

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (“**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a municipal corporation of the State of Colorado, and **HUITT-ZOLLARS, INC.**, (the "**Consultant**"), a Texas corporation registered to do business in Colorado, whose address is 5430 Lyndon B. Johnson Fwy, Ste 1500, Dallas, TX 75240, US.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated July 14, 2023 (the “**Agreement**”) to provide architectural and engineering services; and

WHEREAS, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

1. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Rates**, attached and incorporated by reference herein. All references in the Original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

2. Section 2.07 (j) of the Agreement, entitled “Schematic Design or Planning Phase”, Subsection (1), is amended to read as follows:

“(j) Schematic Design or Planning Phase:

(1) The Consultant shall begin work on the Schematic Design or Planning Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager.”

3. Section 2.07 (k) of the Agreement, entitled “Design Development Phase”, Subsection (1), is amended to read as follows:

“(k) Design Development Phase:

(1) The Consultant shall begin with work on the Design Development Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager.”

4. Section 2.07 (I) of the Agreement, entitled “Construction Documents Phase”, Subsection (1), is amended to read as follows:

“(I) Construction Documents Phase:

(1) The Consultant shall begin with work on the Construction Documents Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager. The City’s review of the Design Development Documents, or the City’s failure to object to any element thereof, shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions therein.”

5. Section 3 of the Agreement, entitled “**COMPENSATION, PAYMENT, AND FUNDING**”, Subsection 3.05 (a) entitled “**Maximum Contract Amount; 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, which includes all categories selected under this Agreement, shall not exceed **SIX MILLION NINETY-TWO THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND NO CENTS (\$6,092,224.00)**. 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.”

6. Section 4 of the Agreement, entitled “**TERM AND TERMINATION**”, Subsection 4.01 entitled “**Term**”, is amended to read as follows:

“**4.01 Term.** The term of this Agreement shall commence on July 14, 2023 and expire, unless sooner terminated on July 13, 2028 (“**Term**”). 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.”

7. A new Subsection 6.29 entitled “**Value Engineering**”, is hereby being added to the Agreement to read as follows:

“**6.29 Value Engineering.** Prior to the completion of the Bidding Phase, the Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.”

8. A new Subsection 6.30 entitled “**Compliance with Denver Wage Laws**”, is hereby being added to the Agreement to read as follows:

“**6.30 Compliance with Denver Wage Laws.** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

10. 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-202582210-01 [202368010-01]
Contractor Name: HUITT-ZOLLARS, 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-202582210-01 [202368010-01]
HUITT-ZOLLARS, INC.

Signed by:
By: Wendy Amann
9A9TD40EDD2940E...

Name: wendy Amann
(please print)

Title: Vice-President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

PRIME TEAM MEMBERS

Prime: Huitt-Zollars, Inc.

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	Ensure firm resources are allocated to each task, coord with CCD PM as needed	\$ 390.00
Sr. Project Manager	Oversee multiple task orders, support project managers, and ensure coordination across disciplines and with CCD leadership	\$ 335.00
Project Manager	Coordinates with all disciplines required for each task order	\$ 240.00
Design Principal	Coordinates with all disciplines on design parameters, ensuring compliance with client requirements.	\$ 370.00
QA Manager	Coordinates quality plan and quality reviews of each needed discipline's plans/designs	\$ 390.00
QA Specialist	Prepare quality plan, provide quality reviews of plans/designs as required	\$ 345.00
Sr. Civil Engineer	Lead civil design, coord with project PM and design team	\$ 285.00
Sr. Structural Engineer	Lead structural design, coord with project PM and design team	\$ 255.00
Senior Mechanical Engineer	Lead mechanical design, coord with project PM and design team	\$ 295.00
Sr. Electrical Engineer	Lead electrical design, coord with project PM and design team	\$ 275.00
Sr. Plumbing Engineer	Lead plumbing design, coord with project PM and design team	\$ 260.00
Civil Engineer	Support lead engineer with design development and production of plans	\$ 220.00
Structural Engineer	Support lead engineer with design development and production of plans	\$ 205.00
Mechanical Engineer	Support lead engineer with design development and production of plans	\$ 250.00
Electrical Engineer	Support lead engineer with design development and production of plans	\$ 255.00
Plumbing Engineer	Support lead engineer with design development and production of plans	\$ 220.00
EIT	Provide support to the design team through basic tasks	\$ 150.00
Sr. Architect	Oversees architectural design, coordinates with project PM and project design team	\$ 270.00
Architect	Design of the project scope, coord with project design team	\$ 225.00

Architect Intern	Assists project architect with design elements, coord with project design team	\$ 160.00
Sr. NL Architect	Oversees production of architectural plans, coord with project design team	\$ 245.00
NL Architect	Production of architectural details, coord with project design team	\$ 190.00
Sr. Interior Designer	Interior design of renovation/new spaces, coord with project PM and design team	\$ 195.00
Interior Designer	Production of interior details	\$ 130.00
Senior Landscape Architect	Lead landscape design, coord with project PM and design team	\$ 255.00
Landscape Architect	Lead landscape design, coord with project PM and design team	\$ 160.00
Landscape Architect Intern	Lead landscape design, coord with project PM and design team	\$ 120.00
Sr. Designer	Provide senior-level design input and support across disciplines as needed	\$ 195.00
Designer	Provide design input and support across disciplines as needed	\$ 165.00
Sr. CADD Technician	Oversee CAD production efforts and ensure consistency and quality across design outputs	\$ 140.00
CADD Technician	Modeling of designs in computer as needed for each task, production of plans	\$ 110.00
Sr. Project Support	Assist project teams with administrative and coordination tasks to support project delivery	\$ 150.00
Project Support	Assist project teams with administrative and coordination tasks to support project delivery	\$ 130.00
Specification Writer	Develop and maintain technical specifications in coordination with design teams and project requirements.	\$ 165.00

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.

SUB-CONSULTANT

Firm Name: Goodbee & 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). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
President	Directs all aspects of the firm's operations	\$230
Principal	Directs all aspects of the firm's operations	\$230
Landscape Architect (Principal)	Leads and reviews technical work	\$180
Landscape Architect III	Leads and reviews technical work	\$160
Landscape Architect II	Leads and reviews technical work	\$150
Landscape Architect I	Leads and reviews technical work	\$140
Project Manager IV	Leads and reviews technical work	\$170
Project Manager III	Leads and reviews technical work	\$160
Project Manager II	Leads and reviews technical work	\$150
Project Manager I	Leads and reviews technical work	\$140
Designer III	Completes technical work under direction of a PM/LA	\$120
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
SUE Technician III	Leads and completes field work	\$130
SUE Technician II	Completes field work under direction of manager	\$110
SUE Technician I	Completes field work under direction of manager	\$90
Intern I	Supports tasks under direction of manager	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

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REIMBURSABLE EXPENSES

Sub: Goodbee & Associates, Inc.

The additional expense of the consultant reimbursable by the City shall include:

Actual cost of reproduction of drawings and specifications requested by the City.

Travel/transportation costs shall not be reimbursable by the City for Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>at cost</u> / each
Copies (8 1/2 x 14")	\$ <u>at cost</u> / each
Red-line copies	\$ <u>at cost</u> / each
Reproducibles	\$ <u>at cost</u> / each
Traffic control	\$ <u>at cost</u> / each
Potholing and restoration	\$ <u>at cost</u> / each
Utility Designating Supplies and Equipment (use fee)	\$190 per day
Survey Equipment (use fee)	\$100 per day

SUB TEAM MEMBERS

Sub: Group14 Engineering, PBC

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	Oversight and quality control	\$282
Service Director	Oversight and quality control, management	\$264
Team Leader, Sr. Engineer 3	Project management, general project oversight, technical leadership	\$232
Senior Project Manager 2, Senior Engineer 2	Project management, general project oversight	\$221
Senior Project Manager 1, Senior Engineer 1	Project management, general project oversight	\$199
Project Manager. 2, Engineer 4	Project management, general project oversight	\$179
Project Manager 1, Engineer 3	Consulting and technical support tasks	\$168
Engineer 2, Consultant 2	Consulting and technical support tasks	\$158
Engineer 1, Consultant 1, Field Technician 2	Technical support	\$143
Tech Support, Field Technician 1	Technical support	\$116

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.

REIMBURSABLE EXPENSES

Sub: Group14 – No reproduction costs or reimbursables

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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: MUNDUS BISHOP DESIGN, INC.

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	Oversight, QA QC, Project Lead	\$ 220.00
Project Manager	Project Management, Project Lead	\$ 172.00
Senior Landscape Architect	Design Lead, Project Lead	\$ 157.00
Senior Planner	Planning Lead, Project Lead	\$ 172.00
Landscape Architect	Planning and Design, GIS, CAD, Graphics, Specifications	\$ 116.00
Landscape Designer	Production, Renderings, CAD, GIS	\$ 102.00
Administrative	Invoicing, Office Administration	\$ 141.00
Clerical	Office and Project Administration	\$ 95.00

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.

REIMBURSABLE EXPENSES

Sub: MUNDUS BISHOP DESIGN, 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>
Copies (8 1/2 x 11")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page
GPS Rental	\$ 550.00 / week

REIMBURSABLE EXPENSES

Sub: NEM SPEC CONSULTING, LLC

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")	\$ <u>N/A</u> / each
Copies (8 1/2 x 14")	\$ <u>N/A</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

Schedule of Billing Rates for 2026

Firm Name: **San Engineering, LLC**

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Mgr.	Design / Management	\$195.00
Structural Engineering Mgr.	Design / Management	\$195.00
Group Manager	Design / Management / Coordination	\$195.00
Sr. Project Engineer	Design / Coordination	\$175.00
Staff Engineer	Design / Production	\$165.00
Sr. CAD/BIM Drafter	Drafting / Design / Production	\$155.00
Drafter	Drafting	\$140.00

Reimbursable Expenses

Firm Name: San Engineering, LLC

List of Expenses

Item	Charge Rate
Copies (8.5 x 11")	\$0.15/each
Copies (8.5 x 14")	\$0.25/each
Red-line copies	\$3.00/ S.F.
Reproducible Materials	\$25.00/page

REIMBURSABLE EXPENSES

Sub-Consultant: Sky to Ground LLC

The additional expenses of the consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications requested by the City.
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>\$.35</u> / each
Copies (8 1/2 x 14")	\$ <u>\$.75</u> / each
Red-line copies	\$ <u>\$.75</u> / S.F.
Reproducibles	\$ <u>\$.75</u> / page

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tami@TLHFire.com | 303.517.1775

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HOURLY RATES



Hourly Rates:

<i>Senior Professional Engineer</i>	\$350.00/hr
<i>Professional Engineer</i>	\$ 275.00/hr
<i>NICET 4</i>	\$ 275.00/hr
<i>Certified Plans Examiner</i>	\$ 275.00/hr
<i>Senior Project Engineer</i>	\$ 225.00/hr
<i>Project Engineer</i>	\$ 185.00/hr
<i>Engineer-In-Training</i>	\$ 155.00/hr
<i>Intern (when available)</i>	\$ 60.00/hr
<i>Deliveries, reproductions, and other direct costs</i>	at cost

I look forward to working with you,

Tami Lynn Holley, PE
Principal



SUB TEAM MEMBERS

Sub: Vermeulen’s, Inc.

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.
Senior Principal	Responsible for the final review/quality control of the cost estimate with the principal, attending key meetings, strategic procurement advice, and market conditions and forecasting.	\$350
Principal	Responsible for overseeing and reviewing all estimates before publication, high-level client support, facilitating cost reconciliation, and value engineering meetings.	\$320
Associate Principal	Responsible for overseeing and reviewing all estimates before publication, high-level client support, facilitating cost reconciliation, and value engineering meetings.	\$305
Senior Associate	Responsible for the overall scope of work, including all versions of the estimate from draft to final estimate at each design stage, review and reconciliation, value engineering meetings, and client support.	\$290
Associate	Responsible for the overall scope of work, including all versions of the estimate from draft to final estimate at each design stage, review and reconciliation, value engineering meetings, and client support.	\$260
Senior Project Manager/Team Lead	Responsible for the overall scope of work, including all versions of the estimate from draft to final estimate at each design stage, review and reconciliation, value engineering meetings, and client support.	\$230
Project Manager/Assistant Team Lead	Responsible for the overall scope of work, including all versions of the estimate from draft to final estimate at each design stage, review and reconciliation, value engineering meetings, and client support.	\$215
Senior Estimator	Provides insight into the logistics and complexity of each design stage through relevant experience and will work closely with the estimating staff on the project.	\$200
Estimator	Accurately take-off in OST and write up documents with assistance from senior staff.	\$170

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