

SECOND AMENDATORY AGREEMENT

(Real Estate Right of Way Services – On call)

This **SECOND AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ATKINSREALIS USA INC.**, a Florida corporation (f/k/a Atkins North America, Inc.), registered to conduct business in Colorado, whose office address is 4600 South Ulster Street, Ste 1100, Denver, Colorado 80237 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement (Real Estate Right of Way Services - On Call) dated December 18, 2015, and an Amendatory Agreement dated October 26, 2020 (collectively, the “Agreement”) for right-of-way acquisition projects on an as needed, on-call basis.

B. The Parties wish to amend the Agreement to extend the term, , update paragraph 6-Examination of Records, update paragraph 18-Notices, update paragraph 20-Governing Law; Venue, updated paragraph 21-No Discrimination in Employment, update paragraph 28-No Employment of Illegal Aliens, add paragraph 33-Compliance with Denver Wage Laws, and update the hourly pricing/rates exhibit.

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

1. Section 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **October 1, 2015**, and will expire on **December 31, 2030** (the “Term”). The Term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.c below.”

2. Section 6 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**6. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

3. Section 18 of the Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

“**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, With a copy of any such notice to:

Atkinsrealis USA, Inc.
4030 West Boy Scout Blvd., Suite 700
Tampa, Florida 33607

and if to the City at:

Director, Division of Real Estate or Designee

201 West Colfax Ave., Dept. 1010
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

4. Section 20 of the Agreement entitled “**GOVERNING VENUE/:**” is hereby deleted in its entirety and replaced with:

“**20. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

5. Section 21 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is hereby deleted in its entirety and replaced with:

“**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income,

military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

6. Section 28 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“28. [RESCINDED.]”

7. Section 33 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“33. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

8. **Exhibit B, Hourly Rate Schedule** is hereby deleted in its entirety and replaced with **Exhibit B-1, Hourly Pricing/Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

10. This Second Amendatory Agreement 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.

Contract Control Number: FINAN-202580289-02|201523942-02
Contractor Name: ATKINSREALIS USA 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202580289-02|201523942-02
ATKINSREALIS USA INC.

By:  _____

Name: Scott Richrath
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By:  _____

Name: Scott Reed
(please print)

Title: Division Manager
(please print)

EXHIBIT B-1

PRIME TEAM MEMBERS

Prime: AtkinsRéalis USA, Inc.

List ALL potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e., Project Manager). Provide additional sheets as necessary.

		BLEND 2026-2030
Title/Classification	Responsibilities	Rate / Hr.
RIGHT OF WAY TEAM		
ROW Project Director III	Manages complex and unconventional technology or delivery systems for significant projects or portions of a program. Provides leadership, direction, and technical guidance to managers.	\$ 320.00
ROW Project Director II	Manages complex and unconventional technology or delivery systems for multiple significant projects. Provides leadership, direction, and technical guidance to managers.	\$ 290.00
ROW Project Director I	Manages complex and unconventional technology or delivery systems for a single significant project. Provides direction, and technical guidance to managers.	\$ 260.00
ROW Project Manager III	Provides professional and project management expertise in the direction of highly unconventional projects requiring multiple technical units.	\$ 230.00
ROW Project Manager II	Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects.	\$ 215.00
ROW Project Manager I	Applies technical expertise and project management experience to manage project teams on conventional projects.	\$ 205.00
Sr. ROW Agent III	Applies technical competency and project production experience to manage project teams and tasks on conventional, non-complex and smaller projects.	\$ 190.00
Sr. ROW Agent II	Provides expertise of a seasoned ROW Agent to all conventional aspects of functional area and applies advanced concepts and techniques to address unconventional problems/issues.	\$ 175.00
Sr. ROW Agent I	Applies full competency in conventional ROW work and broad knowledge of processes and procedures in specialty area.	\$ 155.00
ROW Agent III	Under supervision, applies technical professional proficiency to coordinate and communicate project activities, and prepare/deliver project related documentation.	\$ 140.00
ROW Agent II	Under supervision, performs ROW Agent duties while developing professional proficiency.	\$ 125.00
ROW Agent I	Under supervision, performs routine ROW Agent duties while developing professional proficiency.	\$ 115.00
ROW Technician	Under supervision, performs routine ROW Technician duties to develop professional proficiency.	\$ 110.00
LABOR CATEGORIES FOR PROJECT OVERSIGHT & CONTRACT MANAGEMENT		
Principal	Manages, directs and controls the operations of a large operating unit of the firm. Provides leadership, direction and guidance to managers.	\$ 350.00
Division Manager	Manages the operations of a Division of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$ 330.00
Group Manager II	Supervises the staff and work production of a large technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$ 270.00
Operations Coordinator	Provide administrative and operations support to the manager of a large technical operating unit. Act as extension of manager's authority in administrative matters.	\$ 145.00
Technical Coordinator	technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$ 130.00
Sr. Project Assistant	Provide project-related administrative support of a complex and confidential nature. Relieve Project Manager and staff of routine administrative matters.	\$ 110.00
Project Assistant	Provide routine administrative support under project-related work.	\$ 100.00

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates and will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.