

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 **KUMAR AND ASSOCIATEES, INC.**, (the "**Consultant**"), a Colorado corporation, whose address is 2390 S. Lipan St, Denver, CO 80223, US.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated July 14, 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-202582730-01 [202368024-01]
Contractor Name: KUMAR AND ASSOCIATES, 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-202582730-01 [202368024-01]
KUMAR AND ASSOCIATES, INC.

By: Signed by:
Ryan Kumar
CC2B41E91CBE4D3..._____

Name: Ryan Kumar
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

Attachment 2 – Consultant/Sub-Consultant Team Members

CONSULTANT TEAM MEMBERS

Prime Consultant: Kumar & Associates, 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	Project Oversight, Contracts/Negotiations	\$235
Principal-in-Charge Senior Project Manager	Project Oversight, Geotechnical Report Review, Value Engineering, Attend Meetings, Budget Management	\$215
Senior Project Engineer	Coordinates and conducts geotechnical subsurface investigative programs, provides geotechnical report review and recommendations	\$180
Project Engineer	Preparation of geotechnical engineering reports, performs geotechnical engineering study/investigation(s), coordinates drilling procedures/scheduling	\$145
Staff Engineer	Performs analysis of field and laboratory data for generation of geotechnical recommendations	\$105
Field Engineer	Supervises drilling activities including logging and sampling of subsurface conditions	\$95
Exploration Manager	Coordinates drilling schedule and performs drilling procedures	\$100
Project Manager, Materials Testing	Project supervision, supervises/schedules field/engineering technicians, reviews test reports for accuracy, attends meetings, generates test reports based on laboratory test results	\$150
Lead Inspector	Performs field/engineering observation and materials testing	\$120
Senior Technician / Project Inspector	Performs field/engineering observation and materials testing	\$120
Technician III	Performs field/engineering observation and materials testing	\$80
Technician II	Performs field/engineering observation and materials testing	\$75
Technician I	Performs field observation and materials testing	\$70
Managing Scientist	Overall project management and staff allocation, report review	\$125
Project Scientist	Supervise staff scientists during Phase I and II ESAs, Asbestos inspections, and other field work, report preparation/review	\$120
Staff Scientist	Perform Phase I and II ESAs, Asbestos Inspections, and other field work, report preparation	\$100
CAD Drafter	Development of drawings/schematics, IT support	\$100
Word Processor/Clerical	Word processing of reports, filing/record keeping, & data entry	\$65

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

Prime Consultant: Kumar & Associates, 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/transportation costs shall not be reimbursable by the City for Prime Consultant.

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")	\$ <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

****See attached fee schedule for laboratory rates**



ENGINEERING AND FIELD TECHNICAL SERVICES

Principal Engineer.....	\$200.00 - \$250.00/hr.
Senior Project Engineer/Geologist/Manager.....	\$170.00 - \$225.00/hr.
Project Engineer/Geologist/Scientist.....	\$120.00 - \$190.00/hr.
Staff Engineer/Geologist/Scientist.....	\$90.00 - \$115.00/hr.
Project Supervisor.....	\$120.00 - \$160.00/hr.
Construction Inspector I.....	\$70.00 - \$95.00/hr.
Construction Inspector II.....	\$80.00 - \$125.00/hr.
Environmental Specialist/Scientist.....	\$90.00 - \$135.00/hr.
Environmental Field Technician/Geologist.....	\$85.00 - \$105.00/hr.
Safety Professional.....	\$110.00 - \$130.00/hr.
Project Administrator.....	\$110.00 - \$135.00/hr.
Staff Administrator.....	\$70.00 - \$85.00/hr.
Exploration Field Engineer/Technician/Geologist.....	\$75.00 - \$105.00/hr.
Construction Materials Testing Technicians:	
▪ Field Observation.....	\$65.00 - \$80.00/hr.
▪ Reinforcing Steel.....	\$60.00 - \$75.00/hr.
▪ Soils, Asphalt, Concrete.....	\$60.00 - \$75.00/hr.
▪ Piers, Masonry.....	\$65.00 - \$80.00/hr.
▪ Fireproofing.....	\$85.00 - \$100.00/hr.
▪ Post-Tensioning.....	\$65.00 - \$80.00/hr.
▪ Floor Flatness.....	\$85.00 - \$105.00/hr.
▪ Structural Steel.....	\$85.00 - \$105.00/hr.
▪ UL Fire Stop Inspection.....	Call for Pricing
Laboratory Technician/Sample Preparation.....	\$60.00 - \$70.00/hr.
Word Processing.....	\$55.00 - \$80.00/hr.
Drafting.....	\$90.00 - \$115.00/hr.
OTHER DIRECT CHARGES	
Out of Town Expenses, Travel, Rental, Etc.....	Cost + 15%

LABORATORY TESTING

SOILS

Moisture Content (ASTM D2216).....	\$13.00 ea.
Moisture Content & Density (ASTM D2216).....	\$19.00 ea.
Gradation (ASTM D6913).....	\$98.00 ea.
Hydrometer (ASTM D7928).....	\$105.00 ea.
Double Hydrometer (ASTM D4221).....	\$250.00 ea.
Percent Less than #200 Sieve (ASTM D1140).....	\$40.00 ea.
Atterberg Limits (ASTM D4318) Method A.....	\$85.00 ea.
Atterberg Limits (ASTM D4318) Method B.....	\$60.00 ea.
Standard Proctor (ASTM D698).....	\$130.00 ea.
Modified Proctor (ASTM D1557).....	\$145.00 ea.
Soil/Cement Proctor (ASTM D558).....	\$155.00 ea.
Proctor Checkpoint (ASTM D698 or ASTM D1557).....	\$62.00 ea.
Relative Density (ASTM D4253 and ASTM D4254).....	\$195.00 ea.
Specific Gravity (ASTM D854).....	\$105.00 ea.
Standard Swell-Consolidation (ASTM D4546).....	\$95.00 ea.
Air Dried Swell-Consolidation (ASTM D4546).....	\$105.00 ea.
Remolded Swell-Consolidation (ASTM D4546).....	\$135.00 ea.
Time/Consolidation (ASTM D2435).....	\$355.00 ea.
Unconfined Compressive Strength (ASTM D2166).....	\$90.00 ea.
Slake Durability (ASTM D4644).....	\$115.00 ea.
Pinhole Dispersion (ASTM D4647).....	\$165.00 ea.
Crumb Test (ASTM D6572).....	\$60.00 ea.
Water Soluble Sulfates (AASHTO T290, CP-L 2103).....	\$54.00 ea.
pH (ASTM E70).....	\$54.00 ea.
Re-Dox (ASTM D1498).....	\$54.00 ea.
Sulfides (Hach Procedure).....	\$54.00 ea.
Chloride (AASHTO T291, CP-L 2104).....	\$54.00 ea.
Electrical Resistivity (ASTM G57).....	\$160.00 ea.
Organics (AASHTO T267).....	\$83.00 ea.
R-Value (ASTM D2844).....	\$380.00 ea.
California Bearing Ratio (ASTM D1883)	
1-point.....	\$160.00 ea.
California Bearing Ratio (ASTM D1883)	
3-point.....	\$430.00 ea.
Soil/Lime, Soil/Cement Mix Analysis.....	Call for Pricing
Freeze/Thaw (ASTM D560).....	\$430.00 ea.
Wet/Dry (ASTM D559).....	\$430.00 ea.
Compressive Strength of Soil-Cement (ASTM D1633).....	\$80.00 ea.
Direct Shear/per point (ASTM D3080)	
Unconsolidated-Undrained (Quick Test).....	\$160.00 ea.
Residual Strength, Additional Per Carriage Reversal.....	\$57.00 ea.
Drained Tests Quoted on Project-Specific Basis	
Carbonate Content (ASTM D4373).....	\$160.00 ea.
Thermal Resistivity (ASTM D5334).....	\$165.00/pt.
Remolded Thermal Resistivity (ASTM D5334).....	\$275.00/pt.

FIREPROOFING

Density and Moisture Content (ASTM E605).....	\$57.00 ea.
Bond Strength (ASTM E736).....	\$42.00 ea.

MISCELLANEOUS

Concrete/Asphalt Coring.....	\$120.00/hr.
Expedited Laboratory Service.....	\$75.00/ea.

CONCRETE AND MASONRY

Concrete Compressive Strength (ASTM C39) 4x8.....	\$25.00 ea.
Concrete Compressive Strength (ASTM C39) 6x12.....	\$30.00 ea.
Cylinders Cast by Others.....	\$30.00 ea.
Concrete Flexural Strength (ASTM C78).....	\$85.00 ea.
Compressive Strength, Length and Density of Concrete Cores (ASTM C42).....	\$85.00 ea.

CONCRETE AND MASONRY (continued)

Splitting Tensile Strength (ASTM C496).....	\$40.00 ea.
Floor Profiling.....	\$80.00/hr.
Concrete Mix Analysis.....	Call for Pricing
Compressive Strength Mortar Cubes (ASTM C109/109M).....	\$31.00 ea.
Compressive Strength of Grout.....	\$31.00 ea.
Masonry Prisms Compressive Strength (ASTM C1314)	
Hollow Prism.....	\$78.00 ea.
Grout Filled Prism.....	\$83.00 ea.
Concrete Masonry Units	
Compressive Strength of Hollow Block.....	\$42.00 ea.
Absorption Analysis (set of 3).....	\$80.00/set
Trimming of Laboratory Specimens.....	\$65.00/hr.
Maturity Meter Calibration Curve.....	\$790.00 ea.
Maturity Meter Logger.....	\$165.00 ea.
Calcium Chloride Moisture Test Kits.....	\$40.00 ea.
Relative Humidity Logger.....	\$50.00 ea.
Concrete Set Time (ASTM C403).....	\$110.00 ea.

AGGREGATES

Moisture Content (ASTM D2216).....	\$13.00 ea.
Sieve Analysis (ASTM C136).....	\$98.00 ea.
Percent Less than #200 Sieve (ASTM C117).....	\$40.00 ea.
Clay Lumps & Friable Particles (ASTM C142).....	\$80.00 ea.
Flat or Elongated Particle (CP33).....	\$80.00 ea.
Fractured Faces (CP45).....	\$80.00 ea.
Los Angeles Abrasion	
1 1/2" Maximum (ASTM C131).....	\$175.00 ea.
3" Maximum (ASTM C535).....	\$200.00 ea.
Sodium or Magnesium Sulfate Soundness (ASTM C88).....	\$430.00 ea.
Dry Rodded Unit Weight (ASTM C29).....	\$37.00 ea.
Specific Gravity and Absorption (ASTM C-127 / ASTM C128).....	\$100.00 ea.
Organic Impurities (AASHTO T21).....	\$54.00 ea.
Aggregate Durability Index (AASHTO T210).....	\$88.00 ea.
Sand Equivalent (AASHTO T176).....	\$95.00 ea.
Lightweight Particles (ASTM C123).....	\$165.00 ea.
Micro Deval (ASTM D6928).....	\$185.00 ea.
Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate (ASTM C1260 and C1567).....	\$540.00 ea.
Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate (ASTM C1260 and C1567).....	\$650.00 ea.

ASPHALT

Asphalt Binder Content (CP-L 5120).....	\$110.00 ea.
Asphalt Binder Content/Gradation (CP-L 5120).....	\$245.00 ea.
Asphalt Content Correction Factor (CP-L 5120).....	\$375.00 ea.
Asphalt Aggregate Correction Factor (CP-L 5120).....	\$375.00 ea.
Asphalt Content/Nuclear Method (AASHTO T287).....	\$100.00 ea.
Nuclear Oven Calibration (AASHTO T287).....	\$380.00 ea.
Marshall Test, 3 Specimens (ASTM D1559).....	\$330.00 ea.
Bulk Specific Gravity and Thickness of Core (ASTM D1188 and D2726).....	\$52.00 ea.
Maximum Theoretical Specific Gravity (ASTM D2041).....	\$120.00 ea.
Superpave Gyrotory Compaction, 3 Specimens (CP-L 5115).....	\$210.00 ea.
Asphalt Mix Analysis.....	Call for Pricing
Lottman Testing (CP-L 5109).....	\$480.00 ea.
Hveem Stability (CP-L 5106).....	\$345.00 ea.

SUB TEAM MEMBERS

Sub: 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

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

REIMBURSABLE EXPENSES

Sub: MetrixIQ, LLC (DBA Metrix Inspection 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")

Reproducibles

Charge Rate

\$ 120.00/ each

\$.80 / page

REIMBURSABLE EXPENSES

Sub: Triax Engineering, LLC

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>0.15</u> / each
Copies (8 1/2 x 14")	\$ <u>0.15</u> / each
Red-line copies	\$ <u>0.5</u> / S.F.
Reproducibles	\$ <u>0.25</u> / page