

## 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 **BIAS CORPORATION**, a Florida corporation whose address is 1100 Abernathy Road, Suite 950, Atlanta, GA 30328 (the “Consultant”). Each party may be individually referred to as a “Party” or collectively as the “Parties.”

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated October 2, 2013 and an Amendatory Agreement dated March 11, 2014 (the “Agreement”), relating to the design, implementation and management of comprehensive IT solutions around Oracle's Identity Management Service Oriented Architecture (SOA); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, update the prior rate sheet with the attached rate sheet 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. Article 2 of the Agreement entitled “**Term**” is amended to read as follows:

“2. **TERM**: The term of this Agreement shall commence on October 1, 2013 and shall terminate on December 31, 2019, unless earlier terminated in accordance with the Agreement.”

2. 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 **SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000.00)** (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 **Exhibits A and A-1** or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.”

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

**[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-201312974-02

**Contractor Name:**                BIAS CORPORATION

By: DocuSigned by:  
*John ezze11*  
\_\_\_\_\_

Name: John ezze11  
(please print)

Title: EVP- Co-Founder  
(please print)

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**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## Local Resource Rates:

Resource	Rate/Hr
Associate Consultant	\$120
Senior Consultant	\$160
Principal Consultant	\$170
Senior Principal Consultant	\$194
Architect/Application Specialist	\$210
Senior Architect/Senior Application Specialist	\$225
Project Manager/Service Delivery Manager	\$184
Senior Project Manger	\$194

## Rates Including Travel Expenses:

Resource	Rate/Hr
Associate Consultant	\$170
Senior Consultant	\$210
Principal Consultant	\$220
Senior Principal Consultant	\$236
Architect/Application Specialist	\$252
Senior Architect/Senior Application Specialist	\$278
Project Manager/Service Delivery Manager	\$226
Senior Project Manger	\$236

## Options

1. Full week onsite - (4X10 or 5X8) traveling consultant – Traveling Rate
2. Partial week onsite, but at least 3 days on site – then Traveling Rate
3. Remote Work – full week remote - "Local Rates"
4. No onsite travel for less than 3 days onsite - unless dictated by project needs such as go-live or UAT, etc. and if such travel is mandated, then "Travel Rates" for the whole week.

In other words – either the whole week will be travel rates or Local Rates.