

**AMENDATORY AGREEMENT**

**THIS AMENDATORY 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 **ARISANT, LLC**, a Colorado Limited Liability Company, whose address is 400 Inverness Parkway, Ste 200, Englewood, CO 80112 (The "Consultant"). Each party may be individually referred to as (a "Party") or collectively as (the "Parties").

10-009-A

**WITNESSETH:**

**WHEREAS**, the City and the Contractor entered into an Agreement dated January 12, 2010 relating to the City desiring to contract with an information technology consultant (the "Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement to increase the compensation to the Consultant and redefine the scope of work; and

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

1. Article 1, **SCOPE OF SERVICES; ORDER** is hereby deleted and replaced with the following:

1. **SCOPE OF SERVICES; ORDER:** The Consultant, under the general direction of, and in coordination with City's Chief Information Officer, or other designated supervisory personnel (the "Manager"), shall diligently perform any and all authorized services provide under this Agreement. The Consultant will provide specialized professional services to support the provisioning of technology services to the City and its constituents. These specialized services will include activities such as, but not limited to, technology program and project management, programming, systems and business analysis, systems and server administration, database administration, desktop support, network administration, infrastructure support, software license administration, specialized technology support, quality assurance, technical architect, and business/administrative support for technology activity. The job classifications to be provided by the Consultant are identified on attached **Exhibit A-1**. The City shall authorize specific assignments for the Consultant by placing a written service order signed by the Manager and the Consultant (the "Order") describing in sufficient details the services and/or deliverables to be provided. The Consultant agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Consultant's services. The Consultant shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this

Agreement.

2. Article 3D(i) of the Agreement entitled "Maximum Contract Liability" is hereby amended to read as follows:

**"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 **One Million Nine Hundred Fifty Thousand Dollars and no Cents (\$1,950,000.00)** (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."

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

**[SIGNATURE PAGE FOLLOWS]**

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

**ATTEST:**

**CITY AND COUNTY OF DENVER:**

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

By: \_\_\_\_\_  
MAYOR

**RECOMMENDED AND APPROVED:**

By: *Molly Krause*  
Chief Information Officer

**APPROVED AS TO FORM:**

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

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. OC04006(1)

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Auditor

“CITY”

**ARISANT, LLC**

Taxpayer (IRS) I.D. No. 20-5595018

By: *Kathy Robb*

Name: KATHY ROBB  
(please print)

Title: Sr. Partner

“CONSULTANT”

Exhibit A-1

Arisant Rate Card – City & County of Denver

<b>Position Number</b>	<b>Position Category</b>	<b>Hourly Rate</b>
1	Project Manager I <i>Senior Project Manager – Ability to lead and project manage complex projects.</i>	\$115.00
2	Project Manager II <i>Project Manager – Ability to lead and project manage projects of medium complexity.</i>	\$95.00
3	Business Analyst I <i>Senior Business Analyst – Ability to analyze and document complex functional requirements and use cases. Consistent experience working with complex customers.</i>	\$120.00
4	Business Analyst II <i>Senior Business Analyst – Ability to analyze and document complex functional requirements and use cases.</i>	\$110.00
5	Business Analyst III <i>Business Analyst – Ability to analyze and document medium complexity functional requirements and use cases.</i>	\$100.00
6	Business Analyst IV <i>Business Analyst – Ability to analyze and document simple to medium complexity functional requirements and use cases.</i>	\$90.00
7	Database Administrator I <i>Senior Database Administrator – Ability to lead other DBAs at a technical level. Ability to perform complex DBA tasks such as performance tuning and HA consistently. Ability to mentor others on complex DBA tasks.</i>	\$140.00
8	Database Administrator II	\$120.00

	<i>Senior Database Administrator – Ability to implement highly complex DBA tasks.</i>	
9	Database Administrator III  <i>Database Administrator – Ability to implement tasks of medium complexity consistently.</i>	\$110.00
10	Database Administrator IV  <i>Database Administrator – Ability to implement tasks of simple to medium complexity.</i>	\$100.00
11	Software Developer I  <i>Senior Software Developer – Ability to lead other programmers at a technical level. Ability to perform complex programming tasks such as performance tuning and implementing complex designs. Ability to mentor others on complex programming tasks.</i>	\$140.00
12	Software Developer II  <i>Senior Software Developer – Ability to implement highly complex programming tasks.</i>	\$110.00
13	Software Developer III  <i>Software Developer – Ability to implement tasks of medium complexity consistently.</i>	\$100.00
14	Software Developer IV  <i>Software Developer – Ability to implement tasks of simple to medium complexity.</i>	\$90.00
15	QA Engineer I  <i>Senior QA Engineer– Ability to lead other QA Engineers. Ability to design and execute complex testing scenarios.</i>	\$100.00
16	QA Engineer II  <i>QA Engineer– Ability to consistently execute and document the outcome of complex testing scenarios.</i>	\$90.00
17	Technical Architect  <i>Technical Architect – Ability to lead other technical staff at a technical level. Ability to design, communicate and troubleshoot complex interoperability aspects of programming and system components.</i>	\$150.00