

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 **PERKINS & WILL, INC.**, a Delaware corporation registered to do business in Colorado, whose address is 475 Lincoln Street, Ste. 100, Denver, Colorado 80203 (the "Consultant"), jointly ("the Parties").

RECITALS:

A. The Parties entered into On Call Design Services Agreement dated June 25, 2018 (the "Agreement") to support the Facilities Capital Project Management department of Public Works and other divisions as necessary on an "as needed" basis.

B. The Parties wish to amend the Agreement to extend the term.

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

1. Exhibit B is deleted and replaced in its entirety with Exhibit B-1 which is attached to this Amendatory Agreement. All references to "Exhibit B" in the Agreement are deleted and replaced with "Exhibit B-1."

2. Section 4 of the Agreement entitled **TERM AND TERMINATION** Sub-paragraph 4.01 entitled "**Term**" is amended to read as follows:

"4. **TERM AND TERMINATION:**

4.01 Term: The term of this Agreement shall commence on July 1, 2018 and shall expire on June 30, 2023, 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."

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

4. 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.

Contract Control Number: DOTI-202158151-01[201841395-01]
Contractor Name: PERKINS & WILL, 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-202158151-01[201841395-01]
PERKINS & WILL, INC.

By: 

Name: Donald Dethlefs, FAIA
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1
List of Key Personnel

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: Perkins&Will, 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/Design Review	Please refer to the “Staffing Plan” in Section “03 Team Organization and Approach” for a more in-depth description of the Principal In-Charge/Design Review’s responsibilities.	\$300.00
Principal/Project Designer	Please refer to the “Staffing Plan” in Section “03 Team Organization and Approach” for a more in-depth description of the Principal/Project Designer’s responsibilities.	\$231.00
Project Manager/Architect	Please refer to the “Staffing Plan” in Section “03 Team Organization and Approach” for a more in-depth description of the Project Manager/Architect’s responsibilities.	\$156.00
Project Coordinator/Design Team/Construction Administration	Please refer to the “Staffing Plan” in Section “03 Team Organization and Approach” for a more in-depth description of the Project Coordinator/Design Team/Construction Administration responsibilities.	\$108.00
Graphics/Rendering	Graphics/Rendering	\$90.00
Administrative	Invoicing, Clerical, Administrative	\$90.00
Senior Project Manger	Please refer to the “Staffing Plan” in Section “03 Team Organization and Approach” for a more in-depth description of the Senior Project Manager’s responsibilities.	\$156.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel 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.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Advanced Consulting Engineers 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.
Principal	Code consulting	170
Fire Protection Engineer	Code consulting	170

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5.

- All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:
- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to commute to a project outside the City and County of Denver Boundary.
 - (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products associated cost for shipping and handling. These reimbursable expenses pertain only to requests of the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by Consultant to complete the work.
 - (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in and architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.
 - (4) Other costs negotiated at the Task Order Level.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Ambient Energy, 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.
Principal	Leads, coordinates and reviews all deliverable from the Team throughout the project as needed. Client point of contact.	\$190 - \$210
Project Manager	Manages tasks to fee, writes proposals, manages staff. Client interface. Trains and mentors staff. Prepares billing.	\$145 - \$175
Commissioning Agent	Performs commissioning, monitored based commissioning, building envelop commissioning, energy audits.	\$110 - \$140
Building Performance Engineer	Demonstrated capabilities in energy modeling software and / or daylight analysis software, energy audits.	\$108 - \$130
Sustainability Consultant	Facitlates sustainabilty charrettes, sustainability facilitation, GHG calculations LCA analysis.	\$103 - \$125
Administrative Assistant	Ability to provide as needed project support to teams, billing coordinator, travel coordinator.	\$55 - \$65

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 287.22%.

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: The Ballard Group, 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.
Principal	Meetings, Setting Direction of Design, Quality Control	\$165.00
Senior Project Engineer	Meetings, Design, Site Visits	\$125.00
Project Engineer	Meetings, Design, Site Visits	\$100.00
CAD & Revit Operator	Picking up Redlines from Engineer	\$80.00
Clerical	Clerical	\$60.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: _____.

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Corey Electrical Engineering, 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.
Owner/Principal	Contract negotiation and project oversight	175.00
Professional Engineer	QA/QC, review and stamping of drawings	145.00
Project Manager	Project management, design and coordination	130.00
Project Engineer	Project management, design and coordination	115.00
CAD Drafter	AutoCAD production and support	90.00
Revit Specialist	Revit production and support	105.00
Administrative	Administrative production for the project requirements	65.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: _____.

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: **Gehring & Associates**

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/Mechanical	Engineering and Management	\$150.00
Project Manager/Design	Plumbing & HVAC Design and Management	\$115.00
Staff Engineer	HVAC Design Engineer	\$90.00
Electrical Engineer	Electrical Engineer	\$135.00
Project Engineer	Plumbing, HVAC & Electrical Engineering	\$115.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00.

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Martin/Martin, 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.
Principal	Engineer-of-Record/Quality Assurance	\$190.00
Associate	Project Management	\$165.00
Senior Project Engineer	Project Manager/Engineering	\$150.00
Project Engineer	Design Engineering	\$130.00
Professional Engineer	Design Engineering	\$120.00
Engineer-in-Training II	Design Engineering Tasks	\$110.00
Engineer-in-Training I	Design Engineering Tasks	\$100.00
Senior Designer	Design/Drawing Production	\$130.00
Designer	Design/Drawing Production	\$115.00
Technician III	Drawing Production	\$105.00
Technician II	Drawing Production	\$95.00
Technician I	Drawing Production	\$85.00
Professional Land Surveyor	Survey	\$120.00
Survey Technician I	Survey	\$85.00
Survey Crew (Two-Man)	Survey	\$190.00
Survey Crew (One-Man)	Survey	\$130.00
Administrative	Administrative Tasks	\$70.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.10.

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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- (4) Other costs negotiated at the Task Order Level.**

SUB-CONSULTANT TEAM MEMBERS

Firm Name: **Mundus Bishop Design, 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.
Principal	Project lead, oversight, quality assurance	\$165/hr
Project Manager	Project management	\$135/hr
Senior Landscape Architect	Planning and design	\$120/hr
Project Landscape Architect	Planning and design	\$ 95/hr
Landscape Designer	Production, renderings, specifications	\$ 85/hr
Graphics Technician	GIS, AutoCAD drawings, graphics	\$ 85/hr
Administrative	Clerical	\$ 70/hr

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.1 .

- All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:
- (1) Mileage: Reimbursable at the current IRS Business Rate **ONLY** when Consultant is required to commute to a project outside the City and County of Denver Boundary.
 - (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products associated cost for shipping and handling. These reimbursable expenses pertain only to requests of the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by Consultant to complete the work.
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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Rider Levett Bucknall

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). Consultant may copy this page or modify it to conform to the services being offered.

Title/Classification	Responsibilities	Rate/Hr.
Executive Vice President/Principal	Office Management / Project Oversight	\$197.00
Senior Project Manager/Scheduler	Project Management / Project Scheduling	\$178.00
Associate	Cost Estimating	\$152.00
Sr. Cost Manager/ Sr. Quantity Surveyor	Cost Estimating	\$132.00
Cost Manager/ Quantity Surveyor	Cost Estimating	\$126.00
Administrative Support	Office and Project Administrative Assistance	\$62.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.11

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
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SUB-CONSULTANT TEAM MEMBERS

Firm Name: San Engineering, 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.
Civil Engineering Mgr.	Design / Management	\$130.00
Struct. Engineering Mgr.	Design / Management	\$130.00
Sr. Project Engineer	Design / Management	\$120.00
Staff Engineer	Design / Production	\$115.00
Sr. CAD Drafter	Drafting / Design	\$105.00
Drafter	Drafting	\$95.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.53.

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

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- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in and architectural or engineering office (i.e. aerial photography) and which are provided especially under
- (4) Other costs negotiated at the Task Order Level.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Wrightson, Johnson, Haddon & Williams, 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.
Principal	Project oversight and management of project & team.	\$200-\$225/Hr.
Associate Principal	Project oversight and management in reference to their specialty.	\$200/Hr.
Senior Consultant	Provides consulting services for their particular specialty.	\$175-\$185/Hr.
Associate	Provides consulting services for their particular specialty.	\$185/Hr.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2 .

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