Agreement.”

3. That Section A of Article VII **TERM AND TERMINATION** entitled **“Term”** of the Agreement is hereby amended to read in its entirety as follows:

“A. Term: The term of this Agreement shall commence on January 1, 2010 (the “Effective Date”), and shall end June 30, 2016. The processing of any violations detected during the term of the Agreement that are still in progress shall continue until completion of processing such violations through first notice of violation, and all terms and conditions of this Agreement shall remain in force until such completion.”

4. 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: POLIC-CE01061-08

Contractor Name: XEROX STATE & LOCAL SOLUTIONS INC

By: *LM*

Name: *Lewis Miller*
(please print)

Title: *Vice President*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

