

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **INTEGRAL CONSULTING INC.**, a Washington corporation, authorized to conduct business in Colorado, whose address is 719 2nd Avenue, Suite 700, Seattle, Washington 98104 (the “Consultant”), jointly “the Parties”.

RECITALS

A. The Parties entered into an Agreement dated August 2, 2021, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the fee and maximum contract amount, update paragraph 7-Examination of Records, rescind paragraph 19-No Employment of Illegal Aliens, add paragraph 35-Compliance with Denver Wage Laws, and amend the schedule of rates exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subparagraph **a.** entitled “**Fee:**”, is hereby deleted in its entirety and replaced with:

“**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **THREE MILLION DOLLARS (\$3,000,000.00)** for fees, subject to adjustment by the City. Payment shall be by electronic funds transfer. Consultant reserves the right to suspend performance of the services until delinquent payments are received. Amounts billed may not exceed the rates set forth in **Exhibit B.**”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subparagraph **d.** entitled “**Maximum Contract Amount:**”, sub-subparagraph (1) is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s

maximum payment obligation will not exceed **THREE MILLION DOLLARS (\$3,000,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.”

3. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS:**”, is hereby deleted in its entirety and replaced with:

“7. **EXAMINATION OF RECORDS AND AUDITS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

4. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. **[RESCINDED.]**”

5. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is hereby deleted in its entirety and replaced with:

“22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.”

6. Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“**35. 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.”

7. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Schedule of Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

8. As herein amended, the Agreement is affirmed and ratified in each and every particular.

9. 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.

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Contract Control Number: ESEQD-202474034-01 / ENVHL-202158787-01
Contractor Name: INTEGRAL CONSULTING 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:

ESEQD-202474034-01 / ENVHL-202158787-01
INTEGRAL CONSULTING INC.

By:  _____
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Name: Chris Belknap
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT B-1 SCHEDULE OF RATES

HOURLY CHARGES

Principal 2	\$345	Associate	\$180
Principal 1	\$330	Technician 3	\$170
Technical Advisor	\$315	Technician 2	\$160
Senior Analyst 2	\$305	Technician 1	\$125
Senior Analyst 1	\$275	Publications Manager	\$185
Analyst 3	\$250	Technical Editor	\$170
Analyst 2	\$225	Project Specialist	\$155
Analyst 1	\$205	Specialty Software	\$15

OTHER CHARGES

- Subcontractor services, equipment, and materials are charged at cost plus 10%.
- Direct project expenses including general administration, long-distance telephone calls, online meetings, routine project conference calls, routine U.S. Postal Service and express mailings, and incidental printing and copying are charged at a flat rate of 6% of total direct labor charges.
- Large print and copy jobs produced in house (> 500 pp. total) are billed at a rate of \$0.10/page (8.5"×11") for black and white copies and \$1.00/page (8.5"×11") for color copies. Plotter use is billed at \$4.00/sq. ft. (bond) and \$7.00/sq. ft. (glossy).
- Field equipment is charged in accordance with Integral's standard rates. A schedule of equipment rates is available upon request. Health and safety costs for field activities are charged at a rate of \$50 per field day per individual.
- Travel/transportation and per diem costs are billed at cost plus 10%. Personal-owned vehicle mileage is billed in accordance with IRS guidelines at cost plus 10%.
- Licensing or subscription fees may apply to the acquisition or use of proprietary software.
- Literature acquisition, production services, shipping, and project purchases are charged at cost plus 10%.
- Permits and bonds are charged at cost plus 10%.
- Sales taxes are charged at the applicable rates.