

SECOND AMENDATORY ON-CALL PROGRAM MANAGEMENT AGREEMENT

This **SECOND AMENDATORY ON-CALL PROGRAM MANAGEMENT AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ATKINS NORTH AMERICA, INC.**, a Florida corporation whose address is 4030 West Boy Scout Blvd., Suite 700, Tampa, Florida 33607 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an On-Call Program Management Agreement dated February 23, 2018 (the “Agreement”) to support the Elevate Denver Bond Program.

B. On December 15, 2020, the Agreement was amended to increase the maximum contract amount and extend the term.

C. The Parties wish to amend the Agreement a second time to provide continued support for the Elevate Denver Bond Program and to support the RISE Denver Bond program by increasing the maximum contract amount and extending the term.

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

1. Section 1 of the Agreement entitled “**ENGAGEMENT**”, Subparagraph 1.02 entitled “Line of Authority for Contract Administration.” is hereby deleted in the entirety and replaced with:

“1.02 Line of Authority for Contract Administration. The City's Executive Director of the Department of Transportation and Infrastructure ("Manager") is the City's representative who is responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates the City Engineer as the Manager’s authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Consultant under this Agreement. The Project Manager, who reports to the City Engineer shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals that are specifically identified in this Agreement as requiring the Manager's approval.”

2. Section 3 of the Agreement entitled “**COMPENSATION, PAYMENT, AND FUNDING**”, Subparagraph 3.05 entitled “Maximum Contract Amount” is hereby deleted in its entirety and replaced with:

“3.05 Maximum Contract Amount.

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed under this Agreement, shall not exceed a maximum of **SIXTY-ONE MILLION DOLLARS AND NO CENTS (\$61,000,000.00)**. 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.”

3. Section 4 of the Agreement entitled “**TERM AND TERMINATION**” Subparagraph 4.01 entitled “Term” is hereby deleted in its entirety and replaced with:

“4.01 Term. The term of this Agreement shall commence on **February 12, 2018**, and shall expire on **February 11, 2028**, unless sooner terminated or extended by written amendment.”

4. Section 6 of the Agreement entitled “**GENERAL PROVISIONS**”, Subparagraph 6.06 “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 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.”

5. Section 6 of the Agreement entitled “**GENERAL PROVISIONS**”, Subparagraph 6.19 “No Employment of Illegal Aliens to Perform Work Under the Agreement”. is hereby deleted in its entirety and replaced with:

“6.19 No Employment of Workers without Authorization to Perform Work Under the Agreement.

(a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(b) The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(c) The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also,

at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.”

6. All references in the original Agreement to the Executive Director of Public Works shall be replaced with the **Executive Director of the Department of Transportation and Infrastructure**.

7. The classifications and rates in **Exhibit B-1** shall apply to Task Orders issued after this Second Amendatory has been fully executed by all required signatories of the City and County of Denver.

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

9. This Second Amendatory On-Call Program Management 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: DOTI-202264082-02 / DOTI-201839791-02
Contractor Name: ATKINS NORTH AMERICA, 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-202264082-02 / DOTI-201839791-02
ATKINS NORTH AMERICA, INC.

By: DocuSigned by:
Steven C Malecki
8E45B9F408DF4DD..._____

Name: Steve Malecki
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1

Attachment 2 – Consultant/Sub-Consultant Team Members

CONSULTANT TEAM MEMBERS

Prime Consultant: Atkins North America, 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.
Sector Manager	Manages, directs and controls the operations of a Sector of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$360.00
Principal	Manages, directs and controls the operations of a large operating unit of the firm. Provides leadership, direction and guidance to managers.	\$340.00
Program Manager	Senior leader for entire program providing direction and supervision to all program staff. Responsible for directly reporting to client manager.	\$325.00
Division Manager	Manages, directs and controls the operations of a Division of a Business Unit of the firm. Provides leadership, direction and guidance to managers.	\$300.00
Sr. Project Director	Manages complex and unconventional technology or delivery systems for multiple projects or portions of a program. Provides leadership, direction and technical guidance to managers.	\$285.00
Project Director	Manages complex and unconventional technology or delivery systems for a single significant project. Provides leadership, direction, and technical guidance to managers.	\$265.00
Sr. Group Manager	Supervises the staff and work production of a large technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$255.00
Group Manager	Supervises the staff and work production of a technical work unit. Provides leadership, direction and technical guidance to staff to ensure that quality technical services are provided.	\$225.00
Sr. Project Manager	Provides professional and project management expertise in the direction of highly unconventional projects requiring multiple technical units.	\$225.00
Project Manager II	Applies technical expertise and project management experience to manage project teams on conventional and unconventional projects.	\$195.00
Project Manager I	Applies technical expertise and project management experience to manage project teams on conventional projects.	\$175.00
Associate Project Manager	Under supervision, applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$155.00
Sr. Engineer IV	Serves as a recognized technical specialist providing advice on the resolution of major technical problems of marked importance.	\$210.00
Sr. Engineer III	Applies technical competency and project production experience to manage project teams on conventional, non-complex and smaller projects.	\$190.00
Sr. Engineer II	Provides expertise of a seasoned engineer to all conventional aspects of functional area and applies advanced concepts and techniques to unconventional engineering problems	\$175.00
Sr. Engineer I	Applies full competency in conventional engineering work and broad knowledge of precedents in specialty area.	\$150.00
Engineer II	Under supervision, applies technical professional proficiency to investigation of engineering problems, coordination of project activities, and prep of preliminary plans and documents	\$120.00
Engineer I	Under supervision, performs routine engineering work while developing professional proficiency.	\$105.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85.

The City will not compensate the contractor 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 reproductions, 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.

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Title/Classification	Responsibilities	Rate/Hr.
Sr. Designer I	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$145.00
CAD Designer	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$125.00
Sr. CAD Technician	Provides design, production and coordination of construction plans and drawings in support of engineering projects.	\$110.00
CAD Design Technician	Under general supervision, provides expertise in the performance of computer-assisted design to support development, planning, transportation and other technical services.	\$90.00
Sr. Planner II	Provides the expertise of a seasoned planner, applying advanced concepts and techniques to unconventional problems.	\$170.00
Sr. Planner I	Applies full competency in conventional planning work and broad knowledge of precedents in functional area of assignment.	\$145.00
Planner II	Under supervision, applies technical professional proficiency to the solution of planning problems and the coordination of related project activities.	\$115.00
Planner I	Under supervision, performs routine planning assignments while developing professional proficiency.	\$100.00
Sr. GIS Analyst I	Applies full competency in GIS studies related to functional area of assignment. Plans and conducts GIS work related to detailed phases of a major project.	\$120.00
GIS Analyst II	Under supervision, applies technical professional proficiency to GIS studies and the coordination of related activities.	\$110.00
GIS Analyst I	Under supervision, performs standard GIS work while developing professional proficiency.	\$100.00
Sr. Landscape Architect	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems.	\$215.00
Landscape Architect II	Provides the expertise of a seasoned landscape architect, applying advanced concepts and techniques to unconventional problems.	\$135.00
Landscape Architect I	Under supervision, performs routine assignments in landscape architecture while developing professional proficiency.	\$115.00
Technical Coordinator	Provide assistance to technical professional or technical manager by coordinating/performing variety of technical duties requiring professional level technical knowledge and familiarity with engineering or related project work.	\$115.00
Sr. Program Assistant	Provide proficient administrative support of a complex and confidential nature. Relieve manager and staff of routine administrative matters.	\$95.00
Administrative Clerk	Provide proficient routine administrative support.	\$60.00
Sr. Resident Engineer	Under general supervision, researches and interprets contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$210.00

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Title/Classification	Responsibilities	Rate/Hr.
Sr. Project Engineer II	Provides direction in conventional and unconventional construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract. Personnel with engineering degree and/or license.	\$155.00
Sr. Project Engineer I	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor. Personnel with engineering degree and/or license.	\$130.00
Sr. Construction Manager	Provides direction in all conventional and unconventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract, and determining project quality, cost and adherence to established completion schedule.	\$195.00
Construction Manager	Provides direction in all conventional aspects of construction engineering to manage project construction observation and documentation activities, monitoring contractors' substantial compliance with contract, and determining project quality, cost, and adherence to established completion schedule.	\$155.00
Associate Construction Manager	Organizes field observation and monitoring of contractors' substantial compliance with contracts so that project quality, cost control and established completion schedule are met by contractor.	\$140.00
Construction Management Representative II	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, twelve years related experience.	\$125.00
Construction Management Representative I	Under supervision, observes the work of contractors involved in the construction of projects. Without a degree, ten years related experience.	\$115.00
Sr. Field Representative II	Under general supervision, applies strong technical skills of a highly experienced field representative, researching and interpreting contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$125.00
Sr. Field Representative I	Under general supervision, researches and interprets contract requirements to determine whether construction work is proceeding in substantial compliance with plans, contracts, specifications and special provisions.	\$115.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.85.

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Subconsultant: CIG Public Relations

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Title/Classification	Responsibilities	Rate/Hr.
Principal	Executive oversight	\$226.00
Chief Creative Officer	Creative oversight	\$205.00
Senior Counselor	Executive oversight	\$205.00
Sr. Strategic Director	Strategic counsel	\$200.00
Counselor II	Project oversight	\$179.00
Counselor I	Project oversight and coordination	\$148.00
Account Supervisor	Project management	\$135.00
Creative Art Director	Creative project management and graphic design	\$132.00
Senior Associate	Project management and coordination	\$127.00
Associate Creative Director	Creative projects coordination and graphic design	\$121.00
Associate II	Mid-level project management and coordination	\$104.00
Graphic Design	Graphic Design	\$100.00
Web Designer	Web design	\$88.00
Associate I	Project support	\$88.00
Administrative	Administrative support	\$84.00
Specialist	Entry-level project support	\$71.00
Account Coordinator	Entry-level project support	\$39.00

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Attachment 2 – Consultant/Sub-Consultant Team Members**CONSULTANT TEAM MEMBERS**Subconsultant: Triunity, 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.
Administration Support	Administration and Clerical Support	\$100.00
Executive Administration Support	Executive Administration and Clerical Support	\$90.00
Civil Engineer Lead	Civil Design	\$240.00
Civil Engineer 3	Civil Design	\$170.00
Civil Engineer 2	Civil Design	\$130.00
Civil Engineer 1	Civil Design	\$100.00
Civil/Structural Inspector Lead	Civil/Structural Field Inspections	\$190.00
Civil/Structural Inspector 2	Civil/Structural Field Inspections	\$160.00
Civil/Structural Inspector 1	Civil/Structural Field Inspections	\$140.00
Construction Manager 2	Construction Management	\$220.00
Construction Manager 1	Construction Phasing, Constructability Reviews	\$200.00
Construction Safety	Construction Field Safety	\$230.00
Document Control Specialist 2	Document Control Specialist	\$200.00
Document Control Specialist 1	Document Control Specialist	\$160.00
Document Control Support	Document Control Support	\$120.00
Drafting Lead	CAD & Drafting	\$140.00
Drafter 1	CAD & Drafting	\$110.00
Electrical Engineer Lead	Electrical and Systems Engineering	\$250.00

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Title/Classification	Responsibilities	Rate/Hr.
Electrical Engineer 2	Electrical and Systems Engineering	\$180.00
Electrical Engineer 1	Electrical and Systems Engineering	\$160.00
Electrical Inspection Lead	Electrical Field Inspections	\$150.00
Electrical Inspection 2	Electrical Field Inspections	\$130.00
Electrical Inspection 1	Electrical Field Inspections	\$100.00
ITS/Traffic Senior	Traffic and ITS Design and Analysis	\$220.00
ITS/Traffic Engineer 3	Traffic and ITS Design and Analysis	\$170.00
ITS/Traffic Engineer 2	Traffic and ITS Design and Analysis	\$130.00
ITS/Traffic Engineer 1	Traffic and ITS Design and Analysis	\$100.00
ITS/Traffic EIT	Traffic and ITS Design and Analysis	\$80.00
Project Controls Manager 2	Project Management, Project Controls Lead	\$270.00
Project Controls Manager 1	Project Management, Project Controls Lead	\$220.00
Project Controls 2	Scheduling, Estimating, Contract Admin	\$190.00
Project Controls 1	Scheduling, Estimating, Contract Admin	\$150.00
Project Controls Support	Scheduling, Estimating, Contract Admin	\$140.00
Project Manager Senior	Project Management Functions	\$290.00
Project Manager 3	Project Management Functions	\$260.00
Project Manager 2	Project Management Functions	\$230.00

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Title/Classification	Responsibilities	Rate/Hr.
Project Manager 1	Project Management Functions	\$170.00
Utility Coordinator Lead	Utility Coordination	\$220.00
Utility Coordinator 2	Utility Coordination	\$170.00
Utility Coordinator 1	Utility Coordination	\$130.00
Principal	Program Management Support and Oversight	\$340.00

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