

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 **TERRACON CONSULTANTS, INC.**, (the "**Consultant**"), a Delaware corporation registered to do business in Colorado, whose address is 10841 S. Ridgeview Rd. Olathe, KS 66061, US.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated July 12, 2023 (the “**Agreement**”) to provide 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 (l) 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 **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)**. 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-202582733-01 [202368027-01]
Contractor Name: TERRACON CONSULTANTS, 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-202582733-01 [202368027-01]
TERRACON CONSULTANTS, INC.

By: ^{Signed by:} John Haas
F8CA19CD3514465...

Name: John Haas
(please print)

Title: Operations Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

SUB TEAM MEMBERS

Sub: Terracon Consultants, 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.
Subject Matter Expert/Sr. Consultant	provide specialized expertise as-needed for complex projects	\$315.00
Senior Architect/FAC Engineer	provide specialized expertise as-needed for complex projects	\$260.00
Principal/Department Manager	provide high-level expertise or additional resources	\$250.00
Senior Engineer, Senior PM, Certified Industrial Hygienist	provide senior level project management	\$225.00
Senior Geologist/Scientist/ Geophysicist	provide senior level field support, report development	\$210.00
Senior Industrial Hygienist, Certified Safety Professional, Project Architect	provide project support requiring certified professionals	\$210.00
Project Engineer	provide support requiring licensed engineering	\$200.00
Project Geologist/Scientist, Project Manager	provide project management on typical projects	\$185.00
Senior Staff Engineer	provide high-level field management/support, typical report preparation	\$170.00
Senior Staff Geologist/Scientist	provide high-level field management/support, typical report preparation	\$160.00
Staff Engineer/Architect, Industrial Hygienist/Asbestos Professional	provide field support, typical report preparation requiring certified professionals	\$150.00
Staff Geologist/Scientist/Geophysicist	provide field support, typical report preparation requiring certified professionals	\$145.00
Senior Administrative Staff	provide high-level invoicing, compliance coordination	\$140.00
Field Engineer/Geologist/Scientist/ Professional	provide field support	\$130.00
CWI, IFC, Wood Framing, Fireproofing Inspectors	provide certified field inspections for specialized scopes of work	\$130.00
CAD or GIS Operator/Engineering Draftsperson	provide CAD/GIS-related support as-needed	\$120.00
Asbestos/LBP Inspector/(CABI)/AMS/ Industrial Hygienist	provide sampling and oversight services in-field	\$110.00
Special Inspector	provide field inspections for specialized scopes of work	\$105.00
Administrative Staff	provide scheduling and accounts receivable/invoice support	\$95.00
Technician	provide field support	\$90.00

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: Terracon Consultants, 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

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Red-line copies

Reproducibles

Charge Rate

\$ N/A / each

\$ N/A / each

\$ N/A / S.F.

\$ N/A / page

REIMBURSABLE EXPENSES

Sub-Consultant: Cator, Ruma & Associates Commissioning Agents

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

As a local firm, CRA Cx will not incur any travel costs associated with these projects.

SUB-CONSULTANT TEAM MEMBERSFirm Name: Geocal, 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).

Title/Classification	Responsibilities	Rate/Hr.
Principal-In-Charge/Project Manager	Oversees contract execution and management, client interaction, overall quality management and document control, ensures systems and processes are in-place, commits resources, negotiates and signs agreements. Provides high-level expertise and oversees specific task orders that involve technical expertise in geotechnical engineering.	\$ 250.00
Senior Project Manager	Manages geotechnical engineering projects for budget and technical content, helps author reports with design recommendations, provides technical guidance for staff, and interacts with the client for clarifications or additions to the scope of work.	\$ 200.00
Construction Manager	Construction engineer that provides plan reviews, analysis and approval of drawings, design engineering review, resident engineer, reviews plans and documents prepared by others, reviews construction schedule and pay requests.	\$ 167.00
Project Engineer	Technical position to provide analyses and report preparation for pavements, structures, programming of lab tests, interpretation of results and providing recommendations to the client on design and construction issues related to geotechnical and materials engineering. Assists with cross-hole sonic logging, other sonic echo tests, PDA results, and other technical procedures to ensure quality. Registered PE to oversee construction inspection and materials testing.	\$ 140.00
Staff Engineer	Evaluates site characteristics, with respect to design and construction, identifies geohazards and mitigation procedures, assists with site subsurface investigations, laboratory analyses, engineering analyses, and report preparation.	\$ 120.00
Geologist	Conducts site subsurface investigations including staking borings, permitting, arranging drilling and traffic control subcontractors, logging borings, researching site geology, sampling soils, bedrock and groundwater, and assists with report preparation.	\$ 120.00
Operations Manager for Construction Services	Oversees construction quality services including inspections, materials testing, local agency documentation, checking resource allocation, calibration and field management.	\$ 135.00
Laboratory Manager	Oversees laboratory operations including AASHTO quality management, equipment calibration, training & records, and application of ASTM and AASHTO procedures for materials testing in the lab.	\$ 100.00
Construction Inspector	Provides onsite observations for traffic control, erosion control, material quantities, conformance with project design and specifications, and review of field test results, generally non-structural.	\$ 100.00
Senior Construction Inspector	Provides inspection of more complicated structures, batch plant inspections, pre-cast and post-tensioning inspections, masonry and grout placement, fire proofing, caisson and pile installations, mostly structural.	\$ 120.00
Materials Technician	Provides construction quality assurance testing, typically for soils, concrete, and asphalt, but could include masonry prisms, grout, mortar, or other construction materials. Works with the contractor to determine testing needs and schedule of activity.	\$ 90.00
Senior Materials Technician/Technician Supervisor	Provides review of quality assurance testing for soils, concrete, asphalt, and other materials, interfaces with client and aids in troubleshooting material issues, interprets test results for client. Schedules personnel, maintains resource allocation and assists with calibrations.	\$ 100.00

REIMBURSABLE EXPENSES

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

Geocal does NOT charge for reimbursable items.

SUB TEAM MEMBERSSub: HCL Engineering & Surveying

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	Program Manager	\$ 255.00
Manager of Civil	Technical QC/QC review and project coordination/drainage/water resources analysis and design.	\$ 235.00
Manager of Surveying	Oversight of the survey department.	\$ 235.00
Manager of Structural Engineering	Oversees structural engineering practice, providing technical leadership, team management, and strategic growth planning.	\$ 235.00
Senior Project Manager	Oversight of the civil, structural, or architectural department.	\$ 215.00
Project Manager	Design team coordination/plan review/transportation design.	\$ 200.00
Senior Project Engineer	Leads technical aspects of complex projects, coordinates multidisciplinary teams, and ensures deliverables meet codes and client needs.	\$ 180.00
Project Engineer	Drainage and water resources design and analysis/transportation design/technical specifications.	\$ 160.00
Design Engineer II	Responsible for roadway layout and geometric design, EOPC.	\$ 145.00
Design Engineer I	Assists in drainage calculations and transportation sheet production.	\$ 130.00
Senior CAD Technician	Develops survey sheets from field survey information for design purposes.	\$ 145.00
CAD Technician	Assists in plan production.	\$ 135.00
SUE Manager	Gathers all utility information and prepares SUE plan set.	\$ 205.00
Senior Project Surveyor	Prepares technical data and oversees the overall process of all field data processing for final deliverable, oversees QA/QC.	\$ 170.00
Project Surveyor	Manages survey production/survey QA/QC.	\$ 145.00
Utility Locator	Locates existing underground utilities.	\$ 145.00
Field Coordinator	Oversees all field survey operations.	\$ 165.00
Party Chief	Organizes the efficiency of the field survey crew, calculates and records field data, and reviews job specifications to determine the best course to complete the fieldwork.	\$ 165.00
Instrument operator	Early career surveyor subject to supervision by Party Chief	\$ 95.00
UAV Pilot	Conducts drone flights.	\$ 145.00
Administrative Support	Coordinates billing, client database, project filing system, HR management, MWBE program.	\$ 120.00

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: HCL Engineering & Surveying

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

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Reproducible	\$ <u> </u> N/A / page

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: VINE Laboratories, 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.
Administrative	Data reporting and report preparation Invoicing/billing	\$96
Professional Engineer	Supervises inspection and testing personal. Coordinates daily inspection and testing activities. Reviews and approves daily material test results. Identifies and documents discrepancies and assists in developing remedial actions. Prepares weekly QA/QC materials testing and inspection reports	\$256
Project Manager	Administers the QA/QC programs including staffing, inspections, and materials testing requirements. Evaluates the quality control activities including compliance with project	\$245
Inspector	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties	\$130
Certified Welding Inspector	Field Inspection/testing of soil subgrade preparation, asphalt, concrete, reinforcing steel, masonry, and spray-applied fireproofing. Construction observation of drilled caissons, driven piles, and other foundation elements. Laboratory testing for soil properties	\$147
Materials Engineer	Performs routine soils, aggregate, asphalt, and concrete field tests. Records test locations, specifications, and test data	\$99
Driller Lead	Leads drilling for subsurface explorations.	\$285
Driller Helper	Assist lead driller	\$180
Potholing Lead	responsible for operating hydrovac equipment	\$285
Potholing Helper	Assitant to Potholing Lead	\$180
Drilling Manager	Responsible for client communicaion, schedule field operations, determain appropriate equipment, manager budget, permitting and locating, and any required site meetings	\$175
Nuclear Gauge	Need to soild desity testing and daily charge when sued	\$70 per day
Drilling Support Truck	N/A	\$330 per day
Vehicle Allowance	N/A	\$70 per day
Misc. Supplies for Drilling (backfill, pvc pipe, etc.)	N/A	Cost plus 20%

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: _____

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.
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