

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **i3 INTEGRATION LLC**, a Colorado limited liability company, whose address is 621 17TH Street, Suite 804, Denver, Colorado 80293 (the “Consultant”), jointly “the Parties”.

The Parties agree as follows:

RECITALS:

1. The City and the Consultant previously entered into an Agreement dated May 24, 2013, as amended by Amendatory Agreement dated October 17, 2014, for professional services for Program Financial Assurance related to Denver International Airport South Terminal Redevelopment Program (the “Agreement”); and

2. The City and the Consultant wish to amend the Agreement to extend Phase 2 services as described in the Agreement and to increase the total compensation.

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 B**” in the existing Agreement shall be amended to read: “...**Exhibit B, B-1 and B-2**, as applicable...” The Billing Rates for 2016-2017 marked as **Exhibit B-2** is attached and incorporated herein.

2. Section 3(a) of the Agreement entitled **COMPENSATION AND PAYMENT** is hereby deleted in its entirety and replaced as follows:

“**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **\$1,555,000** for Phase 1 and Phase 2 services. Amounts billed may not exceed the rates set forth in **Exhibit B and Exhibit B-1** for services provided prior to the date of this Second Amendatory Agreement and **Exhibit B-2** for services provided on or after the dates of this Amendatory Agreement.”

3. Section 3(d) of the Agreement entitled **COMPENSATION AND PAYMENT** is hereby deleted in its entirety and replaced as follows:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$1,555,000.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

4. Section 4 of the Agreement entitled **TERM** is hereby deleted in its entirety and replaced as follows:

"4. **TERM**: The Agreement will commence on May 24, 2013 and will expire on March 31, 2017 (the "Term"). The parties may extend the term by amendment."

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

[SIGNATURE PAGES TO 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: FINAN-201310571-02

Contractor Name: I3 INTEGRATION LLC

By: Laura A Hergenroder, member

Name: LAURA A. HERGENRODER
(please print)

Title: PRESIDENT / owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



City and County of Denver
Denver International Airport - Program Financial Assurance
i3 Integration LLC - Consulting Services

Exhibit B-2: Hourly Billing Rate Schedule

Firm: i3 Integration LLC

LABOR CATEGORY	2016 HOURLY RATE	2017 HOURLY RATE
Principal / Senior Program Manager	\$253.80	\$262.65
Program Manager 3	\$230.70	\$238.75
Program Manager 2	\$215.60	\$223.15
Program Manager 1	\$200.50	\$207.50
Deputy Program Manager	\$181.50	\$187.85
Senior Project Manager	\$173.90	\$179.95
Project Manager 5	\$165.30	\$171.05
Project Manager 4	\$155.30	\$160.70
Project Manager 3	\$146.45	\$151.55
Project Manager 2	\$136.80	\$141.55
Project Manager 1	\$123.65	\$127.95
Project Coordinator 4	\$115.65	\$119.70
Project Coordinator 3	\$104.75	\$108.40
Project Coordinator 2	\$93.85	\$97.10
Project Coordinator 1	\$85.00	\$87.95
Enterprise Systems Designer 2	\$200.50	\$207.50
Enterprise Systems Designer 1	\$188.95	\$195.55
Solution Architect 2	\$181.50	\$187.85
Solution Architect 1	\$165.30	\$171.05
Business Process Architect	\$151.10	\$156.35
Business Process Designer 2	\$136.80	\$141.55
Business Process Designer 1	\$123.65	\$127.95
Applications Programmer 3	\$151.10	\$156.35
Applications Programmer 2	\$142.95	\$147.95
Applications Programmer 1	\$136.80	\$141.55
Systems / Data Analyst 3	\$115.65	\$119.70
Systems / Data Analyst 2	\$104.75	\$108.40
Systems / Data Analyst 1	\$93.85	\$97.10
Web Developer	\$85.00	\$87.95
Web Designer	\$80.30	\$83.10
Web Administrator	\$69.05	\$71.45
Senior Management Consultant	\$230.70	\$238.75
Management Consultant 3	\$215.60	\$223.15
Management Consultant 2	\$200.50	\$207.50
Management Consultant 1	\$188.95	\$195.55
Consultant 4	\$181.50	\$187.85
Consultant 3	\$173.90	\$179.95
Consultant 2	\$165.30	\$171.05
Consultant 1	\$155.30	\$160.70
Senior Analyst	\$146.45	\$151.55
Analyst 2	\$123.65	\$127.95
Analyst 1	\$115.65	\$119.70
Executive Administrative Assistant	\$80.30	\$83.10
Senior Administrative Assistant / Office Manager	\$69.05	\$71.45
Administrative Assistant 3	\$63.95	\$66.15
Administrative Assistant 2	\$57.80	\$59.80
Administrative Assistant 1	\$45.45	\$47.00
Intern 2	\$38.70	\$40.05
Intern 1	\$32.10	\$33.20