

AMENDATORY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **US eDIRECT**, a New York corporation registered to do business in Colorado, whose address is 168 Main Street, Suite 2, Huntington, NY 11743 ("Vendor" or "US eDirect") collectively referred to as (the "Parties").

10-092-A

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 2, 2010, related to the design, development and implementation point of sale (POS) system for Denver Parks and Recreation (the "Agreement"); and

WHEREAS, the Parties wish to increase the compensation to the Vendor and amend the Agreement to add project management support beyond what is included in the initial contract; and

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

1. Article 5(D)(i) of the Agreement entitled "**Maximum Contract Liability**" is hereby amended to read as follows:

“5. COMPENSATION AND PAYMENT:

D. 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 under the terms of this Agreement for any amount in excess of the sum of **Seven Hundred Twenty Five Thousand Eight Hundred Eighty Dollars (\$725,880.00)**. 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.”

2. Subsection 3.3 is added to Exhibit B as follows:

3.3 **Additional Project Management** US eDirect may provide additional project management support to the City at an hourly rate of \$50.00 per hour in addition to project management support otherwise set out in the Agreement. US eDirect may invoice the City on the 1st of each month for the prior month's additional project management. The maximum number of hours of additional

project management support will be 800. In addition to additional project management US eDirect may invoice the City for airfare, meals and incidental expenses related to the project management support up to \$2,000.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

ATTEST:

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

CITY AND COUNTY OF DENVER:

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of Parks and Recreation

By: _____
Chief Information Officer

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. CE05015(1)

By: _____
Auditor

"CITY"

US eDIRECT
Taxpayer (IRS) I.D. No.11-3515805

By: _____

Name: _____
(please print)

Title: _____

"VENDOR"



CERTIFICATE OF LIABILITY INSURANCE

OPID DA
USEDI-1

DATE (MM/DD/YYYY)

10/12/10

PRODUCER The ELS Group 900 Merchants Concourse Westbury NY 11590 Phone: 516-228-3535 Fax: 516-228-3537	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED US eDirect, Inc. Attn: Clemens von Reitzenstein 168 Main Street, Suite 2 Huntington NY 11743	INSURER A: Travelers Casualty & Surety Co	321
	INSURER B: AXIS Surplus Insurance Co.	
	INSURER C: First Rehabilitation Life Ins	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	VP06304870	03/06/10	03/06/11	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. 5,000
A		AUTOMOBILE LIABILITY	VP06304870	03/06/10	03/06/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB1448L073	03/02/10	03/02/11	WC STATUTORY LIMITS OTHER EL. EACH ACCIDENT \$ \$1,000,000 EL. DISEASE - EA EMPLOYEE \$ \$1,000,000 EL. DISEASE - POLICY LIMIT \$ \$1,000,000
B		Professional Liab.	ENN584131	10/08/10	10/08/11	B&O 1,000,000
C		Disability Benefit	DBL159778	02/01/10	02/01/11	All Empl. As required

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver C/O Denver Parks & Recreation Finance Office 201 W. Colfax Ave Dept 602 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Edward Lewis & Sons <i>Edward Lewis</i>
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