

FIFTH AMENDATORY DESIGN SERVICES AGREEMENT

This **FIFTH AMENDATORY DESIGN SERVICES AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to do business in Colorado, whose address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 (the "Design Consultant"), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 28, 2018, an Amendatory Agreement dated April 30, 2020, a Second Amendatory Agreement dated December 2, 2020, a Third Amendatory Agreement dated June 16, 2021, and a Fourth Amendatory Agreement dated January 6, 2022 (collectively, the “Agreement”) to furnish professional design services for the Project as set forth in the Agreement. The Design Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions, and provisions of the Agreement.

B. The Parties wish to amend the Agreement to amend the Scope of Work/rates, increase the Maximum Contract Amount, 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. All references to “...Exhibit A, A-1, A-2, A-3 and A-4...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3, A-4 and A-5...” as applicable. The Scope of Work marked as **Exhibit A-5** attached to this Amendatory Agreement is hereby attached and incorporated by reference.

2. Section 3 of the Agreement entitled “**Compensation, Payment, And Funding**”, Sub-section 3.05 (a) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED SEVENTY THOUSAND**

FIVE HUNDRED SEVENTY-ONE DOLLARS AND EIGHTY-NINE CENTS (\$1,970,571.89) (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-5**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

3. Section 4.01 of the Agreement entitled **“TERM AND TERMINATION”** Sub-section 4.01 entitled **“Term”** is amended to read as follows:

“4.01 Term. The Agreement commenced on August 28, 2018 and expires on December 31, 2024.”

4. Section 5.19 of the Agreement entitled **“NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT”** is hereby deleted in its entirety.

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

6. This Fifth Amendatory Design Services 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-202368765-05 [201843805-05]
Contractor Name: KIMLEY-HORN AND ASSOCIATES, 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-202368765-05 [201843805-05]
KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Brian Valentine
5C42CD1DEF9B490...

By: _____

Brian valentine

Name: _____
(please print)

Title: Senior Vice President

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



May 23, 2023

Mr. Kenneth Kochevar
City and County of Denver
201 West Colfax, Denver, CO 80202

**RE: *South Broadway Multimodal Transportation Design Project for Department of Public Works
City and County of Denver, CO
Amendment #5 to Professional Services Agreement***

Dear Mr. Kochevar:

Kimley-Horn and Associates, Inc. (the "Consultant" or "Kimley-Horn") is pleased to submit this Amendment to modify the agreement dated August 28, 2018 (the "Agreement") with the **City and County of Denver** (the "Client" or "CCD") for the South Broadway Multimodal Transportation Design Project for Department of Public Works in Denver, Colorado (the "Project"). Kimley-Horn has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include a no-cost time extension of the project, as set forth below. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

The purpose of this Amendment is to request a time extension of the project and include additional construction phase services. The proposed Amendment extend the duration of the project and until December 31, 2024.

Kimley-Horn will proceed with the following tasks upon receiving written authorization to proceed.

SCOPE OF SERVICES

Revised Task 19 – Bidding and Construction Phase Services

The Agreement was originally set to expire on December 31, 2020. Amendment #3 included a contract extension until June 30, 2023. As part of this Amendment, the project timeline will be extended through 12/31/2024.

Task 19 is revised to include additional construction phase services, project management, coordination, meetings, and administrative aspects associated with the project consisting of accounting and invoicing throughout the extended duration of the Project.

Bidding Phase and Construction Phase Services will be provided by Kimley-Horn on a time and materials basis. For estimating purposes, we have assumed up to a total of seventy (70) hours for these services. In the event that services are extended beyond the estimated fee, and amendment to this Agreement will be processed.

SCHEDULE

Kimley-Horn will provide services and deliverables as determined within a mutually agreed upon schedule.



FEE AND EXPENSES

Kimley-Horn will perform the services described in the new and revised tasks outlined below for the additional labor fee as follows:

Task	Description	Additional Fee
Revised Task 19	Bidding and Construction Phase Services	\$9,700

CLOSURE

We appreciate the opportunity to provide these additional services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Matt Ciarkowski, P.E.
Project Manager

KHAMT
04

City and County of Denver
South Broadway MultiModal Work Plan - CO5
Fee Worksheet
Tuesday, May 23, 2023

CO#5 Total Labor Fee	\$ 9,700.00
CO#5 Reimbursable Expenses	\$ -
CO#5 Contract Total (Labor + Expenses)	\$ 9,700.00
CO#3 MWBE Fees	\$ -
CO#3 M/WBE %	0.00%

		Kimley-Horn and Associates, Inc.						TOTALS
Item	Task	Principal	Project Director	Engineer/ Professional	Analyst III	Analyst I	Sr. Clerical/ Admin	
	Rate	\$ 220.00	\$ 210.00	\$ 145.00	\$ 130.00	\$ 105.00	\$ 110.00	
	Hours	-	-	40.0	30.0	-	-	70.0
	Estimated Labor Total	\$ -	\$ -	\$ 5,800.00	\$ 3,900.00	\$ -	\$ -	\$ 9,700.00
	Estimated Total by Firm	\$ 9,700.00						\$ 9,700.00
Revised Task 19	Bidding and Construction Phase Services							
	Bidding and Construction Phase Services			40.0	30.0			70.0
								-
				40.0	30.0	-	-	70.0
		\$ -	\$ -	\$ 5,800.00	\$ 3,900.00	\$ -	\$ -	\$ 9,700.00
EXP	Reimbursable Expenses							
	Reimbursable Expenses							\$ -
Contract Totals								
	CO#5 Total Labor Fee	\$ 9,700.00						
	CO#5 Reimbursable Expenses	\$ -						
	CO#5 Additional Services	\$ -						
	CO#5 Contract Total (Labor + Expenses)	\$ 9,700.00						