

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 **COOVER-CLARK & ASSOCIATES, INC.**, (the "**Consultant**"), a Colorado corporation, whose address is 1936 Market St, Denver, CO 80202, 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 **FIVE MILLION EIGHT HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS AND FORTY-THREE CENTS (\$5,816,583.43)**. 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-202582206-01 [202368006-01]
Contractor Name: COOVER-CLARK & ASSOCIATES, 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

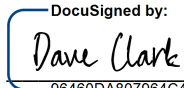
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202582206-01 [202368006-01]
COOVER-CLARK & ASSOCIATES, INC.

By:  _____
96460DA807964C4...

Name: Dave Clark
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

Attachment 2 – Consultant/Sub-Consultant Team Members

CONSULTANT TEAM MEMBERS

Prime Consultant: Coover-Clark & 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). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal in Charge		\$219.35
Project Manager		\$209.53
Project Architect III		\$197.59
Project Architect II		\$158.64
Project Designer		\$159.64
Interior Designer		\$99.76
Principal Planner		\$196.85
Senior Landscape Architect		\$200.14
CADD Manager		\$138.72
CADD Tech		\$95.78
Intern Architect		\$95.78
Specification Writer		\$140.27
Contract Administration		\$123.74
Administration Assistant		\$91.78

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproduction, 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 reproduces, 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.

REIMBURSABLE EXPENSES

Prime Consultant: Coover-Clark & Associates _____

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/transportation costs shall not be reimbursable by the City for Prime Consultant.

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")	\$.05 _____ / each
Copies (8 1/2 x 14")	\$.25 _____ / each
Red-line copies	\$.35 _____ / S.F.
Reproducibles	\$.07 _____ / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: SynEnergy LLC

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.
Engineer 1	Performs standard engineering work	\$109.10
Engineer 2	Performs standard engineering work	\$126.85
Engineer 3	Performs standard engineering work	\$138.68
Engineer 4	Provides work on specific objectives on engineering projects	\$157.53
Engineer 5	Provides work on specific objectives on engineering projects	\$177.02
Engineer 6	Manages activities of assigned projects	\$184.26
Engineer 7	Supervises, coordinates, reviews all work from lower levels	\$202.67
Engineer 8	Supervises, coordinates, reviews all work from lower levels	\$227.38
Director of Finance	Legal & Financial support tasks	\$233.95
Department Head	Provides overall support for entire team and project	\$260.78
Admin	Administrative duties and tasks	\$86.25

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.

REIMBURSABLE EXPENSES

Sub-Consultant: SynEnergy 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>2.50</u> / each
Copies (8 1/2 x 14")	\$ <u>3.50</u> / each
Red-line copies	\$ <u>5.00</u> / S.F.
Reproducibles	\$ <u>4.50</u> / page

REIMBURSABLE EXPENSES

Sub-Consultant: Specialized Engineering Solutions

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

*Please refer to attached Printing cost sheet

Printing Costs



www.specializedeng.com

LARGE FORMAT PRINTING

<i>Sheet Size</i>	<i>Square Feet Per Page</i>	<i>Cost Per Square Foot</i>	<i>Total Cost Per Page</i>
24" x 36"	6 sq. ft.	\$.31	\$1.86
30" x 42"	9 sq. ft.	\$.31	\$2.79

SMALL FORMAT

<i>Sheet Size</i>	<i>Total Cost Per Page</i>
8-1/2" x 11"	\$.09
11" x 17"	\$.18

COLOR SMALL FORMAT

<i>Sheet Size</i>	<i>Total Cost Per Page</i>
8-1/2" x 11"	\$.66

SUB-CONSULTANT TEAM MEMBERS

Shrewsberry & Associates, LLC

Sub-Consultant: _____

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.
Engineer 9 (Principal)	Principal In Charge. High level Conformance Review	\$ 376.77
Engineer 8 (Director)	Design Quality Assurance and Resource Management	\$ 295.88
Engineer 7 (Senior Manager)	Overall Project Management and Client Coordination	\$ 273.03
Engineer 6 (Project Manager)	Complex Design Tasks and Task Management	\$ 234.51
Engineer 5 (Project Engineer)	Complex Design Tasks and Design Assessments	\$ 187.71
Engineer 3 (Engineer)	Design Tasks and Studies	\$ 155.41
Engineer 1 (Engineer)	Various Task Assignments	\$ 135.98
Manager of Landscape Arch	Technical, Administrative, and Conformance Supervision	\$ 213.17
Senior Landscape Architect	Design Management and Staff Support	\$ 173.27
Landscape Architect III	Design Tasks and Assessments	\$ 129.99

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.

REIMBURSABLE EXPENSES

Sub-Consultant: Shrewsberry & Associates, 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")	\$ ⁰ _____ / each
Copies (8 1/2 x 14")	\$ ⁰ _____ / each
Red-line copies	\$ ⁰ _____ / S.F.
Reproducibles	\$ ⁰ _____ / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Integral Engineering Co.

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.
Managing Partner/ Principal	Supervise design personnel, Project Management	263.16
Senior Engineer/ Engineer VIII	Project Management, QA/QC, engineering	250.87
Senior Bridge Engineer	Design, calculations, QA/QC, drawing review	250.87
Engineer II	Design, calculations, drawing review	162.72
Drafting Supervisor	Lead BIM, model and drawing control, drafting	162.52
Project Accountant	Bookkeeping, invoicing, controller	137.98
Administrative Assistant	Document control, general assistance	125.59

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.

REIMBURSABLE EXPENSES

Sub-Consultant: Integral Engineering Co.

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>0.50</u> / each
Copies (8 1/2 x 14")	\$ <u>0.60</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

REIMBURSABLE EXPENSES

Sub-Consultant: D. L. Adams Associates, Inc.

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>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page

REIMBURSABLE EXPENSES

Sub-Consultant: HJSA Consulting 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>0.22</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>0.25</u> / S.F.
Reproducibles	\$ <u>0.86</u> / page

REIMBURSABLE EXPENSES

Sub-Consultant: Veritas Fire Engineering, Inc.

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

3. Actual cost of reproduction of drawings and specifications requested by the City.
4. Travel/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.10</u> / each
Copies (8 1/2 x 14")	\$ <u>0.10</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>N/A</u> / page

REIMBURSABLE EXPENSES

Sub-Consultant: Capstone, Inc.

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")	\$ 0.30 – 0.50 / each
Copies (8 1/2 x 14")	\$ 0.30 – 0.50 / each
Red-line copies	\$ 1.50 – 6.00 / S.F.
Reproducibles	\$ 9.00 – 40.00 / page

REIMBURSABLE EXPENSES

Sub-Consultant: ADA Compliance by Whiteley Consulting, 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>.05</u> / each
Copies (8 1/2 x 14")	\$ <u>.05</u> / each
Red-line copies	\$ <u>.85</u> / S.F.
Reproducibles	\$ <u>3.50</u> / page