

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AECOM TECHNICAL SERVICES, INC.**, a California corporation registered to do business in Colorado, whose address is 300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071 (the “Design Consultant”), jointly (“the Parties”).

RECITALS:

WHEREAS, the Parties entered into a Design Services Agreement dated May 22, 2019 (the “Agreement”) to provide professional Design Services.

WHEREAS, the Parties wish to amend the Agreement to increase Additional Services, 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. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. **Exhibit A-1** the Scope of Work is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, entitled “**Compensation, Payment, And Funding**”, Subsection 3.03 entitled “**Additional Services**”, is amended to read as follows:

“**3.03. Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this contract is **TWO HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$293,892.00)**.”

3. Section 3 of the Agreement, entitled “**Compensation, Payment, And Funding**”, Subsection 3.05 entitled “**Maximum Contract Amount**”, is amended to read as follows:

“**3.05 Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED NINETY-THREE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$993,668.00)** (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 **Exhibits A and A-1**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

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

5.06. No Discrimination in Employment: In connection with the performance of work under the Agreement, the Design 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 Design Consultant shall insert the foregoing provision in all subcontracts."

5. Section 5 of the Agreement, entitled "**GENERAL PROVISIONS**", Subsection 5.07 entitled "**Insurance**", Subparagraph (a) entitled "**General Conditions**" is hereby deleted in its entirety and replaced with the following:

(a) General Conditions: Design Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Design Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Design Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Design Consultant shall be responsible for the payment of any deductible or self-insured

retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Design Consultant. The Design Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.”

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

“**5.19** Intentionally Omitted.”

7. A new section 5.29 entitled “**Compliance with Denver Wage Laws**”, is hereby being added to the Agreement to read as follows:

“**5.29 Compliance with Denver Wage Laws:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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 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-202476548-01 [201948462-01]
Contractor Name: AECOM Technical 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-202476548-01 [201948462-01]
AECOM Technical Services, Inc.

By:  _____
DocuSigned by:
Charles T Dwyer
Charles Dwyer AVP, Sr Operations Mgr
AF221613BE5D40A...

Name: Charles Dwyer
(please print)

Title: Associate VP, Sr Operations Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1
Scope of Work



AECOM
7595 Technology Way
Denver, CO 80237
aecom.com

Wesley Dismore, PE
City & County of Denver
DOTI Transportation
Implementation Division
201 W Colfax Ave
Denver, CO

August 2, 2024

Your Reference
PWADM-201948462-00

AECOM Reference
60595423

Peoria Street Multimodal Improvements: Phase 2 Revisions

Dear Mr. Dismore

On behalf of AECOM, I appreciate this opportunity to submit this proposal for additional design services to finalize Phase 2 of the Peoria Street Multimodal Improvements project. Phase 2 limits are between 47th/Albrook Avenue and 56th Avenue, including two blocks of former Phase 3 area. The project consists of reconstruction of the east asphalt sidewalk and landscape buffer, associated pedestrian ramps, a protected bike lane within the existing street in the northbound and southbound directions, and modifications to the driveway and pedestrian ramps on the west side of the Peoria St/51st Ave intersection.

We request an additional \$40,410 to complete the tasks associated with this contract amendment, described in the scope of work below. A proposed Scope of Services, Deliverables, Assumptions and Exclusions, Fee Estimate, and Schedule are provided below. A separate document will be provided describing the scope of work to be progressed or completed with the remaining budget under the current contract.

Scope of Services

Task 1 – Project Management and Coordination:

This task includes weekly design coordination meetings, phone and email coordination, schedule and budget tracking, resource allocation, and monthly tracking.

Task 2 – Phase 2 Design Revisions:

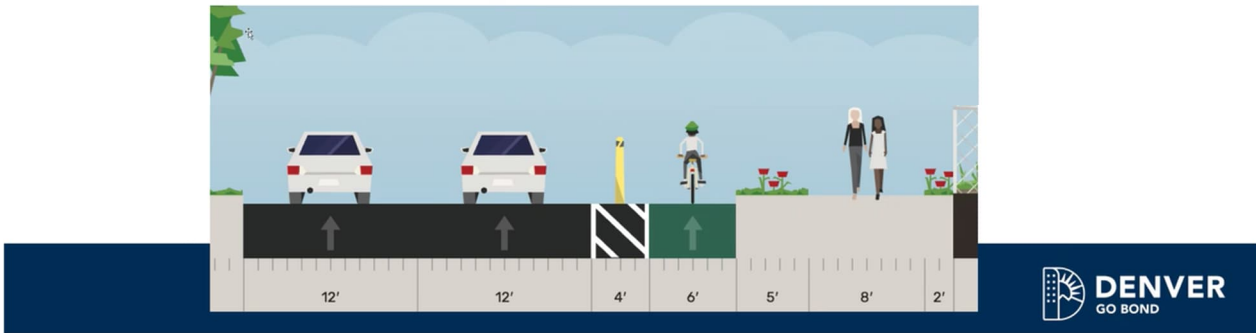
1. Finalize sidewalk on east side between 47th /Albrook Ave and 56th Ave to cross section below. Includes associated ADA design of pedestrian ramps.
2. Finalize amenity zone for seeding (mix to match 56th Ave project) and planting that does not require irrigation (56th Ave plans will be available). A 6" curb head to border amenity zone will not be needed.
3. Finalize design of on-street protected bike lane between 51st Ave and 56th Ave, update to current City bike criteria
4. Finalize 51st Ave bulb-out to eliminate driveway tie-in outside ROW
5. Finalize bike lane and east sidewalk tie-in to recent 56th Ave project, including topographical survey of the south radius returns, sidewalk, and pedestrian ramps
6. Finalize signing and striping within Phase 2 limits
7. Finalize SWMP plans to reflect reduced project limits and meet current criteria



8. Finalize cost estimate for reduced project limits
9. Finalize project specifications for reduced construction scope
10. Design support during construction, assume five RFI's at four hours each to address based on Phase 1 construction support

Proposed Adjustments to Residential Portion

- Reduce amenity zone width from 8 ft to 5 ft along residential portions of the project to preserve private fencing.
- Amenity zone reduction precludes addition of trees
- Provide native grass in amenity zone which will only require temporary watering during construction and minimal mowing in the long-term.



Deliverables

There will be a submittal to Denver for review and a final submittal for advertisement. Deliverables for this project include:

- Construction plans (updates to previously prepared plans to reduce project limits to Phase 2 and update design as described in the above scope)
- Project special specifications
- Engineer's Opinion of Probable Construction Cost

Schedule

9/20/2024: Submit plans, specs, and estimate for review

10/11/2024: Denver provides comments

11/20/2024: Submit plans, specs, and estimate for advertisement

Assumptions and Exclusions

The scope of work included in this document describes the tasks which will be completed utilizing the additional budget requested as part of this contract amendment. A separate document will be provided describing the scope of work to be progressed or completed with the remaining budget under the current contract.

Tasks are limited to the design services listed. All other engineering services not identified in this scope of work are excluded, including but not limited to irrigation, lighting, legal descriptions, traffic operational analysis and studies, value engineering studies, environmental studies and reports, timing studies, structural engineering, EV electrical infrastructure design, equipment procurement, and commissioning.



CAD software will be used in the development of the design plans, utilizing CDOT MicroStation CONNECT formatting. Reference files will be exported to AutoCAD for electronic submittal to Denver.

No changes will be made to the existing pavement section or curb and gutter beyond the improvements described. No changes will be made outside the Phase 2 project limits.

Fee Estimate

AECOM staff classifications will be updated to reflect their current levels.

Task	Hours	Budget
Project Management	25	\$3,175
Roadway Engineering	40	\$5,375
Traffic Engineering	13	\$1,465
Landscape Design	20	\$2,300
SWMP Revisions	24	\$3,545
Advertisement Plans	175	\$21,850
Construction Phase Support	20	\$2,700
Amendment Total	317	\$40,410

Source: Workhour Estimate, September 2024

If there are any questions or additional explanation is needed, please reach out.

Yours sincerely,

Margie Krell, PE
Project Manager
AECOM
T: 303-796-4631
M: 303-495-8727
E: margie.krell@aecom.com

Digitally signed by Dwyer, Charles
Reason: Authorized Signatory
AECOM Technical Services, Inc.
Location: Denver, Colorado
Date: 2024.09.18 12:45

Charles Dwyer
Sr Operations Manager
AECOM
T: 303-376-2988
M: 843-296-1929
E: charles.dwyer@aecom.com

**Peoria Street Multimodal Improvements - Phase 2
Contract Amendment Workhour Estimate (September 2024)**

TASK										Original Contract		ASSUMPTIONS
	Sr Proj Mgr 4	Senior Proj Mgr 2	Proj Engr/Planner 6	Proj Engr/Planner 5	Proj Engr/Planner 4	Proj Engr/Planner 3	Proj Asst/Support 7	Proj Asst/Support 4	Total Hours	AECOM Total Labor Cost	Subcontractor Cost	
Hourly Rate*	\$250	\$220	\$135	\$125	\$115	\$105	\$120	\$85				
TASK 1.0 - PROJECT MANAGEMENT		5		5			5	10	25	\$ 3,175		
TASK 2.0 - PHASE 2 DESIGN REVISIONS												
Roadway Engineering		5	20			15			40	\$ 5,375		
Traffic Engineering				5		8			13	\$ 1,465		
Landscape Design					20				20	\$ 2,300		
SWMP Revisions	5		10			9			24	\$ 3,545		
TASK 3.0 - ADVERTISEMENT PLANS	5	10	40		40	80			175	\$ 21,850		
TASK 4.0 - CONSTRUCTION PHASE SUPPORT			20						20	\$ 2,700		
Sub-total Hours (by employee classification)	10	20	90	10	60	112	5	10	317			
TOTAL AECOM LABOR	\$ 2,500	\$ 4,400	\$12,150	\$ 1,250	\$ 6,900	\$ 11,760	\$ 600	\$ 850		\$ 40,410		
TOTAL SUBCONTRACTOR COSTS											\$ -	
AMENDMENT TOTAL										\$40,410.00		

PRIME CONSULTANT: AECOM Technical Services, 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	Level	Rate/Hour
Principal	Provides senior-level client contact and services. Is ultimately responsible for team performance.	1	\$230
		2	\$250
		3	\$270
Sr Project Manager	Plans and manages the project delivery process for large or complex projects	1	\$200
		2	\$220
		3	\$235
		4	\$250
Project Manager	Plans and manages the project delivery process for projects. Serves as a senior professional on project teams.	1	\$145
		2	\$165
		3	\$185
		4	\$195
Project Engineer/Planner	Prepares design criteria and design analysis reports, develops contract documents (plans and specifications), develops opinions of cost, assists in pre-bid meetings, assists in contractor procurement and interfaces with clients	1	\$85
		2	\$95
		3	\$105
		4	\$115
		5	\$125
		6	\$135
		7	\$150
		8	\$165
		9	\$180
Project Assistant/Support Staff	Performs technical-level services involving the preparation of project deliverables (CADD or word processing), graphics, and project accounting.	1	\$55
		2	\$65
		3	\$75
		4	\$85
		5	\$95
		6	\$105
		7	\$120
		8	\$135

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8

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

2024 Employee Classifications		
Employee	Classification	Billing Rate
Carrier	Sr Project Manager 4	\$250.00
Krell	Sr Project Manager 2	\$220.00
Dorough	Project Engineer 6	\$135.00
Jordan	Project Engineer 6	\$135.00
Lavery	Project Engineer 6	\$135.00
Giese	Project Engineer 5	\$125.00
Radosaveljevic	Project Engineer 4	\$115.00
Hymas	Project Engineer 3	\$105.00
Ofori-Addo	Project Engineer 3	\$105.00
Hoppe	Project Assistant 7	\$120.00
Jensen	Project Assistant 4	\$85.00