

**AMENDATORY AGREEMENT
(Contract Number: 202053972)**

THIS AMENDATORY AGREEMENT is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **BLACK & VEATCH CORPORATION**, a Delaware corporation, whose address is 11401 Lamar Avenue, Overland Park, Kansas 66211 (the “Consultant” and referred to herein, together with the City, as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement, dated May 5, 2020, relating to certain services to be provided by the Consultant to the City (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement to add additional work and compensation to the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. **Additional Services:** Exhibit B to the Agreement is hereby supplemented and amended by the addition of the work and services to be provided by the Consultant as identified in Exhibit B-1 attached hereto. All references to Exhibit B in the Agreement shall be deemed to mean and refer collectively to Exhibit B and Exhibit B-1.

2. **Fee for Basic Services:** The first sentence of Section 3.01 of the Agreement is hereby amended, in its entirety, to read as follows:

The City agrees to pay the Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **EIGHT HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED THREE AND NO/100 DOLLARS (\$898,603.00)**, in accordance with the billing rates and fee proposed in **Exhibits A and B**.

3. **Maximum Contract Amount:** The first sentence of Section 3.05(a) of the Agreement is hereby amended, in its entirety, to read as follows:

Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED TWO THOUSAND ONE HUNDRED THREE AND NO/100 DOLLARS (\$902,103.00)** (the “Maximum Contract Amount”).

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. 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. As used herein, the “Effective Date” shall mean the date set forth on the signature page for the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202263374-01 [DOTI-202053972-01]
Contractor Name: BLACK & VEATCH CORPORATION

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

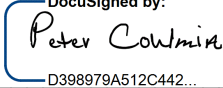
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202263374-01 [DOTI-202053972-01]
BLACK & VEATCH CORPORATION

By:  _____
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Name: Peter Cohlma
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

CITY AND COUNTY OF DENVER
 Sanitary Sewer Master Plan
 Budget Estimate - 5/11/2022 - Prime Amendment 1



TASK #	DESCRIPTION	Shawn LaBonde (Project Director)	Kelly Loyd (Project Manager & Technical Lead)	(Project Engineer)	(Staff Engineer Snr. 1)	(Staff Engineer Snr. 2)	Technical Specialist (Digital Delivery)	Karen Burgi (QA/QC)	Brian Lendt (GIS)	CAD Graphics and Tech Support	Admin, Finance, Clerical	Subconsultant - West Coast Civil	B&V Total Hours	Subconsultant - WCC Total Hours	B&V Total Labor	Subconsultant - ADS Total Labor	Subconsultant - WCC Total Labor	Direct Project Expense Allowance	Total
		\$256	\$182	\$170	\$130	\$130	\$196	\$254	\$183	\$147	\$109	\$175							
TASK 1 - PROJECT COORDINATION AND MANAGEMENT																			
1.1	Project Initiation Meeting	4	8	0	4	0	12	0	0	0	4	12	32	12	\$5,790	\$0	\$2,100		\$7,890
1.2	Project Coordination																		
1.2.1	Project Coordination Meetings	16	40	32	16	16	16	0	0	0	0	0	136	0	\$24,112	\$0	\$0		\$24,112
1.2.2	Monthly Invoicing and Project Progress Reports	54	16	0	0	0	0	0	0	0	72	0	142	0	\$24,606	\$0	\$0		\$24,606
1.2.3	Stakeholder Meetings	16	16	8	0	0	0	0	0	0	0	0	40	0	\$8,362	\$0	\$0		\$8,362
1.3	Quality Control Plan	0	8	0	0	0	0	2	0	0	0	0	10	0	\$1,962	\$0	\$0		\$1,962
1.4	Data Request Log	0	4	4	0	0	0	0	0	0	0	0	8	0	\$1,406	\$0	\$0		\$1,406
TASK 1 - PROJECT COORDINATION AND MANAGEMENT SUBTOTAL		90	92	44	20	16	28	2	0	0	76	12	368	12	\$66,238	\$0	\$2,100	\$736	\$69,074
TASK 2 - FLOW MONITORING PROGRAM																			
2.1	Selection of Flow and Rainfall Monitoring Sites	0	24	4	0	0	0	2	0	6	0	0	36	0	\$6,429	\$5,000	\$0		\$11,429
2.2	Conduct Flow and Rainfall Monitoring Program																		
2.2.1	Permitting and Installation	2	8	0	0	0	0	0	0	0	0	0	10	0	\$1,965		\$0		\$1,965
	ADS Permitting and Traffic Control Allowance - \$800/site for 30 sites															\$24,000			
	ADS Site Investigation and Installation - 30 monitoring sites + 10 rain guage sites															\$42,000			
2.2.2	Flow and Rainfall Monitoring	0	8	0	40	0	0	0	0	0	0	0	48	0	\$6,669	\$164,100	\$0		\$170,769
2.3	Flow and Rainfall Monitoring Memorandum	2	16	0	40	0	0	2	0	4	8	0	72	0	\$10,606	\$0	\$0		\$10,606
TASK 2 - FLOW MONITORING PROGRAM SUBTOTAL		4	56	4	80	0	0	4	0	10	8	0	166	0	\$25,668	\$235,100	\$0	\$332	\$261,100
TASK 3 - MODEL BUILD																			
3.1	Data Gap Analysis & Memorandum	0	40	0	0	0	0	0	24	0	0	0	64	0	\$11,646	\$0	\$0		\$11,646
3.2	Data Collection & Physical Facilities Model Construction	0	16	0	0	0	0	2	16	0	0	80	34	80	\$6,336	\$0	\$14,000		\$20,336
3.3	Development of Flow Components	0	16	0	0	8	0	2	16	0	0	190	42	190	\$7,379	\$0	\$33,250		\$40,629
3.4	Development of Unit Rates and Flow Allocation	0	16	0	0	16	0	4	24	0	0	120	60	120	\$10,392	\$0	\$21,000		\$31,392
3.4.1	Develop Flow Components Digital Module	0	4	0	0	32	16	0	8	0	0	4	60	4	\$9,499	\$0	\$700		\$10,199
3.5	Flow Components and Unit Rates Workshop	2	4	0	4	0	0	0	0	0	0	16	10	16	\$1,760	\$0	\$2,800		\$4,560
3.6	Lift Station Assessment and Memorandum	0	8	0	0	12	0	2	8	0	2	60	32	60	\$5,206	\$0	\$10,500		\$15,706
3.6.1	Develop Lift Station Assessment Digital Module	0	4	0	0	24	8	0	0	0	0	4	36	4	\$5,426	\$0	\$700		\$6,126
3.7	Hydraulic Model Construction Memorandum and Model Files	2	16	0	8	0	0	2	8	4	4	80	44	80	\$7,456	\$0	\$14,000		\$21,456
TASK 3 - MODEL BUILD SUBTOTAL		4	124	0	12	92	24	12	104	4	6	554	382	554	\$65,100	\$0	\$96,950	\$764	\$162,814
TASK 4 - MODEL CALIBRATION AND VALIDATION																			
4.1	Dry Weather Calibration	0	12	40	40	40	0	2	0	0	0	0	134	0	\$19,920	\$0	\$0		\$19,920
4.2	Wet Weather Calibration	0	24	60	60	60	0	2	0	0	0	0	206	0	\$30,715	\$0	\$0		\$30,715
4.3	Model Calibration Workshop	2	8	12	8	0	0	0	0	0	0	0	30	0	\$5,048	\$0	\$0		\$5,048
4.4	Model Calibration Memorandum and Model Files	2	16	40	24	24	0	2	0	8	2	0	118	0	\$18,380	\$0	\$0		\$18,380
TASK 4 - MODEL CALIBRATION AND VALIDATION SUBTOTAL		4	60	152	132	124	0	6	0	8	2	0	488	0	\$74,064	\$0	\$0	\$976	\$75,040
Total Task 2, 3, and 4 (Original)		12	240	156	224	216	24	22	104	22	16	554	1036	554	\$164,832	\$235,100	\$96,950	\$2,072	\$498,954
Task 2, 3, 4 Net Reductions (Task 3.4.1 and 3.6.1)		0	4	0	0	28	13	0	4	0	0	4	48	4	\$7,659	\$0	\$700	\$0	\$8,359
Task 2, 3, 4 Overages		0	80	76	60	0	0	0	8	120	0	254	344	254	\$54,373	\$0	\$44,450	\$0	\$98,823
Total Task 2, 3, and 4 with Reductions and Overages		12	316	232	284	188	11	22	108	142	16	804	1332	804	\$211,547	\$235,100	\$140,700	\$2,072	\$589,419
TASK 5 - Existing System Evaluation																			
5.1	Wet Weather Sensitivity Analysis and Workshop	2	8	24	0	0	0	0	0	8	0	0	42	0	\$7,221	\$0	\$0		\$7,221
5.1.a	COVID 19 Adjustments and Memorandum	2	60	80	0	0	0	2	0	0	0	0	144	0	\$25,517	\$1	\$0		\$25,518
5.2	Existing Condition Evaluation and Improvements	0	12	40	24	0	0	2	16	0	0	0	94	0	\$15,539	\$0	\$0		\$15,539
5.3	Existing System Evaluation and Improvements Memorandum and Model Files	2	16	40	24	0	0	4	8	0	4	0	98	0	\$16,263	\$0	\$0		\$16,263
TASK 5 - Existing System Evaluation SUBTOTAL		6	96	184	48	0	0	8	24	8	4	0	378	0	\$64,540	\$1	\$0	\$756	\$65,297
TASK 6 - Future System Evaluations and Improvements																			
6.1	Future Flow Model Development																		

CITY AND COUNTY OF DENVER
 Sanitary Sewer Master Plan
 Budget Estimate - 5/11/2022 - Prime Amendment 1



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		\$256	\$182	\$170	\$130	\$130	\$196	\$254	\$183	\$147	\$109	\$175							
6.1.1	Determine Future Flow Methodology	0	40	60	24	0	0	2	0	0	0	0	126	0	\$21,102	\$0	\$0		\$21,102
6.1.2	Develop Flow Projections Digital Module	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0		\$0
6.1.3	Develop Planning Year Hydraulic Models (1 year: 2050)	0	12	24	0	0	0	2	8	0	0	0	46	0	\$8,229	\$0	\$0		\$8,229
6.2	Future System Evaluation and Improvements (1 years (dry & wet): 2 runs)	0	12	40	24	0	0	2	16	0	0	0	94	0	\$15,539	\$0	\$0		\$15,539
6.3	System Evaluation and Improvements Workshop	2	12	16	8	0	0	0	0	0	0	0	38	0	\$6,454	\$0	\$0		\$6,454
6.4	Future System Evaluation Memorandum and Model Files	2	24	40	24	0	0	2	12	6	4	0	114	0	\$18,820	\$0	\$0		\$18,820
TASK 6 - Future System Evaluations and Improvements SUBTOTAL		4	100	180	80	0	0	8	36	6	4	0	418	0	\$70,144	\$0	\$0	\$836	\$70,980
TASK 7 - FINAL REPORT AND DIGITAL MASTER PLAN																			
7.1	Develop Capital Improvement Plan	0	24	80	0	0	0	2	0	0	0	0	106	0	\$18,467	\$0	\$0		\$18,467
7.1.1	Develop Draft Capital Improvement Digital Module	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0		\$0
7.1.2	Develop Online Mapping Deliverables	0	16	24	0	0	0	0	20	40	0	0	100	0	\$16,518	\$1	\$0		\$16,519
7.2	CIP Review Workshop	2	12	24	12	0	0	0	0	0	0	0	50	0	\$8,336	\$0	\$0		\$8,336
7.3	Submittal for Cost Estimates for Recommended Improvements	0	2	8	0	0	0	0	0	0	0	0	10	0	\$1,723	\$0	\$0		\$1,723
7.4	Draft Capital Improvement Memorandum	2	16	40	24	0	0	4	16	4	2	0	108	0	\$18,093	\$0	\$0		\$18,093
7.5	Master Plan Report																		
7.5.1	Prepare and Submit Draft Report and Digital Modules GIS files compatible for MapIt Program	2	16	24	0	0	0	2	24	8	8	0	84	0	\$14,440	\$0	\$0		\$14,440
7.5.2	Conduct Draft Master Plan Review Meeting	2	8	8	0	0	0	0	0	0	0	0	18	0	\$3,325	\$0	\$0		\$3,325
7.5.3	Deliver Final Master Plan Report, Digital Modules, Model Files, and GIS files compatible for MapIt Program	2	8	24	0	0	0	2	0	16	8	0	60	0	\$9,781	\$0	\$0		\$9,781
TASK 7 - FINAL REPORT AND DIGITAL MASTER PLAN SUBTOTAL		10	102	232	36	0	0	10	60	68	18	0	536	0	\$90,683	\$1	\$0	\$1,072	\$91,756
Amended TOTAL		122	706	872	468	204	39	50	228	224	118	816	3032	816	\$503,152	\$235,102	\$142,800	\$5,472	\$886,526
Original Contract Value		120	506	508	628	368	90	52	176	52	120	566	2620	566	\$422,644	\$235,100	\$99,050	\$5,240	\$762,034
Task 2, 3, 4 Overages (difference from original)		0	76	76	60	-28	-13	0	4	120	0	250	296	250	\$46,714	\$0	\$43,750	\$0	\$90,464
Task 5, 6, 7 Amendments (difference from original)		2	124	288	-220	-136	-38	-2	48	52	-2	0	116	0	\$33,794	\$2	\$0	\$232	\$34,028
TOTAL Amendment Value																			\$124,492