

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HARRIS KOCHER ENGINEERING GROUP, INC.**, a Colorado corporation, whose address is 1120 Lincoln St., Suite 1000, Denver, CO 80203 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 8, 2021 (the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A.

B. The Parties wish to amend the Agreement to extend the Term, and to make such other amendments herein set forth.

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 Exhibit B-1”. Exhibit B-1 is attached hereto and incorporated herein by this reference.

2. Section 4 of the Agreement entitled **TERM AND TERMINATION** Sub-section 4.01 entitled **Term** is amended to read as follows:

“**4.01. Term.** The term of this Agreement shall commence on January 15, 2021 and shall expire on January 14, 2026, 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 Director. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.”

3. Section 6 of the Agreement entitled **GENERAL PROVISIONS** Sub-section 6.06 entitled **No Discrimination in Employment** is hereby deleted in its entirety and replaced with:

“**6.06. No Discrimination in Employment:** In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.”

4. Section 6 of the Agreement entitled **GENERAL PROVISIONS** Sub-section 6.19 of the Agreement entitled **No Employment of Illegal Aliens to Perform Work Under the Agreement** is hereby deleted in its entirety.

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

6. 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202369345-01 [202056594-01]
Contractor Name: HARRIS KOCHER ENGINEERING 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:

DOTI-202369345-01 [202056594-01]
HARRIS KOCHER ENGINEERING GROUP, INC.

By:  DocuSigned by:
Steven Kocher
EE2AC2D257E147D...

Name: Steven Kocher
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

PRIME TEAM MEMBERS

Prime: Harris Kocher Engineering Group, Inc. DBA Harris Kocher Smith

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.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Manages Project Managers, firm resources, budget	\$ 230.00
Associate Principal	Manages Project Managers, firm resources, budget	\$ 205.00
Department Manager	Manages Project Managers, department resources, budget	\$ 190.00
Senior Project Manager	Licensed engineer responsible for project schedule and budget, project management	\$ 185.00
Project Manager	Licensed engineer responsible for project schedule and budget, project management	\$ 170.00
Senior Project Engineer	Licensed engineer responsible for engineering design of project, task assignments	\$ 160.00
Project Engineer	Engineer responsible for engineering design of project, task assignments	\$ 155.00
Design Engineer	Technical designer and draftsman	\$ 145.00
Engineering Technician	Draftsman	\$ 130.00
Engineering Intern	Engineer in training	\$ 85.00
Senior Utility Coordinator	Coordination of utility services for site	\$ 135.00
Utility Coordinator	Coordination of utility services for site	\$ 130.00
Construction Observer	Perform spot checks as required to confirm conformance	\$ 135.00
Survey Manager	Licensed surveyor in charge of management of projects and Survey Project Managers	\$ 185.00
Survey Project Manager	Licensed surveyor in charge of management of projects and budget	\$ 165.00
Construction Survey Manager	Management of survey construction staking projects	\$ 165.00
Project Surveyor	Management of SUE projects	\$ 140.00
1-Person Survey Crew	Survey field work	\$ 165.00
2-Person Survey Crew	Survey field work	\$ 220.00
Clerical	Clerical	\$ 115.00
SUE Manager	Management of SUE projects	\$ 175.00
SUE Operations Manager	Management of SUE projects	\$ 170.00
SUE Project Manager	Licensed engineer in charge of projects and budget	\$ 170.00

Exhibit B-1

SUE Project Engineer	Licensed engineer in charge of project tasks	\$ 155.00
SUE Engineer II	Engineer in charge of project mapping, report compilation	\$ 150.00
SUE Engineer I	Engineer in charge of project mapping, report compilation	\$ 145.00
SUE Coordinator	Coordination of SUE projects	\$ 150.00
SUE Supervisor	Supervision of SUE designation and test hole teams	\$ 145.00
Utility Mapping Tech II	Field or office-based technician responsible for data collection and/or mapping duties	\$ 145.00
Utility Mapping Tech I	Field or office-based technician responsible for data collection and/or mapping duties	\$ 140.00
Utility Designator	Field technician	\$ 135.00
Traffic Control Supervisor	Coordinates traffic control plans and supervises traffic control procedures	\$ 135.00

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 will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

Exhibit B-1

REIMBURSABLE EXPENSES

Prime: Harris Kocher Engineering Group, Inc. DBA Harris Kocher Smith

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.80 / each
Copies (8 1/2 x 14")	\$.80 / each
Red-line copies	\$.51 / S.F.
Reproducibles	\$.80 / page

Exhibit B-1

REIMBURSABLE EXPENSES

Sub: Diversified Underground, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
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