

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **LEWAN & ASSOCIATES, INC.**, a Colorado Corporation whose address is PO BOX 912728, Denver, Colorado 80291-2728 (the "Lessor"), referred to herein jointly as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Parties entered into an agreement dated October 1, 2014, and an Amendatory Agreement dated April 3, 2015, relating to the lease of office equipment, ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to amend the pricing schedule.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties as follows:

1. All references to "**Exhibit A**" in the existing Agreement shall be amended to read "**Exhibits A and A-1**" as applicable. The additional pricing schedule marked as Exhibit A-1 is attached and incorporated by reference.

2. A new paragraph 39 and 40 are added hereto which read as follows:

39. FEDERAL PROVISIONS: This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

40. AIRPORT SECURITY:

A. It is a material requirement of this Contract that the Lessor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Lessor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Lessor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Lessor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Lessor's operations under this Contract. The Lessor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Lessor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Lessor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Lessor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Lessor's operations at the Airport.

D. The Lessor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Lessor fails to do so, the Lessor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Lessor under this Contract.

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

EXHIBIT LIST:

EXHIBIT A-1 – Additional Pricing Schedule

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-201416395-02

Contractor Name: LEWAN AND ASSOCIATES, INC.

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:

Attorney for the City and County of
Denver

By _____

By _____

By _____



Contract Control Number: TECHS-201416395-02

Contractor Name: LEWAN AND ASSOCIATES, INC.

By: Michael Carroll

Name: MICHAEL CARROLL
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



ADDITIONAL PRICING SCHEDULE

1. HP OEM Toner for Single-Function Printers that are Covered under Lewan Managed Print Services. Unless specified by the respective City & County of Denver agencies and/or departments, single function printers covered under the Lewan Managed Print Services program will received remanufactured printer cartridges to fulfill toner requests. With written consent, City agencies or departments can select HP OEM toner at the higher rates listed below. These HP OEM rates do not apply to ink jet printers.

Lewan guarantees the HP OEM rates listed below for the term of the City & County of Denver Managed Print Services Contract based on special pricing programs provided by HP for the City. In the event that HP changes toner pricing (Lewan will provide official HP announcement). Lewan reserve the right to either raise or lower the cost per impression rates by no more than 3% on an annual basis.

- Black & White Cost Per Impression: \$.0125
- Color Cost Per Impression: \$.080

2. Xerox Copier Hard Drive Destruction Services. Upon authorization from approved City & County of Denver personnel, a qualified technician, onsite, will delete internal memory and remove the hard drive. Customer will receive a document confirming the security purge and data removed from the copier/MFP. Includes installation of new hard drive. The copier/MFP will be tested for complete operability. If requested, the hard drive will be physically destroyed onsite. If requested, the destroyed hard drive will be returned to the customer.

For DIA, upon request, a qualified Lewan technician will provide the physical hard drive to authorized DIA personnel so that DIA can follow internal procedure for HDD destruction. DIA will assume responsibility for HDD destruction and attendant materials management of the process. DIA is to provide Lewan a written receipt acknowledging HDD acceptance by authorized DIA personnel.

- Cost per Hard Drive: \$250

3. Lewan Service for existing and New HP DesignJet Wide Format Printers. At an annual fixed cost per printer, Lewan will provide parts, labor and preventative maintenance for approved HP Designjet models. Lewan HP Designjet service program does not include ink, print heads or paper/media. HP Designjet models must be approved and inspected by Lewan in

EXHIBIT A-1

advance of service agreement acceptance. (Not all models are eligible due to equipment age.) Pricing is based on an annual agreement and is determined by age and model. Schedule below.

- HP Designjet T1100: \$709 I year
- HP Designjet T1200: \$709 I year
- HP Designjet T2300: \$709 I year
- HP Designjet T2500 : \$709 I year
- HP Designjet T2530 : \$649 I year
- HP Designjet T790: \$279 I year
- HP Designjet T770: \$379 I year
- HP Designjet T930: \$335 I year
- HP Designjet Z5600: \$379 I year
- HP Designjet Z5400: \$398 I year
- HP Designjet Z6600 :\$949 I year

In the event that a City agency chooses to add or replace an existing wide format printer with a new HP Designjet, Lewan recommends the following devices.

- HP Designjet Z5600PS (44" dual-roll, color printer)
- HP Designjet T2530PS (36" dual-roll, color printer and scanner)

Any new HP Designjet will be covered under the manufacturer warranty for the first year. Lewan - as an authorized dealer - will assume fulfillment responsibilities for year one of the manufacturer's warranty. For subsequent years, the City can purchase an annual service agreement as specified in the above schedule (Amendment item 3).

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.