

THIRD AMENDATORY AGREEMENT

THIS THIRD 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 **ADVOCO INC**, a California corporation, whose address is 1331 7th Street, Suite H, Berkeley, California 94710 (the “Consultant”) collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated October 29, 2013, an Amendatory Agreement on July 13, 2015, and a Second Amendatory Agreement on November 25, 2015 (the “Agreement”), to expand management software for buildings and facilities including scheduling, maintenance operations and tenant service requests; and

WHEREAS, the Parties wish to amend the Agreement to amend the scope of work, extend the term, and increase the compensation to the Consultant 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. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1, as applicable...” The scope of work marked Exhibit A-1 is attached hereto and incorporated by reference.

2. Article 2 of the Agreement entitled “TERM” is amended to read as follows:

“The term of this Agreement shall commence on October 1, 2013, and shall terminate on December 31, 2022, unless earlier terminated in accordance with the Agreement.”

3. Article 3. D. (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 **TWO MILLION TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$2,272,220.00)** (the “Maximum Contract Amount”). 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 Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at Consultant's risk and without authorization under this Agreement.”

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

5. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[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 _____

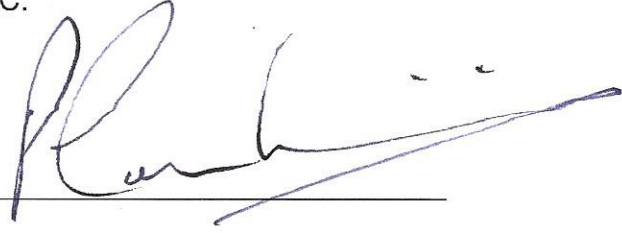
By _____

By _____



Contract Control Number: TECHS-201313134-03

Contractor Name: ADVOCO, INC.

By: 

Name: PAUL N COWLEY
(please print)

Title: PARTNER - ADVOCO INC.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1

Project Services

Project services are consulting services performed by Advoco's project delivery and technical teams. A task order will be drafted and submitted prior to engagement for each scope of work requested.

Hourly rates by year over the duration of the contract term:

Skills	2018	2019	2020	2021	2022
Project Consulting Services	\$209	\$217	\$225	\$234	\$243
Project Technical Services	\$209	\$217	\$225	\$234	\$243
Project Training	\$165	\$171	\$178	\$185	\$192

EXHIBIT B

Post Implementation and Support Services

Post Implementation services agreement is prepaid annually each year for a term of four and a half years ending December 31, 2022. The pricing for year one is based on the Advoco EPIC-60 Post Implementation selection, consisting of a minimum 60 hour per month service level (to be prorated for year one based on 720 total hours annually).

Thirty days prior to the end of each year, both parties will participate in a review of the number of hours for the year in progress, and any necessary adjustments to the service level for the following year will be agreed upon by both parties before going into effect at the start of the next year.

Note: More details on what is included as a part of the Post Implementation Consulting and Support Services are provided in subsequent sections.

Year 1:

Year	Term	Service Level	Hourly Rate	Annual Cost
1	August 1, 2018 through December 31, 2018	EPIC 60	\$165	*\$89,100

*= This amount is prorated for year 1, based off of an estimated 5-month term (Aug-Dec 2018). Actual invoice amount will be prorated based on effective date of this agreement.

Service Level Options by Year (Years 2-5) and Associated Rates

Year 2:

Year	Term	Service Level	Hourly Rate	Annual Cost
2	January 1, 2019 through December 31, 2019	EPIC 40	\$182	\$87,360
2	January 1, 2019 through December 31, 2019	EPIC 50	\$176	\$105,600
2	January 1, 2019 through December 31, 2019	EPIC 60	\$171	\$123,120
2	January 1, 2019 through December 31, 2019	EPIC 80	\$166	\$159,360

Year 3:

Year	Term	Service Level	Hourly Rate	Annual Cost
3	January 1, 2020 through December 31, 2020	EPIC 40	\$189	\$90,720
3	January 1, 2020 through December 31, 2020	EPIC 50	\$183	\$109,800
3	January 1, 2020 through December 31, 2020	EPIC 60	\$178	\$128,160
3	January 1, 2020 through December 31, 2020	EPIC 80	\$172	\$165,120

Year 4:

Year	Term	Service Level	Hourly Rate	Annual Cost
4	January 1, 2021 through December 31, 2021	EPIC 40	\$196	\$94,080
4	January 1, 2021 through December 31, 2021	EPIC 50	\$190	\$114,000
4	January 1, 2021 through December 31, 2021	EPIC 60	\$185	\$133,200
4	January 1, 2021 through December 31, 2021	EPIC 80	\$179	\$171,840

Year 5:

Year	Term	Service Level	Hourly Rate	Annual Cost
5	January 1, 2022 through December 31, 2022	EPIC 40	\$203	\$97,440
5	January 1, 2022 through December 31, 2022	EPIC 50	\$197	\$118,200
5	January 1, 2022 through December 31, 2022	EPIC 60	\$192	\$138,240
5	January 1, 2022 through December 31, 2022	EPIC 80	\$186	\$178,560

Note: Hourly rate at the selected service level is the rate for Post Implementation Services, as well as Training.

Post Implementation Consulting and Support Services

A team of experienced Infor EAM consultants will be available for your use by phone, email, or online. Customers find this offering especially helpful when requiring user support, system administration, and technology support.

Additionally, as new formal projects are identified that need our project delivery team (per Exhibit A), Advoco will continue to support City of Denver in the most efficient and cost-effective way.

Post Implementation and Support Services Scope

Advoco provides the following services within our standard Post-Implementation Consulting:

- End user and system training
- System Administration function and configuration, including:
 - Screen and Grid design, user security modifications
 - Uploads and imports using Infor applications
 - Flex SQL configuration
 - Advanced Report and KPI creation, modification
- End user functional support
 - User groups and security processes
 - Error and stoppage troubleshooting
 - Screen-sharing sessions to better understand the user's problems
- Enhancement planning and implementation

- Items that fall beyond the typical scope will be queued with other enhancements and planned alongside City of Denver team members for implementation, potentially requiring services by Advoco's Project Delivery team
- Review City of Denver's on-going business requirements and provide recommendations and guidance for solutions to meet the business requirements
- Review operations goals and provide recommendations
- Infor EAM version upgrade support

Note: Pending scope of requirements/complexity of the request the project and/or technical delivery teams may be required

Delivery of these services:

- Advoco will provide City of Denver a single phone number to call for all support calls as well as a dedicated email address to send questions to the Advoco automated ticketing system.
- All calls will be prioritized by severity and then the order in which they were received.
- Normal business hours are from 7:30am EST to 6:00pm EST, Monday to Friday. However, as the need arises Advoco support staff can be on call to handle emergency situations.
- All actions provided by the Advoco team will be documented in Advoco's internal EAM system by an incident #.
 - These incidents generate an email confirmation of receipt
- Weekly reports will be provided of all tickets, statuses and actions, time to complete the tasks.
- Post Implementation Service agreement: Invoiced annually (every 12 months), in advance. Carryover hours are allowed within contract term only (start to end date of term).
- Payment terms net 30 days.
- Once the maximum hours are consumed in any given term, additional hours can be added with a signed order form, or invoiced directly for any overage hours at the current rate.
- Advoco will track the hours and provide updates to City of Denver.
- Frequent calls will be scheduled to prioritize remaining hours if usage requires.
- Work by the Post Implementation Team will be performed remotely and on-line.

Note: The Post Implementation services as described do not include project delivery and technical resources for specific project work. The rates outlined in **EXHIBIT B** are for the Post Implementation Services team at Advoco. If requests for work do require work by our project delivery or technical team, a project engagement will be scoped and billed at the current Advoco rates for project work.

Project work outside the scope of our Post Implementation team could include the following, subject to assessment and agreement by Advoco's post implementation team lead/architect and project team lead/architect:

- Process design
- Configuration and testing
 - o Configuration and testing for new modules, reimplementation of existing modules, or anything estimated at twice the monthly allowance of PI hours, is considered project work.
- New business unit implementation/expansion
- Project management and system architect
- Advanced module implementation and training
- Technical Data and System Integration consulting, including but not limited to:
 - o Extensibility configuration
 - o Web Services, ION, Databridge
 - o Alert Management and business rule configuration
 - o Other integration or technical development
- Other Project Work – Any work that is defined as 2x the required effort of the monthly hours for the service level selected for the given year or work requested by resources on the Project Delivery team.
- Any project scope that requires Advoco's Project Delivery and Technical teams and work performed on-site for the City of Denver.

Note: Advoco Post Implementation Team will work closely with City of Denver to identify those needs as they arise and communicate the scope of work that is required by our project delivery team.