

FOURTH AMENDATORY DESIGN SERVICES AGREEMENT

This **FOURTH 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 400, 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, a Second Amendatory Agreement dated November 3, 2021, and a Third Amendatory Agreement dated May 26, 2022, (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 increase the fees for basic services, increase the maximum amount, extend the term, add subsection 5.29-Compliance with Denver Wage Laws, and amend the scope of work 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 “**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 ONE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$1,122,246.61)**, in accordance with the billing rates and project budget stated in **Exhibits A, A-1, A-2 and A-3**. 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 (a), “**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 ONE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND SIXTY-ONE CENTS (\$1,122,246.61)** (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 those specifically described in **Exhibit A, A-1, A-2 and A-3**. 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 **December 31, 2026** (“**Term**”), unless sooner terminated as provided in this Agreement.”

4. Section 5 of the Agreement entitled “**GENERAL PROVISIONS**“, Subsection 5.29 “**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.”

5. **Exhibit A, Exhibit A-1, and Exhibit A-2** are hereby supplemented with **Exhibit A-3, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1 and Exhibit A-2** are supplemented with **Exhibit A-3**.

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

7. This Fourth 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-202476850-04 [201843158-04]
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

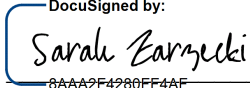
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202476850-04 [201843158-04]
STANLEY CONSULTANTS, INC.

By:  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 (16) 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 16 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 & York |
| 8. 6th & Columbine/Elizabeth | 8. 8th & Josephine |

3 midblock intersections were included for preliminary and final design but were removed from the advertisement packages.

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 for the contract amendment will consist of the following tasks:

18. Package B – Project Administration
19. Signal Timing – Late Night
20. Package B – Progress / Coordination Meetings
21. Package B – Advertisement Documents
22. Package B – Design Services During Construction

Task 18 – Package B – Project Administration

This task entails the effort required to administer, coordinate and generally manage the overall project. Efforts include project set up/contract revisions, internal staff communications, coordination and meetings with the CCD Project Management Team and invoicing. This additional effort is related to extending the contract timeline. (It is assumed that the timeline of the contract is extended to December 31, 2026)



Task 19 – Signal Timing – Late Night

Following the initial traffic signal timing activities, which occurred in February 2020 and were revised based on DOTI comments from December 2021, DOTI requested additional changes to have Late Night timing plans added. Additionally, LPI phases were requested to the minor side streets.

Task 20 – Package B – Review / Coordination Meetings

Additional coordination/review meetings are anticipated throughout the finalization of Package B as the package proceeds through Advertisement. One meeting is anticipated per resubmittal/City review process (total of 3 meetings).

Task 21 – Package B – Advertisement Documents

Package B (6th Avenue) is currently at approximately 90% level of design. It was previously put on hold to prioritize the advertisement and completion of Package A. Additional design effort is also required for the additional BMP requirements at Speer/6th/Sherman and the increase in drainage inlets. Remaining task elements are anticipated to include updating plans and specifications to execute as a stand alone package, capture updated DOTI review comments, finalize Utility Clearance, address new DOTI comments by internal reviewers (new ER review cycle), address “Last Call” comments, and QA/QC.

Task 22 – Package B – Design Services During Construction

Task 22 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 the amount shown in the fee estimate (\$9,603.58).

Additional project history and information to support the change order (fourth amendment):

The City had previously authorized the use of funds within the third amendment to be reallocated due to the level of comments received and requests for repackaging exceeded the initial scope assignments. Further, the project assumptions for rounds of revisions, repackaging, re-bidding, and length of shelving time (necessitating new reviews) was beyond the initial assumptions. Task A Plans have been submitted for ER/Last Call/ and/or Construction team review four separate times over the course of three years because the project was shelved, then went to AD, bids were rejected, prepared for re-AD. The City removed additional intersections and it had to be re-packaged and go through ER again.

TASK DESCRIPTION	Principal	Sr. Engineer II	Senior Engineer I (Traffic)	Senior Engineer I (Civil)	Senior Engineer I (Drainage)	Admin Support	TOTAL HOURS	TOTAL COST
RATES	249.59	195.07	157.02	157.02	157.02	80.14		
18. Package B - Project Administration								
18.1 General Administration & Management of Project	4						4	
18.2 Invoicing/Contracts	12					12	24	
18.3 Coordination (Client, subs)	8						8	
TOTAL TASK 18	24	0	0	0	0	12	36	\$ 6,951.84
19. Signal Timing - Late night								
19.2 Prepare Synchro Models and Tru-Traffic Files	2		20				22	
19.2 Revise Signal Timing Plans in TEAMS for LNT	1		12				13	
19.3 Revise Signal Timing Plans for LPI	1	0	6	0	0	0	7	
TOTAL TASK 19	4	0	38	0	0	0	42	\$ 6,965.12
20. Package B - Review / Coordination Meetings								
20.1 Coordination Meetings = 3 meetings	6						6	
TOTAL TASK 20	6	0	0	0	0	0	6	\$ 1,497.54
21. Package B - Advertisement Documents								
21.1 Repackage into standalone plans, address prior 90% Comments for ER Submittal	8	0	20	20	20	0	68.0	
21.2 Respond to ER Comments, Package for Last Call	4	0	12	12	12	0	40.0	
21.3 Respond to Last Call Comments, Package for AD	4	0	12	12	12	0	40.0	
21.4 Utility Clearance Completion	16	0	0	8	0	0	24.0	
21.5 QA/QC	0	24	0	0	0	0	24.0	
TOTAL TASK 21	32	24	44	52	44	0	196.0	\$ 34,651.36
22. Package B - Design Services During Construction								
22.1 RFIs, Submittal Review, Misc. Support	14	12	12	6	6	0	50.0	
TOTAL TASK 22	14	12	12	6	6	0	50.0	\$ 9,603.58
GRAND TOTAL TASKS 18-22:	80	36	94	58	50	12	330	\$ 59,669.44

12/4/2024

**PROPOSAL
CITY AND COUNTY OF DENVER**

Mill Levy Package 15 Amendment 4

Summary - Intersection Design and Construction Documents

Labor:	Classification	Hours	Rate	Total
	Principal	80	249.59	\$19,967.20
	Project Manager		143.52	\$0.00
	Task Manager-QAQC Mgr		185.15	\$0.00
	Sr. Engineer II	36	195.07	\$7,022.52
	Senior Engineer I	202	157.02	\$31,718.04
	Engineer in Training II		93.34	\$0.00
	Design Specialist		140.64	\$0.00
	Sr Designer II/G.I.S.		120.94	\$0.00
	Admin Support	12	80.14	\$961.68
		<u>330</u>		<u>\$59,669.44</u>

Subconsultants:	Company	Total
	No additional subconsultant services for amendment	
		<u>\$0.00</u>

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

TOTAL \$59,669.44