

AMENDATORY DESIGN SERVICES AGREEMENT

This **AMENDATORY DESIGN SERVICES AGREEMENT** is entered into between the **CITY AND COUNTY OF DENVER** (the “City”), a municipal corporation of the State of Colorado, and **STANLEY CONSULTING, INC.**, a Colorado corporation, whose address is 8000 S. Chester Street, Suite 400, Centennial, Colorado 80112-3516 (the “Design Consultant”), collectively, (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 13, 2022, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount and fees, extend the term, update subsection 5.19-No Employment of Workers without Authorization, add subsection 5.29-Compliance with Denver Laws, and update scope of work/rates exhibit.

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** “**Fees 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 NINETEEN THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS AND SEVENTY-THREE CENTS (\$1,019,845.73)**, in accordance with the billing rates and project budget stated in **Exhibits A and B**. 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 **3.05** “**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 NINETEEN THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS AND SEVENTY-THREE CENTS (\$1,019,845.73)** (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** entitled “**Term.**” is hereby deleted in its entirety and replaced with:

“**4.01 Term.** The Agreement will commence on **October 13, 2022** (“Effective Date”) and expire on **October 19, 2026** (“Term”), unless it is terminated earlier pursuant to the terms of this Agreement.”

4. **SECTION 5** of the Agreement entitled “**GENERAL PROVISIONS**”, subsection **5.19** entitled “**No Employment of Workers without Authorization to Perform Work under the Agreement.**” is hereby deleted in its entirety and replaced with:

“**5.19 [RESCINDED.]**”

5. **SECTION 5** of the Agreement entitled “**GENERAL PROVISIONS**”, subsection **5.29** entitled “**Compliance with Denver Wage Laws.**” is hereby added to the Agreement as follows:

“**5.29 Compliance with Denver Wage Laws.** To the extent applicable to the Design Consultant’s provision of Services hereunder, the Design 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 Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design 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.”

6. All references in the original Agreement to **Exhibit A** now refer to **Exhibit A and Exhibit A-1, Scope of Work/Rates**. **Exhibit A-1** is attached and incorporated by reference herein.

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

8. This 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: DOTI-202474881-01 [202264625-01]
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

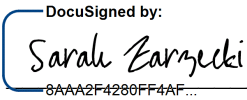
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202474881-01 [202264625-01]
STANLEY CONSULTANTS, INC.

By:  6AAA2F4280FF4AF...

Name: sarah zarzecki
(please print)

Title: Denver Transportation Department Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1



**SCOPE OF WORK
CITY & COUNTY OF DENVER – DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE
HSIP FY 2024 COLORADO BLVD & ALAMEDA AVE
CHANGE ORDER 1**

March 1, 2024

I. Introduction

Overview and Anticipated Improvements:

The following is our understanding of the scope of services to provide formal Right-of-Way (ROW) plans and additional engineering services for the HSIP 24 project. This change order scope of services supplements the scope of services from the original contract dated 10/13/2022.

Due to the additional ROW plan services and associated approval process, the project schedule will be extended. We recommend extending an additional 18 months past the current contract term for an end date of April 2026.

II. Scope of Work

It is anticipated this change order will consist of the following tasks:

0. Project Administration
1. Right of Way Documents
2. QLB SUE Investigation
3. Intersection Redesign
4. Coordination & Meetings



Task 0 - Project Administration

This task entails the effort required to 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, and invoicing. The effort is for an additional 18 months of contract time.

Task 1 – Right-Of-Way Documents (105 WEST)

105 West anticipates attending ten (10) project team meetings with CCD personnel, CDOT personnel and/or Stanley team members. As part of this task 105 West will develop work plans, mobilize staff, and keep the Consultant Manager and CCD Project Manager updated relative to the survey team's progress or any concerns.

105 West will apply for the right-of-way permits from the City and County of Denver in order to perform survey work within the City and County of Denver rights-of-way. Additionally, 105 West will prepare right-of-entry (ROE) forms for the ten (10) private parcels adjoining the project corridor. It is 105 West's understanding that CCD will address any private landowners that will not grant survey access to 105 West field personnel.

In order to determine the current existing right-of-way limits and private ownerships within the project limits, 105 West will obtain City and County of Denver (CCD) record information including subdivision plats, land survey plats, right-of-way plans and vesting deed information for the immediate parcels adjacent to the proposed ten (10) parcels, that at the time of this proposal, are going to be impacted. As part of this task, 105 West will revisit the necessary Aliquot Corners, Range Points, and existing property evidence to facilitate the creation of this map.

Based on final geometry provided to 105 West by Stanley, 105 West will create final full Right-of-Way plans for up to eighteen (18) impacts (i.e. acquisitions, PEs, TEs) within the project limits. The final right-of-way plans will be in accordance with both the CDOT ROW and Survey Manuals and satisfactory for a Right-of-Way Plan Review (ROWPR).

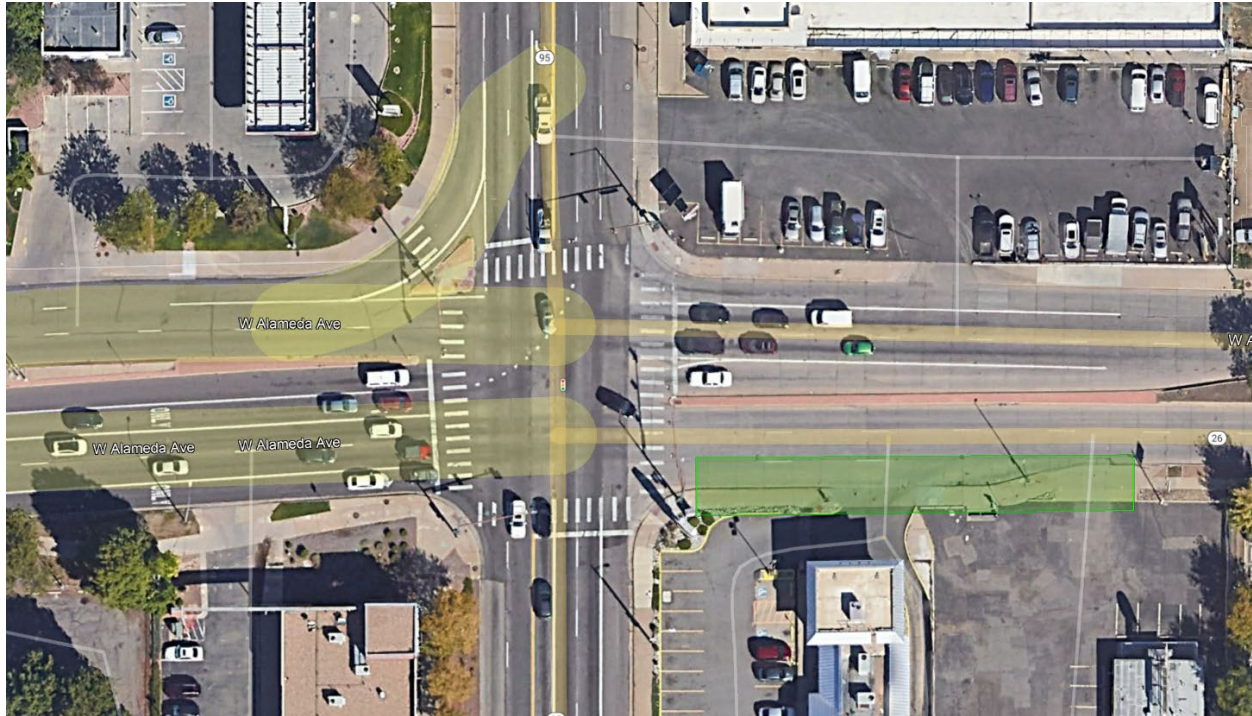
Based on the geometry provided to 105 West by Stanley, 105 West will prepare separate legal descriptions and exhibits for up to eighteen (18) property impacts (i.e. acquisitions, PEs, TEs). The legal descriptions and exhibits will be prepared in accordance with CCD requirements and satisfactory for recordation.

Based on the identified items shown on the attached Table A, 105 West will perform ten (10) American Land Title Association (ALTA) Surveys for the proposed impacted parcels. For the purposes of this proposal, the ALTA Surveys for the parcels identified as permanent easements will show visible improvements within ten (10') feet from the proposed easement line.

105 West will provide temporary field staking to delineate the proposed easement acquisitions. Field personnel will use 4-foot lathe and flagging to identify the locations of the property impacts for visual purposes.

Task 2 – SUE Investigation (Consort/Reconn)

This change order extends the limits of the SUE investigation on the southeast corner of the Sheridan and Alameda intersection. Consort shall complete additional SUE investigation and prepare stamped SUE plans for the area identified :



Approximate SUE Investigation Limits

One additional day of utility test holes has been assumed and shall be coordinated with the City and County of Denver before proceeding.

Task 3 – Intersection Redesign (Stanley Consultants & Consor)

Through the preliminary design process, comments provided by Denver required revisions and/or re-design for areas that were originally outside the scope of the project. The most significant area of re-design is at the intersection of Alameda and Sheridan. The southeast quadrant will have an accel lane removed which required additional design. This revision will be captured for the FOR, Final and Advertised plans.

Multiple other locations will require design variances or documentation of Maximum Extents Feasible (MEF) and effort will be made to coordinate with appropriate DOTI reviewers and construction administration team for concurrence prior to Advertisement plans.

Task 11 – Coordination Meetings (Stanley Consultants & Consor)

Task 11 is to coordinate through regular communication and to attend coordination meetings, as necessary, with CDOT and CCD Transportation and Mobility staff during the design phase of scope items under this change order.

Due to the extension of contract timeline, it is anticipated that up to eighteen (18) additional progress meetings will be required.



III. Schedule

The tasks outlined in this scope are anticipated to be completed by April 2026.

The final schedule will be driven by the ROW process, however, the following schedule is anticipated (Pending NTP of the Change Order)

- FOR Design – July 2024
- Final Design – October 2024
- AD Documents – January 2025

IV. Scope of Services – Assumptions/Exclusions

The following are the Stanley team's additional assumptions and/or exclusions to the above scope of services:

- It is assumed that the project will be one construction package.
- It is assumed that no structural or geotechnical services will be required for this project and is excluded from our scope of services
- Survey & ROW exclusions:
 - Procurement of title commitments (Necessary title commitments will be provided by the City & County of Denver)
 - Final Monumentation of existing or proposed ROW/Easements is not included in this scope of work
 - CCD Range Point Perpetuation
- ROW Acquisition is excluded from the scope of services
- Utility design is excluded (wet and dry utilities) from the scope of services
- All drainage improvements will be designed to create the least possible impact to the existing systems. Inlets that are required to be relocated will be connected back into the main storm system with a lateral pipe with a diameter of 18" or the existing pipe lateral diameter whichever is greater.
- It is assumed that there will be no water quality treatment requirements for this project and is excluded from our scope of services.
- *Apex will provide fiber optic communication elements (switches, lateral cables, and communications pull boxes) as part of the signal design. Network and splicing design are excluded and will be provided by CCD to the Contractor during construction.*
- Before and after travel time runs are excluded
- Additional traffic analysis is excluded

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The twenty (20) items of Table A may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client shall be identified as 21(a), 21(b), etc. and explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 21.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.

2. Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.

3. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.

4. Gross land area (and other areas if specified by the client).

5. Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified.

6. (a) If set forth in a zoning report or letter provided to the surveyor by the client, list the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements. Identify the date and source of the report or letter.

 (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.

7. (a) Exterior dimensions of all buildings at ground level.

 (b) Square footage of:
 (1) exterior footprint of all buildings at ground level.
 (2) other areas as specified by the client. SF of land being acquired

 (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.

8. ^X *Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*
9. *Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.*
10. *(a) As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions).*
- (b) As designated by the client, a determination of whether certain walls are plumb (client to obtain necessary permissions).*
11. ^X *Location of utilities existing on or serving the surveyed property as determined by:*
- *observed evidence collected pursuant to Section 5.E.iv.*
 - *evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information), and*
 - *markings requested by the surveyor pursuant to an 811 utility locate or similar request*
- Representative examples of such utilities include, but are not limited to:*
- *Manholes, catch basins, valve vaults and other surface indications of subterranean uses;*
 - *Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and*
 - *Utility company installations on the surveyed property.*
- Note to the client, insurer, and lender - With regard to Table A, item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.*
12. *As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands).*

- 13. _____ *Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*
- 14. _____ *As specified by the client, distance to the nearest intersecting street.*
- 15. _____ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*
- 16. _____ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*
- 17. _____ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*
- 18. _____ *If there has been a field delineation of wetlands conducted by a qualified specialist hired by the client, the surveyor shall locate any delineation markers observed in the process of conducting the fieldwork and show them on the face of the plat or map. If no markers were observed, the surveyor shall so state.*
- 19. _____ *Include any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items) (client to obtain necessary permissions).*
- 20. _____ *Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map. \$1,000,000 per occurrence and \$2,000,000 aggregate.*
- 21. _____ *Note if any underground wells are found, whether capped or not.*

*Adopted by the Board of Governors, American Land Title Association, on October 8, 2015.
American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org*

*Adopted by the Board of Directors, National Society of Professional Surveyors, on October 9, 2015.
National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsp.us.com/>*



Proposal
 HSIP FY 2024 Colorado Blvd & Alameda Ave Engineering Design CO1

3/1/2024



City & County of Denver

TASK DESCRIPTION	Principal	Sr. Project Manager	QAQC Manager	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer in Training I	Engineer in Training II	Senior Designer II	Admin Support	TOTAL HOURS
0. Project Administration & Management												
0.1 General Administration & Management of Project	1	36									18	55
0.2 Invoicing		36									36	72
TOTAL TASK 0	1	72	0	0	0	0	0	0	0	0	54	127
1. Right-of-Way Documents												
1.1 Import & Review Survey/Base Map/ROW/SUE (By Consor)												0
1.2 Additional Coordination and ROW Meetings		16		8								24
TOTAL TASK 1	0	16	0	8	0	0	0	0	0	0	0	24
2. SUE Investigation												
2.1 (By Consor)												0
TOTAL TASK 2	0	0	0	0	0	0	0	0	0	0	0	0
3. Intersection Redesign												
3.1 Sheridan & Alameda Redsign		4	4				16		40			64
3.2 Maximum Extents Feasible Coordination		8		32								40
TOTAL TASK 3	0	12	4	32	0	0	16	0	40	0	0	104
4. Coordination Meetings												
4.1 CCD Coordination Meetings = 18 additional progress meetings		18					18				8	44
TOTAL TASK 4	0	18	0	0	0	0	18	0	0	0	8	44
GRAND TOTAL TASKS :	1	118	4	40	0	0	34	0	40	0	62	299



3/1/2024

PROPOSAL
CITY AND COUNTY OF DENVER
HSIP FY 2024 Colorado Blvd & Alameda Ave Engineering Design CO1

Summary - Intersection Design and Construction Documents

<i>Labor:</i>	Classification	Hours	Rate	Total
	Principal	1	\$265.75	\$265.75
	Sr. Project Manager	118	\$244.55	\$28,856.90
	Project Manager	0	\$169.98	\$0.00
	QAQC Manager	4	\$255.28	\$1,021.12
	Senior Engineer I	40	\$195.75	\$7,830.00
	Senior Engineer II	0	\$281.44	\$0.00
	Engineer I	0	\$135.98	\$0.00
	Engineer II	34	\$157.40	\$5,351.60
	Engineer in Training I	0	\$107.18	\$0.00
	Engineer in Training II	40	\$127.27	\$5,090.80
	Senior Designer I	0	\$160.64	\$0.00
	Senior Designer II	0	\$182.27	\$0.00
	Designer	0	\$124.77	\$0.00
	Intern	0	\$69.66	\$0.00
	Admin Support	62	\$111.60	\$6,919.20
		299		\$55,335.37

<i>Subconsultants:</i>	Company	Total
	Conzor Engineers, LLC	\$13,533.00
	Conzor (Signal Timing, Signal Design, Signing/Striping)	\$2,688.00
	Reconn (SUE Location/Plans/Test holes)	\$10,845.00
	105 West, Inc.	\$126,430.00
		\$139,963.00

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

TOTAL FOR DESIGN & REVIEW DOCUMENTS **\$195,298.37**