

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY DESIGN SERVICES AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STANLEY CONSULTANTS, INC.**, an Iowa corporation, registered to do business in Colorado, whose address is 8000 South Chester Street, Suite 500, Centennial, Colorado 80112-3516 (the “Design Consultant” or “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a Design Services Agreement dated August 30, 2018, an Amendatory Agreement dated December 17, 2019, and a Second Amendatory Agreement dated November 3, 2021, (collectively, the “Agreement”) to provide professional design services described in the Exhibit A Scope of Work; and

B. The Parties wish to amend the Agreement to extend the term, increase the maximum amount, update section 5.06-No Discrimination in Employment, update section 5.19-No Employment of Illegal Aliens, and amend the scope of work and budget.

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

1. Section 3 of the Agreement entitled “**COMPENSATION, PAYMENT AND FUNDING**”, Subsection 3.01 “**Fee for basic services.**” is hereby deleted in its entirety and replaced with:

“**3.01 Fee for basic services.** The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **ONE MILLION SIXTY-TWO THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTEEN CENTS (\$1,062,577.17)**, in accordance with the billing rates and project budget stated in **Exhibits**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.”

2. Section 3 of the Agreement entitled “**COMPENSATION, PAYMENT AND FUNDING**”, Subsection 3.04 “**Maximum Contract Amount.**” is hereby deleted in its entirety and replaced with:

“**3.04 Maximum Contract Amount.**”

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SIXTY-TWO THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTEEN CENTS (\$1,062,577.17)** (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 Design Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

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

"4.01 Term.

The Agreement will commence on **November 1, 2018** and expire on **April 30, 2025** ("**Term**"), unless sooner terminated as provided in this Agreement."

4. Section 5 of the Agreement entitled "**GENERAL PROVISIONS**", Subsection 5.06 "**No Discrimination in Employment**" is hereby deleted in its entirety and replaced with:

"5.06 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 5 of the Agreement entitled "**GENERAL PROVISIONS**", Subsection 5.19 "**No Employment of Illegal Aliens to Perform Work Under the Agreement.**" is hereby deleted in its entirety and replaced with:

"5.19 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. **Exhibit A and Exhibit A-1** are hereby supplemented with **Exhibit A-2 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A and Exhibit A-1** are supplemented with **Exhibit A-2**.

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

8. This Third 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: DOTI-202262847-03[201843158-03]
Contractor Name: STANLEY CONSULTANTS, 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-202262847-03[201843158-03]
STANLEY CONSULTANTS, INC.

By: DocuSigned by:
Sarah Zarzecki
8AAA2F4280FF4AF... _____

Name: sarah zarzecki
(please print)

Title: Denver Transportation Department Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**SCOPE OF WORK
CITY AND COUNTY OF DENVER
Mill Levy Package #15 – Contract Amendment**

I. Introduction

The goal of the City and County of Denver (City) Department of Transportation & Infrastructure (DOTI) is to improve public safety for all modes of transportation on city streets. The age and poor safety record of eighteen (18) traffic signals on 6th and 8th Avenue, two major roadways that connect Denver to the surrounding metro area, warrant a complete reconstruction to meet safety standards. The 2017 Mill 15 Traffic Signal Upgrade project is programmed to improve traffic safety on these two roadways by redesigning and reconstructing the 18 signals to meet current safety standards. The scope of work is to replace existing signals with new signals that follow current City standards and MUTCD criteria and also to reconstruct the intersections to comply with latest safety criteria. The locations of these 18 traffic signals are at the following intersections:

- | | |
|------------------------------|-------------------------------|
| 1. 6th & Speer/Sherman | 1. 8th & Grant |
| 2. 6th & Grant | 2. 8th & Logan |
| 3. 6th & Logan | 3. 8th & Washington |
| 4. 6th & Washington | 4. 8th & Clarkson |
| 5. 6th & Clarkson | 5. 8th & Corona |
| 6. 6th & Corona | 6. 8th & Downing |
| 7. 6th & Downing | 7. 8th & Williams/High[MB] |
| 8. 6th & Columbine/Elizabeth | 8. 8th & York |
| | 9. 8th & Josephine |
| | 10. 8th & Clayton/Detroit[MB] |

In addition to the traffic signal and the intersection design, traffic signal timing of the 19 intersections listed above, as well as the following four intersections is included in this project. This includes preparing Synchro models and TruTraffic files for each signal by time-of-day plan (AM, PM, All-Other-Times), traffic data collection, before and after run study, and signal timing work orders for each intersection.

II. Scope of Work

It is anticipated that this scope of services will consist of the following tasks:

13. Project Administration
14. Final Construction Documents (100%)
 - a. Updates for Revised Field Conditions
 - b. Construction Document Packaging
15. Construction Bid Documents (AD Set)
16. Signal Timing
17. Design Services During Construction

Task 13 - Project Administration

This task entails the effort required to set up, administer, coordinate and generally manage the overall project. Efforts include project set up, internal staff communications, coordination and meetings with the CCD Project Management Team, invoicing. This additional effort is related to extending the contract timeline and additional tasks for subconsultants.



Task 14 – Final (100%) Construction Documents

Updates for Revised Field Conditions: Project field conditions changed following the initial field topography. There are multiple locations along the project that have had the curb ramps replaced. Following a DOTI field review, many intersections were revised to remove the civil work. Since the plans had already been submitted at 100%, the propagating effects were chased through to many of the subsets to capture the change in linework, items, quantities, notes, etc.

Construction Document Packaging: To accommodate available construction funding, the project was broken out into two separate packages: Mill Levy 15A – 8th Avenue & Mill Levy 15B – 6th Avenue. This required revising plan borders, creation of separate front end plan sheets, separation of quantities, breaking apart subsets, renumbering, separate cost estimates, and separate specifications.

Task 15 – Construction Bid Documents (Ad Set)

The separate packages will be transmitted to DOTI for Advertisement, since this is the first review of separate packages, minor comments are anticipated, which will result in an additional submittal. Additionally, Package B will be a “shelf-set” awaiting ROW acquisition and construction funding. When this is taken off the shelf and ready for bid, additional minor changes are anticipated.

Task 16 – Signal Timing

Initial traffic signal timing activities occurred in February 2020 and were considered complete. DOTI provided comments December 2021 changing the cycle length methodology which will require the timing to be revised and propagate into the timing work orders. Implementation is planned for both corridors following construction.

Task 17 – Design Services During Construction

Task 17 provides design services during construction, or other tasks as approved by DOTI, to support the City and County of Denver with requests for information, submittal reviews, and additional design support, as needed. Services will be on a time & materials basis not to exceed \$20,000. (\$10,000 for Package A and \$10,000 for Package B).

TASK DESCRIPTION	Principal	Project Manager	Task Manager-QAQC Mgr	Sr. Engineer II	Sr. Engineer I	Engineer II	Engineer I	Engineer in Training	Design Specialist	Sr Designer II/G.I.S.	Admin Support	TOTAL HOURS
13. Project Administration												
13.1 Coordination (Client, Subs, Meetings)		40				8						48
13.2 Invoicing/contracts/financial review		20									40	60
TOTAL TASK 13	0	60	0	0	0	8	0	0	0	0	40	108
14. Final (100%) Construction Documents												
14.1 Updates for Revised Field Conditions		4				20		40				64
14.2 Construction Document Packaging		8				32		80				120
TOTAL TASK 14	0	12	0	0	0	52	0	120	0	0	0	184
15. Construction Bid Documents												
15.1 Transmittal of AD Documents		2				12		4				18
15.2 Respond to Comments, incorporate revisions, resubmit		16				40		80				136
TOTAL TASK 15	0	18	0	0	0	52	0	84	0	0	0	154
16. Signal Timing												
16.1 Signal Timing Revisions from Review		2		6	24			48				80
16.2 Prepare Signal Timing Plans in TEAMS		4		8	26			38				76
16.3 Implement Final Signal Timing, Measure and Document Benefits		8		48	40		16	78				190
TOTAL TASK 16	0	14	0	62	90	0	16	164	0	0	0	346
17. Design Services During Construction												
TOTAL TASK 17	0	0	0	0	0	0.0	0	0	0	0	0.0	0.0
Note - Task 5 is "as needed" and included as a placeholder with a total fee of \$20,000 (\$10,000 per package)												
GRAND TOTAL TASKS 13 - 17:	0	104	0	62	90	112	16	368	0	0	40	792

3/1/2022

**PROPOSAL
CITY AND COUNTY OF DENVER**

Mill Levy Package 15 - Change Order

Summary - Intersection Design and Construction Documents

Labor:	Classification	Hours	Rate	Total
	Principal	0	249.59	\$0.00
	Project Manager	104	143.52	\$14,926.08
	Task Manager-QAQC Mgr	0	185.15	\$0.00
	Sr. Engineer II	62	195.07	\$12,094.34
	Sr. Engineer I	90	157.02	\$14,131.80
	Engineer II	112.0	126.22	\$14,136.64
	Engineer I	16	101.50	\$1,624.00
	Engineer in Training I	368	84.75	\$31,188.00
	Design Specialist	0	140.64	\$0.00
	Sr Designer II/G.I.S.	0	120.94	\$0.00
	Admin Support	40.0	80.14	\$3,205.60
		<u>792</u>		<u>\$91,306.46</u>

As-Needed Tasks	Description	Total
	Services During Construction - Package A	\$10,000.00
	Services During Construction - Package B	\$10,000.00
		<u>\$20,000.00</u>

Subconsultants:	Company	Total
	Stantec	\$6,500.00
		<u>\$6,500.00</u>

Expenses:	Description	Total
	Mileage, Reproduction, Delivery Service, Postage	\$0.00
		<u>\$0.00</u>

TOTAL ADDITIONAL FUNDS REQUESTED \$117,806.46