

## 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 **COMMUNICATION INFRASTRUCTURE GROUP LLC**, a Colorado limited liability company, whose address is 1660 Lincoln St., Suite 1800, Denver, CO 80264 (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-202369334-01 [202056581-01]  
**Contractor Name:** Communication Infrastructure Group LLC

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:

\_\_\_\_\_

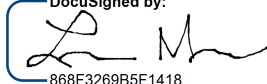
\_\_\_\_\_

By:

\_\_\_\_\_

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

DOTI-202369334-01 [202056581-01]  
Communication Infrastructure Group LLC

By:  \_\_\_\_\_  
868F3269B5F1418...

Name: Laurie Meza  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# Exhibit B-1

## SUB TEAM MEMBERS

Sub: Communication Infrastructure Group (CIG)

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	Executive Oversight	\$226
Chief Creative Officer	Creative Oversight	\$205
Senior Counselor	Executive Oversight	\$205
Sr. Strategic Director	Strategic Counsel	\$200
Counselor III	Project Oversight	\$179
Counselor I	Project Oversight and Coordination	\$148
Account Supervisor	Project Management	\$135
Creative Art Director	Creative Project Management and Graphic Design	\$132
Senior Associate	Project Management and Coordination	\$127
Associate Creative Director	Creative Projects Coordination and Graphic Design	\$121
Associate II	Mid-Level Project Management and Coordination	\$104
Graphic Design	Graphic Design	\$100
Web Designer	Web Design	\$88
Associate I	Project Support	\$88
Administrative	Administrative Support	\$84
Specialist	Entry-Level Project Support	\$71

## Exhibit B-1

Account Coordinator	Entry-Level Project Support	\$39

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

Sub: Communication Infrastructure Group (CIG)

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>.25</u> / each
Copies (8 1/2 x 14")	\$ <u>.25</u> / each
Red-line copies	\$ <u>      </u> / S.F.
Reproducibles	\$ <u>.25</u> / page

# Exhibit B-1

## SUB TEAM MEMBERS

Sub: Peak Consulting Group

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.
Engineering VP	Project management, technical advisory/QC	\$257.22
Environmental Manager	Task management and technical analysis and writing	\$198.55
Environmental Scientist III	Biological resource surveys, evaluations, and permitting	\$212.13
Environmental Specialist I	Research, data collection, report writing	\$121.04
Intern	Research, data collection,	\$65.15
Planner I	Research, data collection, report writing	\$87.43
Principal	Project and task management, technical advisory/QC	\$280.32
Project Controller II	Budget and schedule tracking and management	\$94.70
Project Controller IV	Budget and schedule tracking and management	\$196.70
Project Coordinator	Project administrative tasks and logistics	\$136.38
Project Coordinator III	Administrative, logistics, project coordination	\$160.62
Project Manager II	Project management	\$189.41
Project Manager III	Project management	\$203.98

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# Exhibit B-1

## REIMBURSABLE EXPENSES

Sub: Peak Consulting Group

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### Actual Costs

#### Item

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Reproducibles

#### Charge Rate

\$ 0.19 / each

\$ 0.25 / each

\$ NA / S.F.

\$ 0.30 / page

# Exhibit B-1

## SUB TEAM MEMBERS

Sub: TRIUNITY, 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.

<b>Title/Classification</b>	<b>Responsibilities</b>	<b>Rate/Hr.</b>
Executive Administration Support	Executive Administration and Clerical Support	\$100.00
Administration Support	Administration and Clerical Support	\$85.00
Civil Engineer Lead	Civil design	\$240.00
Civil Engineer 3	Civil design	\$185.00
Civil Engineer 2	Civil design	\$125.00
Civil Engineer 1	Civil design	\$100.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$190.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$150.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$140.00
Construction Manager Lead	Construction Management	\$255.00
Construction Manager 2	Construction Management	\$215.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$195.00
Construction Safety	Construction Field Safety	\$220.00
Document Control Specialist 2	Document Control Specialist	\$200.00
Document Control Specialist 1	Document Control Specialist	\$150.00
Document Control Support	Document Control Support	\$110.00
Drafting Lead	CAD & Drafting	\$145.00
Drafter 2	CAD & Drafting	\$130.00
Drafter 1	CAD & Drafting	\$115.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$240.00
Electrical Engineer 2	Electrical and Systems Engineering	\$180.00
Electrical Engineer 1	Electrical and Systems Engineering	\$150.00
Electrical Inspection Lead	Electrical Field Inspections	\$150.00
Electrical Inspection 2	Electrical Field Inspections	\$125.00

## Exhibit B-1

Electrical Inspection 1	Electrical Field Inspections	\$100.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$220.00
ITS/Traffic Engineer 3	Traffic and ITS Design and Analysis	\$165.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$125.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$100.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$90.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$270.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$235.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$190.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$160.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$140.00
Chief Estimator	Estimating	\$275.00
Estimator 2	Estimating	\$235.00
Estimator 1	Estimating	\$170.00
Project Manager Senior	Project Management Functions	\$290.00
Project Manager 3	Project Management Functions	\$275.00
Project Manager 2	Project Management Functions	\$220.00
Project Manager 1	Project Management Functions	\$165.00
Assistant Project Manager	Project Management Functions	\$125.00
Utility Coordinator Lead	Utility Coordination	\$225.00
Utility Coordinator 2	Utility Coordination	\$185.00
Utility Coordinator 1	Utility Coordination	\$140.00
Principal	Program Management Support and Oversight	\$335.00

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