

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this “Amendment”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **JAMES PILCHER ENTERPRISES, INC.**, a Colorado corporation, dba DataOne, Inc. (the “Consultant” and referred to herein, together with the City, as the “Parties” or each individually as a “Party”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement, dated September 27, 2022, providing for the provision of certain technical and professional services by the Consultant for the City (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement to extend the term, add funding capacity to the Maximum Contract Amount, revise the scope of services, and adjust the hourly billing rates provided for therein.

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

1. Scope of Services. The Parties have agreed to supplement the services referenced in Section 2 of the Agreement to include additional services. The additional services to be provided by the Consultant are described in Exhibit A-1 attached to this Amendment. From and after the Effective Date of this Amendment, all references to Exhibit A in the Agreement shall be deemed to refer collectively to Exhibit A and Exhibit A-1 attached hereto.

2. Hourly Billing Rates. The Parties have agreed to new hourly billing rates for the services referenced in Section 2 and Section 5 of the Agreement. The new rate sheet is attached to this Amendment as Exhibit B-1. From and after the Effective Date of this Amendment, all references to Exhibit B in the Agreement shall be deemed to refer to Exhibit B-1 attached hereto.

3. Term. The first sentence of Section 4 of the Agreement is hereby revised to read as follows:

The term of this Agreement shall commence on September 27, 2022, and shall terminate on August 31, 2027, unless extended or terminated in accordance with the terms of this Agreement (the “Term”).

4. **Maximum Contract Amount.** The first sentence of Section 5(d)(1) of the Agreement is hereby revised to read as follows:

Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00)** (the "Maximum Contract Amount).

5. **Affirmation.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular and shall continue in full force and effect.

6. **Counterparts and Electronic Signatures.** This Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A manually signed copy of this Amendment, or a copy of this Amendment signed with an electronic or digital signature, delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

7. **Execution.** This Amendment will not be 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. As used herein, the "Effective Date" shall mean the date set forth on the signature page for the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

DOTI-202579353-01 [202264269-01]
JAMES PILCHER ENTERPRISES, INC

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:

Attorney for the City and County of Denver

By: _____

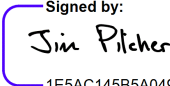
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202579353-01 [202264269-01]
JAMES PILCHER ENTERPRISES, INC

Signed by:

1E5AC145B5A0493...

By: _____

Jim Pilcher

Name: _____
(please print)

Title: President

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1



533 Old Stone Drive
Highlands Ranch, CO 80126
720-301-0479

SCOPE OF WORK:

Project Management, Meetings, and Coordination

- **Project Management.** Consultant will perform various project management tasks throughout the billing period which can include, but not be limited to:
 - Fielding phone calls
 - Coordinating ad hoc requests from the DOTI/IPM management team and Database PM.
 - Responding to and investigating software bug reports
 - Writing and responding to Database-related emails
- **TaskMaster.** Consultant maintains a proprietary in-house task management system, named TaskMaster, which tracks the inception, progress, and completion of every Database request that comes from DOTI/IPM. This system tracks tasks, priority, personnel assignments (DataOne and DOTI/IPM), comments, and hours worked on all requests from the City. Comprehensive monthly invoicing and status reports are prepared using this system. TaskMaster is on-line and available at all times to the DOTI/IPM project manager to login and review any and all current, future, and past tasks assigned to the Database.
- **Weekly DOTI/IPM Project Manager meetings** with Consultant. The DOTI/IPM project manager will host and coordinate weekly meetings. Consultant will receive guidance, direction, and priority for new and existing tasks regarding the Database. Assume one hour for these meetings, plus DataOne PM time to prepare and subsequently follow up on items discussed during the meetings.
- **Weekly DataOne internal developer meetings.** The Consultant will hold regular weekly internal meetings. These meetings are focused on individual consultant task assignments along with development, testing, and deployment to the live Database. Assume one hour for these meetings, plus PM time to prepare and follow up.
- **Monthly DOTI/IPM Management Team meetings** with DataOne. These meetings are used by the Consultant to showcase recent database developments and field comments and requests from the entire DOTI/IPM management team. The Consultant will generally spend prep and follow up time for these meetings.
- **Anticipated Major Database Development Efforts**
 - All future extensions and enhancements requested by DOTI/IPM management
 - Increased integration with Masterworks
 - Remove Price Check Queries and replace with Bid Item Price Check
 - SDMP revamp
 - Convert all legacy WCPMIS/RSS projects to RSS schedules and date tracking. Remove legacy (circa 1996) date tracking from database.
 - Enhanced cost history reporting using SQL temporal tables
 - Enhanced and expanded RSS template and schedule design and maintenance
 - Combine WCPMIS and RSS web sites into a single application
 - Consider removing the WCPMIS Orders subsystem

Database Management and Support

- Consultant provides quarterly Database backups to the DOTI/IPM project manager.



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- Consultant adds new DOTI/IPM employees to the Database login process.
- Consultant provides ongoing database administrator support in the form of and not limited to:
 - Code optimization when speed bottlenecks are perceived
 - Immediate investigation and analysis when Database errors are reported
 - Maintaining nightly jobs database, keeping data warehouse current

EXHIBIT B-1



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720-301-0479

Rate Sheet

The contract extension will operate under this rate sheet:

Resource Type	Hourly Rate
James Pilcher, data analyst, project designer, database administrator, principal	\$160
Alexander Korolev, Senior .NET web programmer / analyst	\$155
Senior SQL database programmer (as needed)	\$120
Junior .NET web programmer (as needed)	\$95
Junior SQL database programmer (as needed)	\$90
Software tester (as needed)	\$55