

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ADS DENVER, LLC**, a Colorado limited liability company, doing business at P.O. BOX 33561, Northglenn, CO 80233 (the “Contractor”), collectively “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated November 14, 2011 (the “Agreement”), to provide telecommunication cabling and services technicians for the City’s Technology Services Department; and

WHEREAS, the Parties wish to amend the Agreement to extend the term, modify the Rates on Exhibit A and increase the compensation to the Contractor as follows; and

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

1. Article 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM:** The Agreement will commence on September 1, 2011 and will expire on October 1, 2016 (the “Term”).”

2. Article 4(d)(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00)**, 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 **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.”

3. 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.

4. The Rates set out on Exhibit A, Section C are modified as set out below. If a Rate is not listed below then the existing rate has not changed.

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

[SIGNATURE PAGES FOLLOW]

**EXHIBIT A-SECTION C
PROPOSAL ITEMS:**

C.3.1 ITEM 1 per Section B.5

Net Unit Price per hour/ per Technician: \$ N/A

Over time rate per hour – Monday-Friday: \$ _____

Overtime Rate - Sundays & Legal City Holidays: \$ _____

C.3.2 ITEM 2 per Section B.6

Net Unit Price per hour/ per Master Electrician: \$65.22

Over time rate per hour – Monday-Friday per Master Electrician: \$97.83

Over time rate for standard work services: \$97.83

C.3.3 ITEM 3 per Section B.6

Net Unit Price per hour/ per Journeyman Electrician: \$60.22

Over time rate per hour – Monday-Friday per Journeyman Electrician: \$90.33

Overtime Rate – Sundays & Legal City Holidays \$90.33

C.3.4 ITEM 4 per Section B.6

Net Unit Price per hour/ per Apprentice Electrician: \$48.22

Over time rate per hour – Monday-Friday per Apprentice Electrician: \$72.33

Overtime Rate – Sundays & Legal City Holidays \$72.33

C.3.5 ITEM 4 per Section B.7

Net Unit Price per hour/per Data Center Design: \$85.22

Provided references and list of any training certifications _____

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 _____

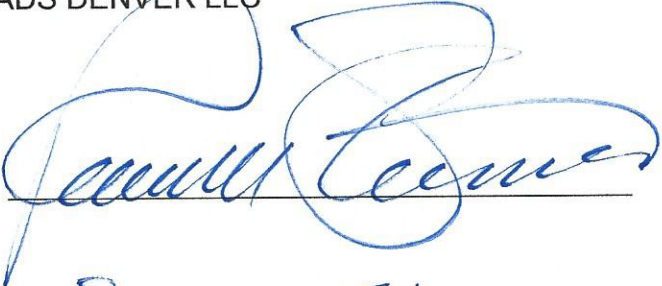
By _____

By _____



Contract Control Number: TECHS-201102401-02

Contractor Name: ADS DENVER LLC

By: 

Name: RUSSELL STEWART
(please print)

Title: VP - CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

