

**AMENDMENT #1 TO
ON-CALL TECHNICAL AND ENGINEERING SERVICES AGREEMENT**

THIS AMENDMENT #1 TO ON-CALL TECHNICAL AND ENGINEERING SERVICES 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 **COLORADO SCHOOL OF MINES**, a public institution of higher education created under the Constitution and Law of the State of Colorado (the “University” 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 On-Call Technical and Engineering Services Agreement, dated July 26, 2022, providing for the provision of certain technical and professional services by the University for the City (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement to extend the term of the Agreement and to 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. Hourly Billing Rates. The Parties have agreed to new hourly billing rates for the basic services referenced in Section 3 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.

2. Term. The first sentence of Section 4.01 of the Agreement is hereby revised to read as follows:

The initial term of this Agreement shall commence **July 1, 2022** and shall end **June 30, 2027**; provided, however, that any work in progress that was initiated during the term of this Agreement shall continue and be paid for hereunder until the completion thereof.

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

4. 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.

5. 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: DOTI-202476546-01 [202262798-01]
Contractor Name: COLORADO SCHOOL OF MINES

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

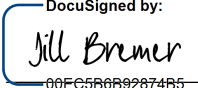
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202476546-01 [202262798-01]
COLORADO SCHOOL OF MINES

By:  _____
00EC5B6B92674B5...

Name: Jill Bremer
(please print)

Title: Asst Director of Pre-Award
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1

Hourly Rate Sheet

Colorado School of Mines DOTI Rate Sheet

Title	Daily Rate	Hourly Rate	Fringe rate (%)	Total Rate (off campus)	Total Rate (on campus)	Unit of Rate
Principal Investigator	\$ 1,092	NA	43.8	\$ 1,978	\$ 2,378	day
Faculty 1	\$ 595	NA	40.6	\$ 1,054	\$ 1,268	day
Faculty 2	\$ 487	NA	40.6	\$ 863	\$ 1,037	day
Faculty 3	\$ 379	NA	40.6	\$ 671	\$ 807	day
Center Administrator	\$ 250	NA	35.1	\$ 425	\$ 511	day
Research staff 1	\$ 308	NA	32.3	\$ 513	\$ 617	day
Research staff 2	\$ 269	NA	32.3	\$ 449	\$ 540	day
Research staff 3	\$ 231	NA	32.3	\$ 385	\$ 463	day
Hourly student 1	NA	\$ 18	0	\$ 23	\$ 27	hour
Hourly student 2	NA	\$ 20	0	\$ 25	\$ 30	hour
Hourly student 3	NA	\$ 22	0	\$ 28	\$ 33	hour
Hourly student 4	NA	\$ 24	0	\$ 30	\$ 36	hour
Hourly student 5	NA	\$ 26	0	\$ 33	\$ 39	hour

*off campus research overhead rate = 26%; on campus research overhead rate = 51.5%

off campus is used when more than 50% of the research is performed off campus