

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **STANTEC CONSULTING SERVICES INC.**, (the "**Consultant**"), a North Carolina corporation registered to do business in Colorado, whose address is 470 17th Street, Suite 1400, Denver, CO 80202, US.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated July 14, 2023 and an Amendatory Agreement dated October 5, 2023 (the “**Agreement**”) to provide engineering services; and

WHEREAS, the Parties now wish to amend the Agreement to extend the Term 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 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.”

6. 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.”

7. 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.”

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

9. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: DOTI-202582726-02 [202368022-02]
Contractor Name: Stantec Consulting Services 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-202582726-02 [202368022-02]
Stantec Consulting Services Inc.

Signed by:
By: Alan Dyck
BEB3C5790E764BD...

Name: Alan Dyck
(please print)

Title: Senior Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

PRIME TEAM MEMBERS

Prime: Stantec Architecture Inc.

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.
Senior Principal	Contract authority, oversight, and compliance	\$248
Principal	Design lead, staff mentorship and oversight	\$219
Sr. Project Manager	Tasks management, consultants authorization, QC	\$219
Project Manager	Tasks management, consultants authorization, QC	\$210
Admin. Asst.	Principals and Project Managers support	\$163
Project Controls Analyst	Financial Controls, Invoicing	\$163
Senior Architect	Technical documents delivery	\$219
Architect	Technical documents delivery	\$200
Intern Architect III	Technical documents delivery	\$181
Intern Architect II	Technical documents delivery	\$163
Sr. Interior Designer	Interior Design oversight and QC	\$194
Interior Designer	Technical documents delivery	\$174
Sr. Lighting Designer	Lighting Design oversight and QC	\$219
Lighting Designer	Technical documents delivery	\$194
Sustainability	Energy Modeling, Carbon Analysis, LEED docs	\$200
Facility Planner	Facility Space Needs Programming and Planning	\$200

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

Prime: Stantec Architecture Inc.

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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

PRIME TEAM MEMBERS

Prime: Stantec Consulting Services Inc. – MEP Staff

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.
MEP Jr. Designer	Design, Preparation of Engineering and Inspection Reports	\$143
MEP Designer	Design, Preparation of Engineering and Inspection Reports	\$148
MEP Jr. Engineer I - EIT	Design, Preparation of Engineering and Inspection Reports	\$156
MEP Jr. Engineer II - EIT	Design, Preparation of Engineering and Inspection Reports	\$163
MEP Sr. Designer	Design, Preparation of Engineering and Inspection Reports	\$174
MEP Engineer I	Design, Preparation of Engineering and Inspection Reports	\$181
MEP Engineer II	Design, Preparation of Engineering and Inspection Reports	\$194
MEP Engineer III	Design, Preparation of Engineering and Inspection Reports	\$200
MEP Sr. Engineer I	Design, Preparation of Engineering and Inspection Reports	\$210
MEP Sr. Engineer II	Design, Preparation of Engineering and Inspection Reports	\$219
MEP Project Manager I	Project management, scope and invoice preparation, budget management	\$219
MEP Project Manager II	Project management, scope and invoice preparation, budget management	\$248
MEP Principal	Resource allocation, contract management	\$248
MEP Sr. Project Manager	Project management, scope and invoice preparation, budget management, QA/QC	\$281
MEP Sr. Principal	Resource allocation, contract and resolution management	\$281
QA/QC Manager	Quality Control Reviews	\$261

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PRIME TEAM MEMBERS

Prime: Stantec Consulting Services Inc. – Structural Staff

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.
Structural Intern	Structural calculations and CADD	\$156
Administration Staff	Administrative	\$156
Structural Technician	CADD, Preparation of Drawings, Revit Modelling	\$171
Structural Designer	Design, Structural calculations and CADD	\$189
Snr Structural Technician	CADD, Preparation of Drawings, Revit Modelling	\$195
Structural EIT	Design, Structural calculations and CADD, Report Writing	\$195
Structural Engineer	Design, Structural calculations and CADD, Report Writing	\$213
Structural BIM Lead	Revit Model Setup, BIM Management and Coordination	\$223
Snr Structural Engineer	Design, Structural calculations and CADD, Report Writing	\$235
Project Manager	Project management, scope and invoice preparation, budget management	\$246
Sr. Landscape Architect	Landscape Design oversight and QC	\$200
Landscape Architect	Technical documents delivery	\$194
Landscape Designer	Technical documents delivery	\$180
Structural PIC	Resource allocation and contract management	\$298
SEOR	Review and Sealing of Contract Documents	\$288

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REIMBURSABLE EXPENSES

Prime: Stantec Consulting Services Inc.

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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

REIMBURSABLE EXPENSES

Sub: Cator, Ruma & Associates

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>1.50</u> / each
Copies (8 1/2 x 14")	\$ <u>1.50</u> / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

Reimbursable Expenses	Rate
Drawing Reproducible	\$1.50/sheet
Drawing Copies	\$1.50/sheet
Photocopies	\$0.04 - \$0.99/sheet
Shipping Delivery Service	Cost
Mileage	Current Federal Rate/Mile
Parking	Cost
Travel Expenses	Cost

SUB TEAM MEMBERS

Sub: Cumming Management Group, Inc.

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.
VP/Regional Director	Cost Management Oversight, as required	\$315
Managing/Sr. Director	Cost Management Quality Control	\$280
Director	Project Cost Director and Resource Allocation	\$260
Associate Director	Estimating Support and QA/QC	\$225
Sr. Cost Manager	Cost Estimating (incl. MEP), Reconciliation, and VE	\$202
Cost Manager	Initial Estimates and Reconciliation Support	\$170
Asst. Cost Manager	Estimating Assistance and Quantity Takeoff	\$136
Coordinator	Template Set-Up and Pricing	\$118
Intern	Quantity Takeoff	\$75

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REIMBURSABLE EXPENSES

Sub: Cumming Management Group, Inc.

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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: Elevation Consulting Group, Ltd.

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	Oversight / Quality Assurance	\$225
Sr. Project Mgr.	Project Management / QA	\$200
Project Manager	Project Management / Design / Coordination	\$175
Senior Engineer	Engineering Design / Coordination	\$150
Project Engineer	Engineering Design / Coordination	\$125
Design Engineer	Engineering Design	\$110

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REIMBURSABLE EXPENSES

Sub: Elevation Consulting Group, Ltd.

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>0.25</u> / each
Copies (8 1/2 x 14")	\$ <u>0.75</u> / each
Red-line copies	\$ <u>3.00</u> / S.F.
Reproducibles	\$ <u>18.00</u> / page

SUB TEAM MEMBERS

Sub: Mead & Hunt, Inc. dba Ambient Energy

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.
Sr. Client / PM	Contract execution, client relations, invoicing oversight	\$280
Commissioning (Cx) Team Leader	Team / resource allocation, QA/QC implementation, technical oversight	\$225
Sr. Cx Provider	Commissioning services/QA/QC	\$210
Cx Provider IV/ PM	Commissioning services	\$180
Cx Provider III / PM	Commissioning services	\$165
Cx Provider II	Commissioning services	\$145
Cx Provider I	Commissioning services	\$123
Building Performance Team Leader/ PM	Team/resource allocation, QA/QC implementation, technical oversight	\$220
Sr. Building Performance Engineer (BPE)/PM	Energy modeling / QA/QC	\$200
BPE III/PM	Energy modeling	\$160
BPE II	Energy modeling	\$143
BPE I	Energy modeling, daylight modeling	\$118
Sustainability Team Leader / PM	Team/resource allocation, QA/QC implementation, technical oversight	\$225
Sr. Sustainability Consultant (SC) / PM	Sustainability consulting, green building rating system facilitation	\$180
SC III	Sustainability consulting, green building rating system facilitation	\$150
SC II	Sustainability consulting, green building rating system facilitation	\$140
Embodied Carbon Specialist	Whole building life cycle assessment	\$202
Project Assistant	Project set up, team support	\$111
Admin Assistant	Invoicing support, team support	\$95

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REIMBURSABLE EXPENSES

Sub: Mead & Hunt, Inc. dba Ambient Energy

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

SUB TEAM MEMBERS

Sub: PK Electrical, Inc.

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/Engineer of Record	Oversees the entire project, manages clients, provides QA/QC reviews	\$280
Engineering Manager	Engineer in charge of design, standards, requirements, project management staff, and attends client meetings.	\$260
Senior Project Engineer	Engineer responsible for technical aspects of project, code reviews, oversees junior engineers and designers.	\$230
Senior Project Manager	Assists Project Engineer, manages staff, resources, schedule, budget	\$230
Electrical/Technology Designer 3	Designs low voltage systems, lighting and power systems, edits specifications	\$220
Electrical/Technology Designer 2	Designs low voltage systems, lighting and power systems, edits specifications	\$200
Electrical/Technology Designer 1	Designs low voltage systems, lighting and power systems, edits specifications	\$180
Fire Alarm Engineer/Designer	Design of fire alarm, mass notification, v-evac systems, and specifications	\$250
Technology Manager	Manages designers and designs for low voltage systems (DATA/voice, A/V, security, CCTV, infrastructure systems)	\$250
Production/BIM Manager	Manages production department and staff, assigns work, maintains drafting standards and drafting software	\$170
Production/Drafter 3	MicroStation, BIM, CAD drafting and production	\$150
Production/Drafter 2	MicroStation, BIM, CAD drafting and production	\$140
Production/Drafter 1	MicroStation, BIM, CAD drafting and production	\$130
Accounting Manager	Finance accounts manager/bookkeeping	\$150
Clerical/Administration	Filing, document control, spec editing, general tasks	\$120

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REIMBURSABLE EXPENSES

Sub: PK Electrical, Inc.

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>0.06</u> / each
Copies (8 1/2 x 14")	\$ <u>0.30</u> / each
Red-line copies	\$ <u>0.75</u> / S.F.
Reproducibles	\$ <u>2.25</u> / page

REIMBURSABLE EXPENSES

Sub: Shums Coda Associates, Inc.

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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

REIMBURSABLE EXPENSES

Sub: Smokey Hill 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")	\$ _____ / each
Copies (8 1/2 x 14")	\$ _____ / each
Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page

SUB TEAM MEMBERS

Sub: Studio Completiva, Inc.

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	Provide project oversight and direction, as well as accountability	\$294
Senior Project Manager	Provide organization, communications, and leadership	\$266
Senior Project Architect	Achieve project objectives through design and documentation	\$255
Project Manager		\$244
Project Architect		\$222
Job Captain	Implement and advance design direction and documentation	\$188
Drafter	Execute design decisions; provide feedback	\$155
Admin		\$133

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REIMBURSABLE EXPENSES

Sub: Studio Completiva, Inc.

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>0.12</u> / each
Copies (8 1/2 x 14")	\$ <u>0.25</u> / each
Red-line copies	\$ <u>0.25</u> / S.F.
Reproducibles	\$ <u>0.70</u> / page

SUB TEAM MEMBERS

Sub: Wiss Janney Elstner Associates, Inc. (WJE)

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.
Senior Principal	Project Advisor, Technical Resource	\$485
Principal	Project Advisor, Technical Resource	\$395
Associate Principal	Project Manager, Point-of-Contact, Primary Consultant	\$340
Senior Associate	Project Manager, Point-of-Contact, Primary Consultant	\$305
Associate III	Project Assistance	\$265
Associate II	Project Assistance	\$225
Associate I	Project Assistance	\$185
Senior Specialist	Project Assistance	\$215
Specialist	Project Assistance	\$190
Senior Technician	Project Assistance	\$165
Technician II	Project Assistance	\$145
Technician I	Project Assistance	\$125
Admin Support	Project Assistance	\$145

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REIMBURSABLE EXPENSES

Sub: Wiss Janney Elstner Associates, Inc. (WJE)

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

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Red-line copies	\$ _____ / S.F.
Reproducibles	\$ _____ / page