

SECOND AMENDATORY CASH AGREEMENT

THIS SECOND AMENDATORY CASH AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **FEDERAL SIGNAL CORPORATION**, a Delaware corporation, with an address of 2645 Federal Signal Drive, University Park, IL 60484 (the “Contractor”) collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated July 23, 2012 and amended the Agreement on May 14, 2013 (the “Cash Agreement”); and

WHEREAS, the Parties wish to amend the Cash Agreement to increase the compensation to the Contractor, increase siren locations and to extend the term as follows; and

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

1. All references to “...Exhibit A and A-1...” in the existing Agreement shall be amended to read: “...Exhibit A, A-1 and A-2 as applicable...” The scope of work marked as Exhibit A-2 is attached and incorporated by reference.

2. Article 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“3. **TERM**: The term of this Agreement shall commence upon July 16, 2012, and expire on December 31, 2013.

3. Articles 4(a) and 4(d)(1) of the Cash Agreement entitled “**Fee**” and “**Maximum Contract Amount**” are amended to read as follows and a new subsection e is added hereto:

“4. COMPENSATION AND PAYMENT:

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for products delivered and services rendered and costs incurred under the Cash Agreement **SEVEN HUNDRED FIFTEEN THOUSAND NINETY FIVE DOLLARS AND ZERO CENTS (\$715,095.00)**. Amounts billed may not exceed the amounts or rates set forth in **Exhibits A, A-1 and A-2**.

d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Cash Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED**

FIFTEEN THOUSAND NINETY FIVE DOLLARS AND ZERO CENTS (\$715,095.00) (the “Maximum Contract Amount”). The City is not obligated to execute any agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibits A, A-1 and A-2**. Any services performed beyond those in **Exhibits A, A-1 and A-2** are performed at Contractor’s risk and without authorization under the Cash Agreement.”

e. For this Second Amendatory Agreement adding nine new sirens, Federal Signal will provide SoundPLAN sound propagation maps to the City, in advance of installation, based on siren sites selected by the City. Federal Signal will not be responsible for coverage impacted by location selection. Audible field testing will be performed solely for the purpose of confirming siren functionality and documenting new coverage.

4. This Second Amendatory Cash Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

Exhibit List:

Exhibit A-2 - Scope of Work

[SIGNATURE PAGES FOLLOW]

Exhibit A-2 - Scope of Work

EXHIBIT A
SCOPE OF WORK
CASH AMENDMENT 2

The purpose of this project is to add nine additional sirens to the City's outdoor public warning system for coverage improvement and is part of the original project to upgrade the City's outdoor public warning system. All original terms and conditions apply to this addition.

CONTRACTOR SHALL PERFORM THE FOLLOWING FUNCTIONS AND SERVICES AND DELIVER THE PRODUCTS DESCRIBED AS THEY RELATE TO THIS AGREEMENT:

Installation of nine additional sirens:

Contractor shall install nine electromechanical sirens, model 2001-130, at locations identified by the City. These locations are approximate, subject to siting and permitting processes and shall be integrated into the existing activation system.

Locations will be identified as follows:

Gap	Siren Name	Address	Location	
1	17 th & Arapahoe North	17 th & Arapahoe North	Downtown	
2a	Gap #2 A SE Denver	3347 S. Xenia St.	SE Denver	
2b	Gap #2 B SE Denver	3347 S. Xenia St.	SE Denver	
3	Gap #3 Congress Park	2700 E 7 th Ave.	Congress Park	
4	Gap#4 Porter	2459 S. Ogden St.	South Denver near Porter Hospital	
5	Gap#5 Capital Hill	1435 Clarkson St.	Central Denver near Capital Hill	
6	Gap#6 Regis	5101 Federal Blvd.	North Denver near Regis U	
7	Gap#7 Montebello	15475 E. Andrews Dr.	Montebello	
8	Gap#8 Green Valley Ranch	N/A	Green Valley Ranch	

Timeline:

Installation and integration for this amendment shall be complete by December 31, 2013.

Compensation and Payment:

Nine additional sirens will be installed for coverage improvement, five sirens will be no charge to the City, four sirens will be purchased for the amount of \$78,000.00 installed. The City will pay for any permits that are required. This price does not account for rooftop installation.

Testing:

The Contractor shall conduct an audible test of the nine additional sirens to ensure adequate coverage in the identified locations. Contractor will submit a list of newly installed sirens and supporting documentation to prove functionality.



FEDERAL SIGNAL
Safety and Security Systems / Alerting & Notification

Advancing security and well-being.

QUOTE

Project Name: Proposed System for Denver Coverage Improvement

Quote Number SSGQ2640

Presented To:

Date 08/26/2013

City of Denver
Scott Field, Director
1437 Bannock Street, Room 3
Denver, CO 80202

Expiration Date 11/08/2013

Phone (720) 865-7603
Email

Your Sales Rep
John Von Thaden
VP/GM
Phone 708-587-3135
Fax 708-587-3568
jvonthaden@fedsig.com

Terms			Ship Via	FOB	
Equipment: Net 30 Days upon shipment, Services; Net 30 Days upon completion, billed monthly			Freight Included	Origin	
Line	Qty	Part Number	Description	Unit Price	Extended Price
1			Five Outdoor Warning Sirens		
2	5	2001-130	SIREN, DC, ROTATING, 800Hz	\$0.00	\$0.00
3	5	DCFCTBD	CNTRL., DIGITAL, NO RADIO	\$0.00	\$0.00
4	5	288838A-02	Motorola CDM750 High Power 40watt, VHF	\$0.00	\$0.00
5	5	PVS220W-48	SOLAR POWER OPTION, DC	\$0.00	\$0.00
6	5	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$0.00	\$0.00
7	5	YAGI2	ANTENNA, 150-174 Mhz, VHF B	\$0.00	\$0.00
8	5	TK-I-2001ADC-CU	2001 AC-DC Install, 4 Std Batteries, 50' Class 2 Wood Pole	\$0.00	\$0.00
9			No-Charge for Five Complete Siren Systems, Installed		\$0.00
10			Four Outdoor Warning Sirens		
11	4	2001-130	SIREN, DC, ROTATING, 800Hz	\$4,950.00	\$19,800.00
12	4	DCFCTBD	CNTRL., DIGITAL, NO RADIO	\$3,350.00	\$13,400.00
13	4	288838A-02	Motorola CDM750 High Power 40watt, VHF	\$650.00	\$2,600.00
14	4	PVS220W-48	SOLAR POWER OPTION, DC	\$2,989.00	\$11,956.00
15	4	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$70.00	\$280.00
16	4	YAGI2	ANTENNA, 150-174 Mhz, VHF B	\$230.00	\$920.00
17	4	TK-I-2001ADC-CU	2001 AC-DC Install, 4 Std Batteries, 50' Class 2 Wood Pole	\$6,706.00	\$26,824.00
18			Four Complete Siren Systems, Installed SubTotal		\$75,780.00
19			On-Site Warranty Service		
20	8	FS-W-FSS	Standard Warranty w/Field Service Coverage	\$246.67	\$1,973.36
21	1	FS-W-FSS	Standard Warranty w/Field Service Coverage	\$246.64	\$246.64

SubTotal	\$78,000.00
Tax	
Total	\$78,000.00
Recurring Totals	\$0.00

Quote Approved by:

On-Site Warranty Service fees can be deferred until the end of the period, meaning

Line	Qty	Part Number	Description	Unit Price	Extended Price
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24 months from acceptance of these 9 sites.

Prices are firm until expiration date above unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, and poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Please make all payments payable to:

FEDERAL SIGNAL CORPORATION - ALERTING & NOTIFICATION SYSTEMS

Quote Number **SSGQ2640**

Approved by: _____

Date: _____

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: MOOEM-201205697-02

Contractor Name: FEDERAL SIGNAL CORPORATION



By: *John P. Von Thaden III*

Name: JOHN P. VON THADEN III
(please print)

Title: VP/General Manager
(please print)

ATTEST: [if required]

By: *Gina M. Erickson*

Name: Gina M. Erickson
(please print)

Title: Contract Administrator
(please print)

