

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 **MEAD AND HUNT, INC.**, a Wisconsin corporation registered to do business in Colorado, whose address is 1743 Wazee Street Suite 400, Denver, CO 80202 (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-202369359-01 [202056609-01]
Contractor Name: Mead and Hunt, 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

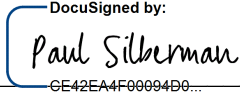
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202369359-01 [202056609-01]
Mead and Hunt, Inc.

By:  DocuSigned by:
Paul Silberman
GE42EA4F00094D0...

Name: Paul Silberman
(please print)

Title: Business Unit Leader
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

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: Mead & Hunt

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")	\$_____0.15_/ each
Copies (8 1/2 x 14")	\$_____0.20_/ each
Red-line copies	\$_____0.50_/ S.F.
Reproducibles	\$_____0.25_/ page

Exhibit B-1

SUB TEAM MEMBERS

Sub: Conzor Engineers, LLC - Previously Apex Design

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	Contract management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 248
Principal Engineer I	Project management, general project oversight, quality review, public involvement participation, business engagement, and project design troubleshooting.	\$ 232
Senior ITS Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for ITS engineering drawings, analysis, preparation of specifications and engineering estimates.	\$ 231
Senior Transportation Engineer III	Full responsibility for large, complex projects or a number of large projects. Provides direction for transportation engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 223
Senior Project Manager	Full responsibility for large, complex projects or a number of large projects. Provides direction for engineering drawings, analysis and report preparation, preparation of specifications and engineering estimates.	\$ 211
Principal Planner	Manages and performs technical tasks for complex projects or a number of large projects. Identifies and resolves problems as they arise. Provides direction for planning reports, analysis and report preparation, preparation of technical graphics and planning-level cost estimates.	\$ 206
Group Manager	Senior project management, construction oversight and manages teams. Creates and manages construction schedules; Performs pre-and post- installation field reviews; shares lessons learned from installations, manages integration and testing in field.	\$ 186
Senior Transportation Engineer II	Contract management and general project oversight. Applies standard engineering techniques and procedures, professional judgment to make modifications or execute complex features or solutions on projects.	\$ 186
Senior Planner III	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building. Provide technical guidance and leads tasks throughout project.	\$ 171
Senior Civil Engineer	Manages and performs technical tasks, preparation of engineering drawings, analysis, reports and specifications.	\$ 164
Senior ITS Engineer	Preparation of ITS engineering concepts, analysis, report preparation, design, and preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 165
Senior Planner II	Project management, applies planning methods and procedures, professional judgment to make modifications or provide solutions on multimodal transportation projects. Public outreach, stakeholder engagement and consensus building.	\$ 161
Senior ITS Specialist	Providing technical expertise for traffic and ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, estimates, and	\$ 152
Senior Transportation Engineer	Preparation of traffic and transportation engineering analysis, design, and report preparation, preparation of specifications and engineering estimates. Directs EIT work tasks.	\$ 155
Planner IV	Manages and supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation. Leads tasks associated with a <u>multimodal planning project</u> .	\$ 151
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 151

Exhibit B-1

CI Level E	Performs and supervises complex construction tasks. Performs project management activities. Technical knowledge of engineering specifications and constructions quality requirements. Design plans, specifications; typical details; cost estimating; remote	\$ 146
Transportation Engineer	Preparation of engineering drawings, analysis and report preparation.	\$ 143
Planner III	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 140
ITS Engineer	Preparation of engineering drawings, analysis and report preparation for ITS specific projects.	\$ 130
Transportation Engineer	Preparation of engineering drawings, analysis and report preparations.	\$ 130
ITS Construction Specialist	Providing field reconnaissance, remote support, design clarifications for ITS tasks, overseeing and delivering projects, field work, analysis, preparation of plans, specification, and estimates.	\$ 130
EIT IV	Preparation of engineering drawings, analysis and report preparation.	\$ 130
Planner I	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 114
CI Level D	Field reconnaissance; design plans, specifications; typical details; cost estimating; remote support; design clarifications; field revisions; as-builts. Performs and supervises	\$ 130
CI Level C	Performs and supervises construction tasks. Thorough technical knowledge of construction requirements and standards	\$ 120
Senior TIM Coordinator	Manage and/or staff traffic management center	\$ 114
Engineering Designer III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 111
CI Level B	Performs construction inspection and documentation.	\$ 108
Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 108
EIT III	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 108
EIT II	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 101
CI Level A	Performs general construction inspection and documentation. Entry Level	\$ 99
EIT	Performs engineering analysis, design and drafting assignments under the general direction of a licensed professional engineer.	\$ 95
Junior Transportation Planner	Supports preparation of technical analysis, data collection, GIS mapping, meeting and project graphics, and report preparation.	\$ 75
Intern	Performs data collection, analysis, and drafting assignments under the direction of professional staff	\$ 52
Project Administrator	Responsible for all accounting aspects of project.	\$ 138
Project Assistant	Performs word processing, report preparation, specifications, mailings and reproduction. Provides invoicing support and contract management.	\$ 93
Administrative Assistant	Performs word processing, report preparation, specifications, mailings and reproduction.	\$ 62
<p>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.</p>		

Exhibit B-1

SUB TEAM MEMBERS

Sub: 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 firm, department staffing, QA/QC procedures	\$230.00
Associate Principal	Manages firm, department staffing, QA/QC procedures	\$205.00
Dept 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

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: 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")	\$0.80/ each
Copies (8 1/2 x 14")	\$0.8/ each
Red-line copies	\$0.51/ S.F.
Reproducibles	\$0.80/ page

Exhibit B-1

SUB TEAM MEMBERS

Sub: OV Consulting

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	Project Management, Transportation Management, Mobility Planning, Design, Strategic Outreach	\$200
Project Manager	Project Management, Transportation & Urban Planning, Transportation Engineering	\$170
Senior Engineer	Transportation & Urban Engineering	\$165
Engineer II	Transportation & Urban Engineering	\$140
Engineer I	Transportation & Urban Engineering	\$125
Senior Planner	Transportation & Urban Planning	\$145
Planner II	Transportation & Urban Planning	\$130
Planner I	Transportation & Urban Planning	\$120
Planning Analyst	Analysis	\$95
GIS Analyst	GIS, Data Review	\$95
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD Drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$40
Intern	Varying support tasks	\$35

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: OV Consulting

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")

Charge Rate

\$ 0.20 / each Black/White, \$1.00
each Color

Copies (11 x 17")

\$ 2.00 / each

Large format plotter prints

\$ 6.00 / S.F.

Reproducibles

\$ 1.00 / 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

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: Peak Consulting Group

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

\$ 0.19 / each

\$ 0.25 / each

\$ NA / S.F.

\$ 0.30 / page

Exhibit B-1

SUB TEAM MEMBERS

Sub: Stolfus & Associates, 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	Directs all aspects of firm's operations	\$264
Professional Engineer 5	P.E. Licensed Project Engineer/Manager with over 20 years of experience with major responsibility for technical performance and project management depending on specific assignments.	\$231
Professional Engineer 3	P.E. Licensed Project Engineer/Manager with over 10 years of experience with responsibility for technical performance and project management depending on specific assignments.	\$210
Professional Engineer 2	P.E. Licensed Project Engineer with over 7 years of experience with responsibility for technical performance on projects.	\$183
Professional Engineer 1	P.E. Licensed Project Engineer with over 5 years of experience working under general supervision.	\$166
Engineering Intern 3	Entry-level engineer with 4 or more years of experience performing engineering assignments under the guidance of experienced engineers.	\$150
Engineering Intern 2	Entry-level engineer with 2 or more years of experience performing engineering assignments under the guidance of experienced engineers.	\$145
Engineering Intern 1	Entry-level engineer performing engineering assignments under the guidance of experienced engineers.	\$140
Engineering Student Intern	Project assignments under direction of engineering professionals.	\$84
Office Manager	Responsible for administrative aspect of support work.	\$113
Staff Accountant	Responsible for accounting, job cost, government compliance, and financial systems.	\$113
Administrative Assistant	Performs routine clerical/office support work.	\$86

Exhibit B-1

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: Stolfus & Associates, 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

Mileage at IRS Business Rate

Outside reproduction at cost

Other expenses at cost