

## SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MATRIX DESIGN GROUP, INC.**, a Colorado corporation, whose address is 1601 Blake Street, Suite 200, Denver, Colorado 80202 (the “Consultant”), jointly the “Parties.”

### RECITALS:

**A.** The Parties entered into an On-Call Engineering Services Agreement executed on or about February 14, 2017, and an Amendatory Agreement dated August 9, 2019, (collectively, the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

**B.** Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and the Parties further desire to amend the Agreement to extend the term of the Agreement one year and add compensation in the amount of ONE MILLION DOLLARS (\$1,000,000.00) to the Agreement for the purpose of business continuity.

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

**1.** All references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibit B and B-1...” as applicable. The hourly rate schedules marked as Exhibit B-1 attached to this Amendatory Agreement is hereby incorporated by reference. The new rates shall be effective at time of amendment execution and shall only apply to new task orders issued after amendment execution.

**2.** All references to “...Exhibit C...” in the Agreement shall be amended to read: “...Exhibit C and C-1...” as applicable. The key professional personnel marked as Exhibit C-1 attached to this Amendatory Agreement is hereby incorporated by reference.

**3.** Section 3 entitled “**COMPENSATION, PAYMENT, AND FUNDING**” is amended to read as follows:

#### “**3.05 Maximum Contract Amount; Funding.**”

- (a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **SEVEN MILLION DOLLARS AND NO CENTS (\$7,000,000.00)**. In no event shall the maximum payment to the

Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

4. Section 4 of the Agreement entitled “**TERM AND TERMINATION**” is amended to read as follows:

“**4.01 Term:** The term of this Agreement shall commence on February 15, 2017, and shall expire on February 14, 2022, unless sooner terminated or extended by written amendment. The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Manager. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.”

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

6. 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.

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**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

PWADM-201950782-02 [201631679-02]  
MATRIX DESIGN GROUP, 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:

\_\_\_\_\_

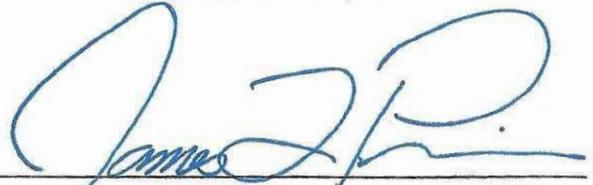
\_\_\_\_\_

By:

\_\_\_\_\_

Contract Control Number:  
Contractor Name:

PWADM-201950782-02 [201631679-02]  
MATRIX DESIGN GROUP, INC.

By: 

Name: JAMES L PRICE  
(please print)

Title: EXE VICE PRESIDENT  
(please print)

ATTEST: [if required]

By: 

Name: Kimberly D Kindig  
(please print)

Title: Exec Administrator  
(please print)

# Exhibit B-1

**ATTACHMENT 2**  
**CONSULTANT TEAM MEMBERS**

**FIRM NAME:** Matrix Design Group

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List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Principal engineer responsible for contractual requirements of the firm	\$255.00
Exec. Vice President	Senior engineer responsible for contractual requirements of the firm	\$240.00
Senior Vice President	Senior project manager with over 20 years of experience	\$215.00
Vice President	Project manager with over 15 years of experience	\$205.00
Principal/Associate Planner	Senior project manager with over 20 years of planning experience	\$205.00
Executive Associate	Engineering manager with over 15 years of experience	\$190.00
Senior Associate	Licensed engineer or planner with over 20 years of experience	\$175.00
Associate	Project manager, engineer or scientist	\$165.00
Senior Consultant	Project manager engineer or planner with 15 years of experience	\$150.00
Director of Survey Services	Survey Department Manager	\$150.00
Environmental Manager	Senior Environmental project manager/scientist	\$190.00
Environmental Scientist	Environmental scientist with 10-15 years of experience	\$140.00
Consultant III	Engineer or planner with 10-15 years of experience	\$125.00
Consultant II	Engineer or planner with 5-10 years of experience	\$115.00
Consultant I	Engineer or planner with 0-5 years of experience	\$100.00
Professional III	Manager of GIS services	\$130.00
Professional II	GIS specialist with over 10 years of experience	\$110.00
Professional I	GIS specialist with 5-10 years of experience	\$90.00
GIS Technician I	GIS specialist with 0-5 years of experience	\$80.00
Lead CAD Designer	CAD designer with over 15 year of experience	\$135.00
Sr. CAD Designer	CAD designer with over 10 years of experience	\$125.00
CAD Technician II	CAD designer with 5-10 years of experience	\$110.00

CAD Technician I	CAD designer with 0-5 years of experience	\$100.00
Sr. Project Accountant	Project accountant with over 10 years of experience	\$120.00
Project Accountant II	Project accountant with 5-10 years of experience	\$100.00
Project Accountant I	Project accountant with 0-5 years of experience	\$90.00
Administrative Manager	Manager of Administrative staff	\$95.00
Sr. Administrative Assistant	Administrative assistant with over 10 years of experience	\$90.00
Administrative Assistant II	Administrative assistant with 5-10 years of experience	\$75.00
Administrative Assistant I	Administrative assistant with 0-5 years of experience	\$60.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

Safety Manager		\$94.50
Quality Engineer I	Quality Engineer w/ 1+ years of experience	\$61.70
Senior Quality Manager	Quality Manager w/ 10+ years of experience	\$113.90
Project Administrative Assistant	Administrative assistant for project w/ 1+ years of experience	\$45.80
Administrative Assistant	Administrative assistant w/ 1+ years of experience	\$46.80
Executive Assistant	Administrative assistant w/ 5+ years of experience	\$62.90
Senior Surveyor	Senior construction surveyor	\$77.20
Community Participation Specialist	Public involvement specialist	\$53.30

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: \_\_\_\_\_

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**ATTACHMENT 2**  
**SUB-CONSULTANT TEAM MEMBERS**

**FIRM NAME:** Fox Tuttle Hernandez Transportation Group, LLC

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project QA/QC, Technical advisor	\$180.00
Principal	Project QA/QC, Technical advisor, design, analysis	\$170.00
Principal	Stakeholder involvement, Consensus building	\$170.00
Senior Associate	Project management, planning and design, analysis, graphics	\$150.00
Senior Transportation Engineer	Project management, planning, engineering design and analysis	\$150.00
Senior Transportation Planner	Project management, planning and design, analysis, graphics	\$140.00
Transportation Planner	Planning and design, graphics	\$95.00
Administrative	Administrative tasks	\$70.00
Field Technician	Field data gathering	\$60.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:   2  

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**ATTACHMENT 2**  
**SUB-CONSULTANT TEAM MEMBERS**

**FIRM NAME:** Bohannon Huston, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Engineer 6	Site Development, Civil, H&H, Design Review	\$205.00
Engineering Technician 7	CAD/Programming Support	\$135.00
Programmer/Analyst 4	CAD/Programming Support	\$155.00
Engineer 3	Civil, Drainage, Site Development, Design Review	\$125.00
Engineering Technician 5	CAD and Drafting Support	\$100.00
Engineer 7	Principal, Structural Engineering Manager	\$235.00
Engineer 4	Structural Engineering	\$145.00
Engineer 4	Hydraulics and Hydrology	\$145.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85

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**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Clanton & Associates, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal	Professional Engineer / QAQC	\$260.00
Principal	Professional Engineer / Project Management / Day to Day Contact	\$180.00
Senior Engineer	Electrical Design and Engineering	\$115.00
Senior Designer	Lighting Design / Project Management	\$115.00
Engineer	Project Support	\$95.00
Designer	Project Support	\$95.00
Intern	Project Support	\$80.00
Production Manager	CADD Production / Deliverables Management	\$115.00
Senior CADD Technician	CADD Production	\$95.00
CADD Technician	CADD Production	\$70.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.479

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- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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**ATTACHMENT 2**  
**CONSULTANT TEAM MEMBERS**

**FIRM NAME:** H.C. Peck & Associates, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Overall project management; acquisition of property rights	149
Sr. Project Mgr.	Day to day project management; acquisition	128
Project Mgr.	Day to day project management; acquisition	117
Sr. ROW Agent	Acquisition	107
ROW Agent III	Acquisition	96
ROW Agent II	Acquisition; acquisition support	85
ROW Agent I	Acquisition; acquisition support	75
Support Staff	Acquisition support	64
Title Staff	Title work and curative; closings	118

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:   N/A  

- (1) Mileage: Reimbursable at the current IRS Business Rate **ONLY** when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
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**SUB-CONSULTANT TEAM MEMBERS**

**Firm Name:**                     **KLEINFELDER**                    

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Senior Program Manager		232
Principal Professional		185
Project Manager II		145
Project Controls Specialist		98
Administrative II		64

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 2.8

All reimbursable expenses are subject to the review and approval of the City. The additional expense of the Consultant reimbursable by the City shall include:

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**ATTACHMENT 2  
SUB-CONSULTANT TEAM MEMBERS**

**FIRM NAME: OV Consulting** \_\_\_\_\_

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project Management, outreach and engagement, planning, traffic engineering, transportation management, public relations	\$155
Senior Engineer	Transportation Engineering	\$125
Senior Planner	Transportation and related Planing	\$115
Planner	Transportation Planning, public engagement	\$105
Engineer	Transportation Engineering	\$105
GIS Analyst	GIS, data review	\$85
Graphic Designer	Graphic design, meeting materials, web-based materials	\$85
CAD Technician	CAD drafting	\$70
Clerical Administrative	Word processing and administrative organization	\$50

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: \_\_\_\_\_.

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## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal/ Executive Management	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/ Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$201
Project Manager II	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$179
Project Specialist	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$153
Project Engineer/ Scientist	Conducts data analysis and input, field data gathering, miscellaneous field services related to engineering, NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$ 127
Staff II Engineer/ Scientist	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, scientific data, noise or air measurements.	\$117
Staff I Technician/ Project Assistant	Data management and administrative support, maintain field equipment; administrative contract control.	\$94
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Field Technician/ Project Assistant	Maintain Field Equipment, Data Management	\$86
Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01.

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**REIMBURSABLE EXPENSES**

FIRM: Pinyon Environmental, Inc.

<b>EXPENSE OR SERVICE</b>	<b>RATE</b>	<b>BILLING RATE</b>
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar) (each)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Rental Vehicle	day	Cost
Field Visits (General Projects [e.g., Phase I ESA])	Day	\$50.00
Field Visits (Wetland/Biology)	Day	\$50.00
Soil Logging (During Drilling)	Boring	\$105.00
Monitoring Well Development	Well	\$55.00
Monitoring Well Sampling	Well	\$67.00
Asbestos Sampling Kit (Building Inspections)	Day	\$45.00
Asbestos Air Monitoring Kit	Day	\$110.00
<b>Pass Through Rate – Subcontractor Costs and Management</b>		
All Subcontracted Services	Cost	Cost
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Bonding Rate	2.2%	







*Attachment 2*

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Triunity Engineering & Management, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. **Do not list names of personnel, only titles (i.e. Project Manager).**

Title/Classification	Responsibilities	Rate/Hr.
Lead Utility Coordinator	Utility Coordination Lead	\$120.00
Support Utility Coordinator	Utility Coordination Support	\$107.00
Lead Electrical Engineer	Electrical and Systems Engineering Lead	\$243.00
Support Electrical Engineer	Electrical and Systems Engineering Support	\$165.00
ITS/Traffic Engineer	Traffic and ITS Design and Analysis	\$170.00
Drafter	CAD & Drafting Support	\$92.00
Project Manager	Project Management Functions	\$227.00
Construction Manager	Construction Phasing, Constructability Reviews, Scheduling	\$146.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$123.00
Civil/Structural Inspector Junior	Civil/Structural Field Inspections	\$105.00
Project Controls Manager	Project Management, Project Controls Lead	\$212.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$118.00
Administration Support	Administration and Clerical Support	\$78.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate:

Direct Labor X 2.161 X 1.1

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*Attachment 2*

**SUB-CONSULTANT TEAM MEMBERS**

Firm Name: Yeh and Associates, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Principal	Ensure project receives all needed support. Review schedule, budget.	\$200
Senior Project Manager	Responsible for day to day management of project.	\$160
Project Manager	Responsible for day to day management of limited scope projects.	\$135
Sr. Engineer/Geologist	Performs engineering/geological investigations.	\$115
Project Engineer/Geologist	Performs investigations, prepares reports.	\$100
Staff Engineer/Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$85
Engineer/Geologist Intern	Supports more senior geologists in investigations and evaluations.	\$60
Construction Project Manager	Performs construction inspection, submits daily reports, reviews specs.	\$130
Senior Field Inspector	Inspects construction, submits daily field reports.	\$105
Field Inspector	Provide construction inspection services, write field reports.	\$90
Senior Field Eng. Technician	Conducts tests on soils, concrete, asphalt. Is fully certified.	\$85
Field Eng. Technician	Samples and tests asphalt, concrete, aggregate, and soils.	\$68
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$85
Laboratory Technician	Conducts tests on soils, concrete, asphalt.	\$68
Graphics/CAD Specialist	Prepares conceptual studies and designs.	\$105
CAD Technician	Assists in preparing CAD designs.	\$65
Administrative Assistant	Composes and types correspondence; maintains file system.	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7699

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**ATTACHMENT 2**  
**SUB-CONSULTANT TEAM MEMBERS**

**FIRM NAME:** Zoeller Consulting

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles, (i.e. Project Manager).

Title/Classification	Responsibilities	Rate/Hr.
Owner	Oversee all PI and governmental relations	\$140
PI and Government Relations Specialist	Support PI and governmental relations	\$125
Logistical PI and Language Support	PI support and Spanish language needs	\$85
Administrative	Administrative support	\$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7699

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# Exhibit C-1





































