

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KCI TECHNOLOGIES, INC.**, a Maryland corporation registered to do business in Colorado, whose address is 7205 Gilpin Way, Denver, Colorado 80229.

RECITALS:

A. The Parties entered into an On Call Professional Services Agreement dated January 8, 2021 (the “Agreement”) to support the Department’s Project Delivery Administration on an "as needed" basis.

B. The Parties wish to amend the Agreement to replace “Exhibit B” with “Exhibit B-1”.

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

1. Exhibit B is deleted and replaced in its entirety with Exhibit B-1 which is attached to this Amendatory Agreement. All references to “Exhibit B” in the Agreement are deleted and replaced with “Exhibit B-1”.

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

3. This 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: DOTI-202158431-01[202056597-01]
Contractor Name: KCI Technologies, 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:

DOTI-202158431-01[202056597-01]
KCI Technologies, Inc.

By:  F17539B562AC42F

Name: Steve Ficker
(please print)
Title: Project Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1**CONSULTANT TEAM MEMBERS****PRIME CONSULTANT:** KCI Technologies, 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.
SUE Project Engineer	Reviewing project deliverables for accuracy, completeness, and compliance with ASCE 38-02 and Cities contract requirements	\$198.00
Colorado SUE Manager	Oversite of KCI's Subsurface Utility Engineering services and professional Utility Coordination projects throughout Colorado	\$227.19
SUE Senior PM	Responsible for all day-to-day Subsurface Utility Engineering activities while serving as the primary point of contact for the City.	\$137.01
SUE Operations Manager	Responsible for training Subsurface Utility Engineering field and office staff. Ensures SUE procedures and QA/QC processes are met throughout the entire project.	\$142.74
Utility Designer	Project engineering, utility design, conflict identification and resolution of utilities on small and large transportation projects.	\$240.15
Utility Project Manager	Utility design, conflict identification and resolution of utilities on small and large transportation projects.	\$180.27
SUE Project Manager	Supervises field technicians as they perform vacuum excavation tasks, geophysical locating devices and supports overall crew activities.	\$120.00
SUE Field Technician IV	Performs geophysical prospecting for locating underground utilities including the use of multi-frequency locating equipment and Ground Penetrating Radar (GPR) devices.	\$103.50
SUE Field Technician III	Performs vacuum excavation tasks, operates geophysical prospecting equipment to locating underground utilities and supports overall crew activities. Provides daily vacuum excavation crew supervision.	\$90.00
SUE Field Technician II	Performs vacuum excavation tasks, operates basic electromagnetic (EM) pipe and cable locating equipment for finding/locating underground utilities.	\$84.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0

Audited Overhead Rate is attached

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.

Attachment 5
CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: KCI Technologies, 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.
Utility Designer / CADD Drafter	Responsible for the development and completion of ASCE 38-02 compliance Utility Designating plans and Test Hole data sheets.	\$92.04
Survey Manager	Responsible for providing professional surveying services and QA/QC of MWBE surveying subconsultants processes and deliverables.	\$174.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0

Audited Overhead Rate is attached

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.

SUB-CONSULTANT TEAM MEMBERSFirm Name: HCL Engineering & Surveying

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). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Available to review projects or answer questions	\$225.00
Survey Manager	Manage overall survey project and team	\$160.00
Senior Project Surveyor	Supervise and perform office and/or field survey activities	\$130.00
Project Surveyor	Perform office and/or field survey activities	\$110.00
Senior CAD Technician	Supervise and develop CAD drawings	\$110.00
CAD Technician	Develop CAD drawings	\$ 90.00
Party Chief	Supervise field survey activities	\$135.00
Instrument Operator	Assist the party chief in obtaining accurate measurements	\$ 30.00
Utility Locator	Use instruments to locate utilities	\$135.00
Civil Manager	Manage civil team	\$160.00
Senior Project Engineer	Management and design responsibilities	\$135.00
Design Engineer II	Higher level design capabilities	\$110.00
Design Engineer I	Entry-level design	\$100.00
Technical Writer	Responsible for writing grants and reports	\$ 90.00
Administrative	Responsible for administrative tasks and reporting	\$ 50.00
Construction Manager	Manages any construction activities	\$125.00
Construction Inspector	Inspects construction activities and reports to const. mgr	\$100.00
Structural Manager	Manages structural projects	\$160.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.86.

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

SUB-CONSULTANT TEAM MEMBERSFirm Name: Legacy Traffic ManagementCategory: Traffic Control

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.
TCS	Responsible for on-site supervising, safety, and field contact.	\$88.75
Laborer	Assist TCS with equipment field set-ups & tear-downs	\$47.50
Flagger	Assist public and customer field staff with entering and exiting job site.	\$31.00
Project Manager	Oversee the overall success of the project such as scheduling of personnel and equipment availability.	\$95.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.95

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.