

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 **CDR ASSOCIATES**, a Colorado Nonprofit corporation, whose address is 4696 Broadway St., Suite 1, Boulder, CO 80304 (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-202369333-01 [202056633-01]
Contractor Name: CDR ASSOCIATES

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-202369333-01 [202056633-01]
CDR ASSOCIATES

By:  _____
B2E3C52FA019412...

Name: Jeffrey Range
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

PRIME TEAM MEMBERS

Prime: CDR Associates

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	Facilitation, Strategic Advisor	225/hr
Senior Program Manager	Facilitation, Strategic Advisor	205/hr
Program Manager	Facilitation, Stakeholder Engagement	175/hr
Program Associate	Facilitation, Stakeholder Engagement	145/hr
Financial Advisor	Billing, Finances	195/hr

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: CDR Associates

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

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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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: Project Vision 21

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 consultant	Provides all consulting services	\$150.00

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Sub: Project Vision 21

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Reproducibles

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\$ 0 / each

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\$ 0 / page

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SUB TEAM MEMBERS

Sub: Studio Six Branding

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.
Creative Director	Oversee the creative team of designers, developers, photographers, strategists to ensure design criteria and objectives are met.	\$185
Marketing Strategist	Develop outreach campaign concepts, oversee media buying and media strategy. Project and client coordination. Social media campaign strategy.	\$185
Graphic Designer/s	Design integrated marketing and outreach campaigns including online, multimedia, video and traditional media including print and out-of-house.	\$160
Developer/s	Develop online campaigns, websites, email marketing, etc.	\$185
Photographer/s	Coordinate logistics, art direct, and photograph complex on-location shoots. Photo retouching and editing.	\$185
Videographer/s	Script development, storyboarding, filming, editing and compiling video. Music selection and graphic overlays.	\$185
Proofreader	Reviewing all documents that are presented to the clients in preparation for online or print publication.	\$85
Environmental Designer	Designing signage and large-scale environmental design projects. Capabilities include architectural design, 3D renderings and site furnishings.	\$185
Project Manager	Overseeing vendors, press checks, schedules and budgets.	\$185
Spanish Translator	Translating English into Spanish	.80/word

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Sub: Studio Six Branding

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<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.15</u> / each
Copies (8 1/2 x 14")	\$ <u>.17</u> / each
Red-line copies	\$ <u>N/A</u> / S.F.
Reproducibles	\$ <u>.15</u> / page