

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and ENGINUITY ENGINEERING SOLUTIONS, LLC, a Colorado limited liability company whose address is 10106 West San Juan Way, Suite 215, Littleton, Colorado 80127 (the “Consultant”), jointly the “Parties.”

RECITALS:

A. The Parties entered into an On-Call Engineering Services Agreement dated August 3, 2016 to provide on-call professional engineering services and related technical services to support the City’s Department of Transportation & Infrastructure Wastewater Management Division (the “Original Agreement”); and

B. The Parties subsequently amended the Original Agreement in accordance with that Amendatory Agreement dated January 16, 2019 (the “First Amendment”); and

C. Collectively, the Original Agreement and the First Amendment shall be referred to herein as the “Agreement;”

D. Rather than enter into a new contract, the Parties desire to amend the Agreement to update the Line of Authority and contract information of the Parties, extend the term of the Agreement until September 11, 2021, replace the original **Exhibit B** that was attached to the Agreement with the attached **Exhibit B-1**, and add compensation in the amount of TWO MILLION DOLLARS (\$2,000,000.00) to the Agreement for the purpose of business continuity.

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

1. Section 1.02 of the Agreement entitled “**LINE OF AUTHORITY FOR CONTRACT ADMINISTRATION**” is hereby amended to read as follows:

“1.02 Line of Authority for Contract Administration. The City’s Executive Director of the Department of Transportation & Infrastructure (“Manager”) is the City’s representative 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. The Manager expressly reserves the right to designate another authorized representative to perform on the Manager's behalf by written notice to the Consultant."

2. Section 3 entitled "**COMPENSATION, PAYMENT, AND FUNDING**" is amended to read as follows:

"3.06 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 under this Agreement, shall not exceed a maximum of **SIX MILLION DOLLARS AND NO CENTS (\$6,000,000.00)**. 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. **Exhibit B** of the Agreement shall be replaced in its entirety by **Exhibit B-1**, which is attached hereto and incorporated herein by reference. The new rates detailed in **Exhibit B-1** shall be effective at the time of execution of this Second Amendatory Agreement and shall only apply to new task orders issued after execution of this Second Amendatory Agreement.

4. Section 4 of the Agreement entitled "**TERM AND TERMINATION**" is amended to read as follows:

"4.01 Term: The term of this Agreement shall commence on September 12, 2016, and shall expire on September 11, 2021, 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 Manager. All terms and conditions of the Agreement shall remain in full force and effect until such completion."

5. Section 5 of the Agreement entitled "**GENERAL PROVISIONS**" is amended to read as follows:

"5.25 Notices: When this Agreement requires notice to the City or the Consultant it shall be sent by certified mail, return receipt requested, to the addresses listed below:

To the City: Executive Director of the Department of
Transportation & Infrastructure
201 West Colfax Avenue, Department 608

Denver, Colorado 80202

With a copy to: Assistant City Attorney
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

To the Consultant: Enginuity Engineering Solutions, LLC
10106 West San Juan Way, Suite 215
Littleton, Colorado 80217”

6. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

7. This Second 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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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

DOTI-202054164-02[201627895-02]
ENGINUITY ENGINEERING SOLUTIONS LLC

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202054164-02[201627895-02]
ENGINUIITY ENGINEERING SOLUTIONS LLC

By: 
7F894DE1C34B449...

Name: Don Jacobs
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**Enginuity Engineering Solutions
Wastewater Comprehensive Engineering On-call Services
2020 Hourly Rate Schedule**

Title	Hourly Rates
Principal Engineer	\$185.00
Associate Principal Engineer	\$175.00
Project Manager IV/Sr. Tech Professional IV	\$170.00
Project Manager III/Sr. Tech Professional III	\$165.00
Project Manager II/Sr. Tech Professional II	\$160.00
Project Manager I/Sr. Tech Professional I	\$155.00
Senior Engineer IV	\$145.00
Senior Engineer III	\$140.00
Senior Engineer II	\$135.00
Senior Engineer I	\$130.00
Engineer V	\$125.00
Engineer IV	\$120.00
Engineer III	\$115.00
Engineer II	\$110.00
Engineer I/Scientist II/CADD Tech II	\$105.00
Scientist I/CADD Tech I	\$90.00
Admin IV	\$95.00
Admin III/Project Accountant	\$85.00
Admin II	\$75.00
Admin I	\$65.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

SUB-CONSULTANT TEAM MEMBERS

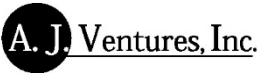
Firm Name: 105 West, Inc.

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.
Director of Survey/Mapping	Manage Projects/Perform Boundary Survey work and ROW work	\$ 130.00
Project Surveyor	Manage Projects/day-to-day field operations and perform all surveying	\$ 105.00
Survey Technician	Perform all types of surveying required for project completion	\$ 85.00
Survey Crew (2-Man)	Perform field work and coordination	\$ 145.00
Survey Crew (1-Man)	Perform field work and coordination	\$ 120.00
Survey Crew (3-Man)	Perform field work and coordination	\$ 220.00
Administrative	Perform administrative duties	\$ 60.00
Party Chief	Perform field work and coordination	\$85
Instrument Operator	Assist Party Chief in performing field work and coordination	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

Unless expressly authorized by the City, the City will not compensate the Consultant for expenses such as postage, travel, mileage, telephone, reproduction and messenger service costs incurred in connection with Work performed under this Agreement. 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 reimbursed at actual cost.



SUB-CONSULTANT TEAM MEMBERS

Firm Name: AJ Ventures

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.

	Service	Rate
	Potholing	\$325/pothole

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Civitas

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		Rate/Hr
Principal		\$225
Principal Designer		\$190
Principal 1		\$190
Project Leader		\$125
Designer		\$110
Designer III		\$100
Designer II		\$90
Designer I		\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, 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.
President	Directs all aspects of the firm's operations	\$185
Principal	Directs all aspects of the firm's operations	\$185
Project Manager III	Leads and reviews technical work	\$150
Project Manager II	Leads and reviews technical work	\$135
Project Manager I	Leads and reviews technical work	\$125
Landscape Architect (Principal)	Leads and reviews technical work	\$175
Landscape Architect III	Leads and reviews technical work	\$150
Landscape Architect II	Leads and reviews technical work	\$130
Landscape Architect I	Leads and reviews technical work	\$110
Designer III	Completes technical work under direction of a PM/LA	\$115
Designer II	Completes technical work under direction of a PM/LA	\$110
Designer I	Completes technical work under direction of a PM/LA	\$100
CAD II	Completes technical work under direction of a PM/LA	\$100
CAD I	Completes technical work under direction of a PM/LA	\$80
Administrator	Bookkeeping and general administration	\$110
Administrative Assistant	General administration	\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Great Ecology

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		Rate/Hr
Senior Ecologist/Landscape Architect		\$160
Associate Ecologist/Landscape Architect		\$139
Ecologist		\$125

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: 2.7 (average)

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HDR RATE SCHEDULE & REIMBURSABLE EXPENSES (2020-2021)

Labor Category	Hourly Billing Rate
Principal	\$240
Senior Engineer	\$205
Project Engineer	\$150
Environmental Engineer	\$145
Project Controller	\$110
Senior Transportation Planner	\$175
Transportation Planner	\$150
ROW Agent	\$200
Real Estate Appraiser	\$180
Construction Manager	\$165
Project Inspector	\$135
Senior CAD Technician	\$140
CAD Technician	\$120
Senior GIS Analyst	\$170
GIS Specialist	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Intentio Collective

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		Rate/Hr
Principal		\$225

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: Lithos Engineering

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.
Senior Consultant		\$260
President		\$215
Vice President		\$190
Senior Professional II		\$185
Senior Professional I		\$170
Professional II		\$155
Professional I		\$135
Staff Professional III		\$120
Staff Professional II		\$110
Staff Professional I		\$95
Administrative		\$70

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

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Firm Name: NHN Consulting LLC

[illegible]

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ocean girl design

PUBLIC RELATIONS / WRITING / DESIGN

SUB-CONSULTANT TEAM MEMBERS**Firm Name: OceanGirl Design**

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		Rate/Hr
Public Information Manager		\$135
Asst. Public Information / Graphics / Technology Manager		\$135

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rates: N/A

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: OV Consulting, LLC

Title/Classification	Responsibilities	Rate/Hr.
Principal	Project management, transportation management, mobility planning, design, strategic outreach	\$175
Project Manager	Project Management, Transportation Planning, Transportation Engineering	\$160
Senior Engineer	Transportation Engineering	\$145
Engineer II	Transportation Engineering	\$130
Engineer I	Transportation Engineering	\$115
Senior Planner	Transportation Planning	\$140
Planner II	Transportation Planning	\$120
Planner I	Transportation Planning	\$110
GIS Analyst	GIS, Data Review	\$90
Graphic Designer	Graphic design, meeting materials, web-based materials	\$90
CAD Technician	CAD drafting	\$90
Clerical/Administrative	Word processing & administrative organization	\$70
Data Collection Technician	Collect field data	\$35
Intern	Varying support tasks	\$30

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0



SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, 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).

Title/Classification	Responsibilities	Rate/Hr.
Expert Witness	Expert witness preparation and deposition	\$250
Principal Engineer/Scientist	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$220
Senior Engineer/Scientist	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on engineering, planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$201
Senior Project Manager	Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$179
Project Manager	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$153
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$ 127
Project Engineer/Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$110
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$94
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$76
Drafting (Graphics)	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CADD libraries, engineering documentation management systems and CADD computer network systems.	\$98
Project Assistant	Maintain Field Equipment, Data Management	\$86
Word Processing, Clerical	Word Processing, Clerical	\$67

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.01



REIMBURSABLE EXPENSES

FIRM: Pinyon Environmental, Inc.

EXPENSE OR SERVICE	RATE	BILLING RATE
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Photoionization Detector / FID or similar	day	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Field Visits (General Projects [e.g., Phase I ESA])	Day	\$50.00
Field Visits (Wetland/Biology)	Day	\$50.00
Soil Logging (During Drilling)	Boring	\$105.00
Monitoring Well Development	Well	\$55.00
Monitoring Well Sampling	Well	\$67.00
Asbestos Sampling Kit (Building Inspections)	Day	\$45.00
Asbestos Air Monitoring Kit	Day	\$110.00
Pass Through Rate – Subcontractor Costs and Management		
All Subcontracted Services	Cost	Cost
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	Cost	Cost
Bonding Rate	2.2%	

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

Title/Classification	Responsibilities	Rate/Hr.
Civil Engineering Manager	Design/Management	\$150.00
Structural Engineering Manager	Design/Management	\$150.00
Senior Project Engineer	Design	\$130.00
Staff Engineer	Design/Production	\$120.00
Sr. CAD Drafter	Drafting/Design	\$115.00
Drafter	Drafting	\$105.00

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

SUB-CONSULTANT TEAM MEMBERS

 Firm Name: Stream Landscape Architecture

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 II:	Contracting, Admin, Design Leadership, Business Mgmt, Project Oversight	\$180
Principal I:	Contracting, Admin, Design Leadership, Business Mgmt, Project Oversight	\$170
Associate Principal:	Contracting, Admin, Design Leadership, Project Oversight	\$155
Project Manager II/ Sr. LA:	Design Leadership, Project Management, Production Oversight	\$130
Project Manager I/ LA:	Design Leadership, Project Management, Production Oversight	\$120
LA/Designer III:	Design Assistance, Project Management Assistance, Production Lead	\$110
LA/Designer II:	Design Assistance, Production, Project Assistance	\$95
LA/Designer I:	Design Assistance, Production, Project Assistance	\$90
Intern Designer:	Production, Project Assistance	\$75
Clerical/Admin:	Billing, Contract Admin, Clerical	\$55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7+/-.

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SUB-CONSULTANT TEAM MEMBERS

Firm Name: StudioCPG – Landscape Architecture

Title/Classification	Responsibilities	Rate/Hr.
Principal	All phases of Design; Quality Review; Client Management; Contract Management	\$180
Sr. Project Manager	All phases of Design: Construction Documents; Construction Observation; Quality Review; Project Management	\$135
Sr. Landscape Arch.	All phases of Design: Construction Documents; Construction Observation; Quality Review	\$125
Landsc Designer I	Conceptual/Schematic/Design Development; ACad Support	\$107
Landsc Designer II	Conceptual/Schematic/Design Development; ACad Support	\$100
Graphic Designer	Graphic Design	\$80
Intern	Design Support: ACad; Document Production; Admin Support	\$65
Admin	Administration; Clerical; Invoicing	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.2

SUB-CONSULTANT TEAM MEMBERSFirm Name: Yeh and Associates, 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	Ensure project receives all needed support. Review Schedule, budget.	\$205.00
Senior Project Manager	Responsible for day to day management of project	\$185.00
Project Manager	Responsible for day to day management of limited scope projects	\$156.00
Sr. Engineer/Geologist	Performs engineering/geological investigations.	\$135.00
Project Engineer/Geologist	Performs investigations, prepares reports.	\$115.00
Staff Engineer/Geologist	Performs calculations, sketches, checks drawings supplied by others.	\$100.00
Engineer or Geologist Intern	Performs calculations, sketches, and work with the supervision a engineer.	\$62.00
Resident Construction Engineer	Responsible for managing, scheduling, and delivering construction projects. Licensed	\$180.00
Construction Manager	Responsible for day to day management of limited scope projects Non-licensed	\$155.00
Construction Observer 3	Inspects construction, submits daily field reports.	\$125.00
Construction Observer 2	Provide Construction Inspection services, written field reports	\$110.00
Construction Observer 1	Provide Construction Inspection services, written field reports	\$99.00
Technician Leader/Supervisor	Provides quality control for field project documentation	\$130.00
Laboratory Supervisor	Organizes and oversees all lab activities for materials testing.	\$110.00
Technician 3	Conducts tests on soils, concrete, asphalt. Fully certified	\$88.00
Technician 2	Samples and tests asphalt, concrete, aggregate, and soils.	\$79.00
Technician 1	Samples and tests asphalt, concrete, aggregate, and soils.	\$65.00
Graphics/CAD specialist	Prepares conceptual studies and designs	\$130.00
Cad Technician	Prepares studies and designs into electronic files	\$80.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.83

