

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is entered by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BRODART CO.**, a foreign general partnership, by its general partner, **NUBRO, INC.**, a Delaware corporation, doing business at 500 Arch Street, Williamsport, Pennsylvania (the “Contractor”).

RECITALS

- A. The City and Contractor entered into an Agreement dated June 15, 2010 and an Amendatory Agreement dated September 8, 2011 to provide shelf-ready library materials and services for the Green Valley Ranch Branch Library and Stapleton Branch Library (the “Agreement”).
- B. The City and Contractor wish to amend the Agreement, to add additional materials to the Stapleton Branch Library and add materials and services for the West Denver Branch Library, thereby increasing capacity and the total compensation to be paid for such materials and services.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. Exhibit A-2 is attached to this Second Amendatory Agreement.

2. Section 3 entitled “**TERM**”, is amended to read as follows:

“**3. TERM**: The Agreement will commence on execution of this Agreement and will expire on December 31, 2014.”

3. Subsection (a), entitled “Fee” of Section 4 entitled “**COMPENSATION AND PAYMENT**”, is amended to read as follows:

“**a. Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered, materials provided, and costs incurred under the Agreement **THREE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,375,000.00)**. Amounts billed may not exceed the prices and rates set forth in *Exhibits A, A-1 and A-2*.”

4. Subsection d(1) entitled “Maximum Contract Amount” of Section 4 entitled “**COMPENSATION AND PAYMENT**”, is amended to read as follows:

“**d. Maximum Contract Amount**:

1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,375,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an 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 Agreement."

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

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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: PWADM-CE78628-02

Contractor Name: BRODART COMPANY

By: Emily Anne Schulte

Name: Emily-Anne Schulte
(please print)

Title: Marketing Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-2

Scope of Work

This Exhibit A-2 replaces Exhibit A and A-1 of Contract CE78628, in their entirety.

The Denver Public Library will provide Brodart with a copy of all the titles in its database. Brodart will then provide the Denver Public Library with a list of titles available for purchase based on its holdings. The Denver Public Library will select all titles.

The Denver Public Library will select from Brodart's available titles:

Brodart Amendment project break out:

Project Name	Fund/ORG	Amount
Green Valley Ranch_ GI81408_117	37135/5011102	\$ 990,000.00
Stapleton_ GI81408_116	37135/5011102	\$ 1,210,000.00
West Denver_ GI81408_115	37135/5011102	\$ 1,175,000.00

The Total Contract amount for the 3 Libraries is \$ 3,375,000.00.

The Denver Public Library will manage the budget and adjust quantities for each branch to ensure the total spent does not exceed the established amount of the contract.

Brodart will provide shelf-ready material for the collections of the Green Valley Ranch, Stapleton, and West Denver Libraries using the Pricing Schedule attached as applied to Brodart's standard prices and cost for value added services (processing, cataloging and item linking).

All processing and cataloging will meet the specifications of the Denver Public Library as outlined in the proposal. Shelf ready material will include the following:

1. Mylar cover for hardcover titles with book jackets.
2. Property stamp (stamps provided by the Denver Public Library)
3. Branch label (provided by the Denver Public Library)
4. Barcode (provided by the Denver Public Library)
5. Programmed RFID tag (RFID tag provided by the Denver Public Library, Brodart will program)
6. Spine label with call number
7. Spine label cover
8. Genre label if indicated by the Denver Public Library at time of order (provide by the Denver Public Library)
9. Content/quantity label if applicable (provided by the Denver Public Library)

Item linking will include the following information delivered through a 9XX field of the MARC record:

1. Branch code
2. Location code
3. Call number
4. Barcode number
5. Item status
6. Media code

Brodart will deliver the MARC records with item information in the 9XX field to an FTP site for the Denver Public Library to load into its database.

Brodart will pack and store materials in approximate shelf order (Level 1) at no charge to the Denver Public Library.

Brodart will pay all charges associated with an inside delivery of materials to the Stapleton and West Denver Branch Libraries, including de-palletizing if necessary. The Denver Public Library will notify Brodart of the delivery date at least 30 days in advance. Currently, the estimated delivery (subject to change) for Stapleton Branch Library is summer 2012 and West Denver Branch Library is fall 2013.

Invoicing: Brodart shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall list all titles as a separate line which shows for each title the following information:

- Item #
- Name of Title
- Category as shown in Attachment A
- Sub Category as shown in Attachment A
- # of units for each Title
- List Price per Title per Unit
- Applicable Discount per Sub Category
- Applicable Linking and Processing per Sub Category
- Applicable 3rd Party Vendor Handling charges per Sub Category
- Extended Price per Title per Unit
- Total Extended Price per Title

Supporting documentation for each invoice shall be provided in an electronic format which enables the City to verify the pricing, discounts, processing, handling, and total extended price of each title and invoice summation.

Invoices shall be provided on a monthly basis for titles which have been processed as follows:

- For Brodart provided Titles:
 - All Titles have been processed and are “Shelf Ready” as described in the contract.
 - All Titles have been linked to the Library system as described in the contract.
 - All Titles have been boxed, stored and readied for shipment to the Library.
 - All Titles pending shipment are stored in the Brodart warehouse.
 - Vendor acknowledges all Titles stored and pending shipment are fully insured.

- For 3rd Party provided Titles:
 - The Title has been received from a 3rd party by Brodart.
 - All Titles have been processed and are “Shelf Ready” as described in the contract.
 - All Titles have been linked to the Library system as described in the contract.
 - All Titles have been boxed, stored and readied for shipment to the Library.
 - All Titles pending shipment are stored in the Brodart warehouse.
 - Vendor acknowledges all Titles stored and pending shipment are fully insured.