

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC, a Delaware limited liability company registered to do business in Colorado, whose address is 8 South West Street, Suite 101, Easton, MD 21601 ("Vendor") and collectively with the City, the ("Parties").

09-414-B

WITNESSETH:

WHEREAS, the City and the Vendor entered into an Agreement dated May 19, 2009 and amended on July 20, 2010, relating to redeployment and installation of cameras for the H.A.L.O and Secure Our Schools project (the "Agreement") which constituted Phases I and II; and

WHEREAS, the City and the Vendor wish to amend the Agreement to add an additional installation phase to the Agreement by the inclusion of Exhibit A-2 to the Scope of Work, to increase the compensation to the Vendor and include other contract language as follows; and

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

1. Article 4 is hereby amended to read in its entirety as follows:

"4. **TERM:** Unless earlier terminated as provided herein, the term of the Agreement is from January 31, 2009 through March 31, 2012."

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

"5. **Compensation and Payment:**

A. **Fee:** The Vendor's sole compensation for its services rendered and costs incurred under the Agreement may not exceed the amounts set forth in Exhibit A, Exhibit A-1 and Exhibit A-2.

E. **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 with respect to any SOW or Phase of services or products for any amount in excess of the sum of **One Million One Hundred Seventy Six Thousand Seven Hundred Sixty Nine Dollars and Seventy**

Five Cents (\$1,176,769.75). The Parties acknowledge and agree that such limitation shall not apply to any additional SOWs for any subsequent Projects, Services or Equipment agreed to in writing by the Parties after the date hereof. 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. Paragraph 37 is hereby added to the Agreement which reads as follows:

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. All references in the Agreement to Exhibit A are amended to read Exhibits A, A-1 and A-2 respectively.

5. This Second Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of Safety

By: _____
Chief of Police

By: _____
Chief Information Officer

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. GE82165(2)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

AVRIO GROUP SURVEILLANCE
SOLUTIONS, LLC

Taxpayer (IRS) I.D. No. 26-3966298

By: _____

Name: DARRAN LIPScomb
(please print)

Title: President

“VENDOR”

EXHIBIT A-2 – SCOPE OF WORK

SCOPE OF WORK



Quote

Avrio Group Surveillance Solutions, LLC

Date: 09-Nov-10
 Quote #: 0101910-DEN
 Expiration Date: 12/24/2010

To: Lt. Ernie Martinez
 Denver Police Department
 1333 Cherokee St
 Denver, Colorado

Account Manager	Job	Payment Terms	Due Date
Mark Jules	Colfax Ave. 2 camera add	Net 30	

Qty	Description	Unit Price	Line Total
2	Polecam RDS70	8,994.00	\$ 17,988.00
4	MIMO Mesh Radio Systems, [includes antenna and mount	2,495.00	\$ 9,980.00
			\$ -
			\$ -
1	Safe Cities Discount	15%	\$ (4,195.20)
2	ONSSI Licenses plus yr SUP	250.00	\$ 500.00
2	Physical Installation with bucket truck, sub contractors	1,220.00	\$ 2,440.00
3	Engineering - Head End, Wireless	1,250.00	\$ 3,750.00
3	Field Engineering	1,000.00	\$ 3,000.00
1	Project Management	1,250.00	\$ 1,250.00
1	Maintenance for 1 Year	5%	\$ 1,945.40
1	Safe Cities Discount	25%	(2,486.35)
	Quotation prepared by: Tim Stewart		
	Prices are valid until expiration date above. Quote above includes		
	Integration into existing ONSSI platform.		
	All equipment required for system to be operational		

To accept this quotation, sign here and return: _____

Subtotal	\$ 34,171.85
Sales Tax	
Total	\$ 34,171.85

Scope of Work: Install repeaters on Phase 3 backhaul on Colfax
 Install Polecams at Race / Colfax, and Josephine and Colfax Avenue
 Verify and Document System additions, pole #'s to be determined Later

Avrio Group Surveillance Solutions, LLC, 8 S. West St, Suite 101, Easton, MD 21601 Phone (410) 820-7334 Fax (410) 820-4304
 alipscomb@avriogroup.com



Avrio Group Surveillance Solutions, LLC

Date: 09 Nov 10
 Quote #: 0101910-DEN3
 Expiration Date: 12/24/2010

To: Lt. Ernie Martinez
 Denver Police Department
 1333 Cherokee St
 Denver, Colorado

Account Manager	Job	Payment Terms	Due Date
Mark Jules	RTD and Sun Valley Project	Net 30	

Qty	Description	Unit Price	Line Total
8	Polecam RDS70	8,994.00	\$ 71,952.00
5	MIMO Mesh Radio Systems, includes antenna and mount	2,450.00	\$ 12,250.00
1	Backhaul - Exalt 4.9 GHz, 2' panel antennas and GPS	15,000.00	\$ 15,000.00
1	Outdoor UPS - 1000VA	3,000.00	\$ 3,000.00
1	Safe Cities Discount	15%	\$ (15,330.30)
8	ONSSI Licenses plus yr SUP	250.00	\$ 2,000.00
5	Physical Installation with bucket truck, sub contractors	1,200.00	\$ 6,100.00
9	Engineering - Head End, Wireless	1,250.00	\$ 11,250.00
8	Field Engineering	1,000.00	\$ 8,000.00
4	Project Management	1,250.00	\$ 5,000.00
1	Maintenance for 1 Year	5%	\$ 6,727.60
1	Safe Cities Discount	25%	(7,744.40)
			Subtotal \$ 118,204.90
			Sales Tax:
			Total \$ 118,204.90

Scope of Work:
 Installation of Polecams and repeaters as shown in Diagram
 Installation of backhaul from 1755 to CAMI location, UPS included
 Repeater 1 is replaced with Camera for viewing canal area
 Verify and Document System additions

AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC, 87 West St, Suite 111, Boston, MA 02107 Phone: (415) 620-9334 Fax: (415) 520-2114
 www.avriogroup.com