

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC**, a Delaware corporation, whose address is 1801 California Street, Denver, Colorado 80202 (QCC and QC collectively the "Consultant" or "CenturyLink"), together referred to as (the Parties").

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated November 3, 2009 and amended on August 12, 2011 to provide leased line, data and telephony services to the City (the "Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase the compensation to Consultant, to update the scope of services and fees for services and to update other contract language as follows; and

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

1. Article 2 of the Agreement entitled "TERM" is amended to read as follows:

“2. **TERM**: The Term of the Agreement is from eighty four (84) months from the Effective Date of the Agreement, unless terminated earlier pursuant to the provisions of this Agreement.”

2. Article 3D(i) of the Agreement entitled "Maximum Contract Liability" is amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

#### **D. Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **THIRTEEN MILLION ONE HUNDRED FIFTY EIGHT THOUSAND ONE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$13,158,160.00)**, (the "Maximum Contract Amount"), unless this Agreement has been amended in writing to reflect otherwise. The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by the Consultant beyond that specifically described in Exhibit B or contained in an

Order are performed at Consultant’s risk and without authorization under this Agreement.”

**3. Correction of Administrative Error:** The Services and Pricing starting on Page 28 of the Agreement are incorrectly titled The Parties agree to delete the heading “QC INTRASTATE ATM SERVICE EXHIBIT B-4” on page 28 through page 32 and replace with “QCC LOCAL ACCESS SERVICE EXHIBIT B-3.”

**4. Revision of Services:** The Services and rates set forth in the pricing table below are being added to the Pricing Attachment of Exhibit B-3, titled Local Access Service Exhibit. These Services are added to, and constitute a part of, the Agreement and the existing Services

**Wavelength Local Access:**

<b>Location</b>	<b>Bandwidth</b>	<b>MRC (each)</b>	<b>NRC (each)</b>
10 Galapago Street Denver, CO	10 GbE LAN PHY	\$3,000.00	\$0.00

**5. Revision of Services:** The Services and rates set forth in the pricing table below are being added to the Pricing Attachment of Exhibit B-2, titled Domestic iQ Networking Service Exhibit. These Services are added to, and constitute a part of, the Agreement and the existing Services.

<b>Tiered Ethernet (10 Gbps)</b>	<b>NRC (each)</b>	<b>Internet Port</b>	
		<b>FR Access MRC (each)</b>	<b>Other Access MRC (each)</b>
1 Gbps	\$0.00	N/A	\$5,560.00
2 Gbps	\$0.00	N/A	\$8,794.59
3 Gbps	\$0.00	N/A	\$12,497.58
4 Gbps	\$0.00	N/A	\$15,737.69
5 Gbps	\$0.00	N/A	\$18,514.93
6 Gbps	\$0.00	N/A	\$20,829.29
7 Gbps	\$0.00	N/A	\$23,288.31
8 Gbps	\$0.00	N/A	\$26,006.86
9 Gbps	\$0.00	N/A	\$28,800.00
10 Gbps	\$0.00	N/A	\$32,000.00

**6.** This Second Amendatory 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.

**7.** 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: TECHS-CE95035-02

Contractor Name: QWEST

By: 

Name: Constantine N. Garte los on behalf of  
(please print) Richard Fernandez

Title: Director, Offer Management  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

NSP-55845

