AMENDMENT TO ON-CALL TECHNICAL AND ENGINEERING SERVICES AGREEMENT

THIS AMENDMENT 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 THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate, for and on behalf of the University of Colorado Denver, 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 11, 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. <u>Hourly Billing Rates</u>. The Parties have agreed to new hourly billing rates for the basic services refered in Section 3 of the Agreement. The new rate sheet is attached to this Amendment as <u>Exhibit B-1</u>. From and after the Effective Date of this Amendment, all references to <u>Exhibit B</u> in the Agreement shall be deemed to refer to <u>Exhibit B-1</u> 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. <u>Execution</u>. 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]

IN WITNESS WHEREOF, the parties have set Denver, Colorado as of:	their hands and affixed their seals at
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-202476547-01 [202262800-01] UNIVERSITY OF COLORADO AT DENVER

Contract Control Number: Contractor Name:

DOTI-202476547-01 [202262800-01] UNIVERSITY OF COLORADO AT DENVER

By:	Mike Conner					
Name	Mike Conner (please print)					
Title:	Sr. Contracts Associate (please print)					
	December 18, 2024					
ATTEST: [if required] By:						
Name	(please print)					
Title:	(please print)					

EXHIBIT B-1

Hourly Rate Sheet

Title	Hou	rly rate	Fringe rate	Overhead rate	Tot	tal budget rate
Kevin Rens	\$	99.60	29.54%	26%	\$	162.57
Caroline Clevenger	\$	81.58	29.54%	26%	\$	133.16
Graduate student 1	\$	18.29	1.03%	26%	\$	23.28
Graduate student 2	\$	19	1.03%	26%	\$	24.19
Graduate student 3	\$	20	1.03%	26%	\$	25.46
Graduate student 4	\$	21	1.03%	26%	\$	26.73
Graduate student 5	\$	22	1.03%	26%	\$	28.01
Graduate student 6	\$	23	1.03%	26%	\$	29.28
Graduate student 7	\$	24	1.03%	26%	\$	30.55
Graduate student 8	\$	25	1.03%	26%	\$	31.82
Graduate student 9	\$	26	1.03%	26%	\$	33.10
Graduate student 10	\$	27	1.03%	26%	\$	34.37
Graduate student 11	\$	28	1.03%	26%	\$	35.64
Graduate student 12	\$	29	1.03%	26%	\$	36.92
Graduate student 13	\$	30	1.03%	26%	\$	38.19
Graduate student 14	\$	31	1.03%	26%	\$	39.46
Graduate student 15	\$	32	1.03%	26%	\$	40.74
Graduate student 16	\$	33	1.03%	26%	\$	42.01
Undergraduate student 1	\$	18.29	1.03%	26%	\$	23.28
Undergraduate student 2	\$	19	1.03%	26%	\$	24.19
Undergraduate student 3	\$	20	1.03%	26%	\$	25.46
Undergraduate student 4	\$	21	1.03%	26%	\$	26.73
Undergraduate student 5	\$	22	1.03%	26%	\$	28.01
Undergraduate student 6	\$	23	1.03%	26%	\$	29.28
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