

## DESIGN SERVICES THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CH2M HILL ENGINEERS, INC.**, a Delaware corporation registered to do business in Colorado, with its principal place of business at 9127 South Jamaica Street, Englewood, Colorado, 80112 (the “Design Consultant”), jointly “the Parties.”

### RECITALS

1. The City and the Design Consultant previously entered into an agreement dated November 10, 2014, an Amendatory Agreement dated July 27, 2015 and a Second Amendatory Agreement dated March 11, 2016, for professional architecture and engineering design services in support of Phase I and Phase II– Design Development and Public Outreach for the Brighton Boulevard (between 29<sup>th</sup> and 44<sup>th</sup> Streets) Project (the “Project”); and

2. The City and the Design Consultant wish to amend the Agreement to authorize Additional Final Design Services to complete Phase II.

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

1. All references to “**Exhibit A**” and “**Exhibit A-1**” in the Agreement shall be amended to read: “**Exhibit A, Exhibit A-1 and Exhibit A-2**” as applicable. The scope of work marked as **Exhibit A-2** attached to this Third Amendatory Agreement is hereby incorporated by reference.

2. Section 3.01 of the Agreement entitled “**Fee for basic services**”, subsection (b), entitled “**Fee for Phase II Basic Services**” is hereby amended to read in its entirety as follows:

“(b) **Fee for Phase II Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase II basic services rendered hereunder, a fee not to exceed **ONE MILLION NINE HUNDRED SIXTY TWO THOUSAND NINE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS (\$1,962,955.00)** in accordance with the billing rates and project budget stated in **Exhibit A-2.**”

3. Section 3.02 of the Agreement, entitled “**Reimbursable Expenses**” is hereby amended to read in its entirety as follows:

“**3.02 Reimbursable Expenses.** The following expenses will be reimbursed at cost with mileage being reimbursed at the then current IRS rate: mileage, parking, photocopying, graphic expenses, postage and delivery costs. Expenses not identified in this paragraph, specifically identified in **Exhibit A, Exhibit A-I and Exhibit A-2** or preapproved in writing by the City will not be reimbursed. All other expenses shall be included in the Design Consultant’s fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **THIRTY SEVEN**”

**THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$37,950.00)** unless an additional amount is approved by the Executive Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly."

4. Section 3.05(a) of the Agreement, entitled "**Maximum Contract Amount**" is hereby amended to read in its entirety as follows:

**"3.05 Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION EIGHT HUNDRED SIXTY THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$2,860,230.00)** (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, A-1 and A-2**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement."

5. Section 4.01 of the Agreement entitled "**Term**" is hereby amended to read in its entirety as follows:"

**"4.01 Term.** The term of this Agreement shall commence on November 1, 2014 and shall expire on December 31, 2018, unless sooner terminated, upon final completion of the Project."

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

**[ELECTRONIC SIGNATURES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201418034-03

**Contractor Name:** CH2M HILL Engineers, Inc.

By: Tim Evercoll

Name: TIM EVERCOLL  
(please print)

Title: MANAGER OF PROJECTS  
(please print)

**ATTEST: [if required]**

By: Danielle L. Yearsley

Name: Danielle L. Yearsley  
(please print)

Title: Portfolio Manager  
(please print)



**EXHIBIT A-2**  
**BRIGHTON BOULEVARD Phase II- Final Design Modification and Construction Administration**  
**SCOPE OF WORK**  
**September 19, 2016**

**Overview**

The City and County of Denver (the “City”) is contracting with the CH2M HILL Team (the “Consultant”) to provide design services for Brighton Boulevard from 29th to 44th Streets.

The redevelopment of Brighton Boulevard is part of a broader vision of Mayor Michael B. Hancock to establish a new gateway into Denver between Denver Union Station (DUS) and Denver International Airport (DIA). It is a key placemaking component of the 23-mile Corridor of Opportunity and one of six major projects of the North Denver Cornerstone Collaborative (NDCC), which was created by Mayor Hancock, to align all of these efforts under one coordinated vision to create a world class city and to help rebuild and reconnect the neighborhoods of Globeville, Elyria and Swansea to the rest of the City.

This Project involves professional design engineering and related services required to produce the final design of Brighton Boulevard (29th to 44th Streets) and provide construction administration support.

It is assumed that construction funding for this project is available.

The basic services which must be performed on the Project have been separated into the phases described below. This third agreement will supplement the tasks and maximum price for Phase II including additional final design support and construction administration support.

**Phase I - Preliminary Design:** Phase I - Design Development and Public Outreach consists of the work described in Exhibit A of the original contract.

**Phase II - Final Design:** Phase II - Final Design consists of the work described in Exhibit A-1 of the First Amendatory Agreement to the contract. Any Phase II work performed by the Consultant before the City executes a written amendment will be performed at the Consultant’s risk.

**Phase III – Design Services During Construction:** Phase III consists of the work described in this Exhibit A-2. Any Phase III work performed by the Consultant before the City executes a written agreement will be performed at the Consultant’s risk.

**Project Timeline**

This is a scope of work for additional Final Design and Design Services During Construction Contract. It is anticipated that the following tasks will be completed in twenty-four (24) months. The proposed schedule of activities is below.

**SCHEDULE OF ACTIVITIES**

<b>Tasks</b>	<b>Year</b>			
	<b>2017</b>	<b>2018</b>		
1	Project Management			
2	Meetings			
3	Civil Engineering Design – <i>no additional work</i>			
4	Drainage & Water Quality Design			
5	Signing, Striping, and Traffic Signal Design			
6	Traffic Control Design – <i>no additional work</i>			
7	Cost Estimating – <i>no additional work</i>			
8	Urban/Hardscape Design – <i>no additional work</i>			
9	Landscaping, Irrigation, and Lighting Design			
10	Public Outreach and Public Meetings			
11	Utilities			
12	Survey – <i>no additional work</i>			
13	Business Improvement District (BID) Support			
14	Integrated Contractor (IC) Coordination			
15	Additional Services – <i>no additional work</i>			
16	Design Services During Construction.			

Note: See specific tasks for deliverables

**Specific Tasks**

The following are the specific tasks for the Brighton Boulevard Final Design.

**Task 1: Project Management**

This effort is to add six (6) additional months of PM support. The additional time is required due to the re-packaging of Brighton Boulevard in Segment 1 and Segment 2 and the accommodation of the Globeville Landing Outfall (GLO) Project.

The City Project Manager (PM) for the Brighton Boulevard Design will be responsible for the day-to-day management of the Consultant team and satisfactory completion of the scope of work.

**Task 2: Meetings**

The Consultant will prepare for and attend the following additional meetings.

*Meetings:*

- Project Manager Meetings
- Twenty-four (24) GLO and Brighton Utility Weekly/Bi-Weekly Meetings
- Eight (8) Brighton and GLO Packaging Meetings
- Miscellaneous meetings (assume 18)
- Plan review meeting

### **Task 3: Civil Engineering Design**

No additional work under this task.

### **Task 4: Drainage and Water Quality Design**

- Perform a high level, off-site drainage basin analysis to determine what type of storm drainage system would be needed to accommodate all the basin flows.

#### **Assumptions:**

- Major drainageway basin planning studies performed for UDFCD and CCD shall be utilized to understand regional drainage patterns only. Improvements recommended in these plans shall be considered as future improvements, and not designed with this project.
- This analysis is for information only.
- The proposed Brighton Boulevard storm drainage cannot be designed to accommodate all off-site drainage. To accommodate, all off-site drainage basin flows would require additional outfalls that are beyond the scope of this project.
- After the completion for the Brighton Boulevard design, it was determined that the Globeville Landing Outfall (GLO) would be aligned in the Brighton Boulevard. This design decision requires the re-design of the proposed Brighton Boulevard Segment 2 storm drainage system. The Consultant will re-design the proposed storm drainage in Segment 2 to be compatible with GLO and provide revised Final drainage plans.

#### *Deliverables:*

- 1 page white paper on the off-site drainage analysis
- Revised Segment 2 Final drainage plans that are compatible with GLO Project

### **Task 4a: Waterline Design**

- Develop preliminary and final Segment 1- 12" waterline replacement plans
- Develop preliminary and final Segment 2- 20" waterline lower plans

#### *Deliverables:*

- Segment 1- 12" Waterline Replacement Plans approved by Denver Water
- Segment 2- 20" Waterline Lower Plans approved by Denver Water

### **Task 5: Signing, Striping, and Traffic Signal Design**

For Brighton Boulevard, the following additional Traffic Signal Design work will be completed.

#### **Traffic Signal Design**

- Develop final signal design for three (3) additional intersections- 29th, 31st and 44th Streets
  - Signal design will include location for controller cabinet, pedestrian push buttons, signal poles and mast arms, conduit and traffic signal heads
  - Recommended signal head configuration will be shown for vehicular and pedestrian traffic
  - Develop signal phasing to be included on the signal design sheets

#### *Deliverables:*

- Final Signal Plans

### **Task 6: Traffic Control Design**

No additional work under this task.

### **Task 7: Cost Estimating**

No additional work under this task.

### **Task 8: Urban/Hardscape Design**

No additional work under this task.

### **Task 9: Landscape Architecture, Irrigation, and Lighting Design**

For Brighton Boulevard from 28th Street transition zone to 44th Street, the following Lighting work will be completed to prepare final design plans.

- Lighting
  - Develop final LED lighting design for Brighton Boulevard and Festival Street.
  - Identify location and prepare specifications of roadway lighting (coordinate with Civil Engineer and Xcel Energy)
  - Develop photometric calculations and plans for street lighting
  - Coordinate electrical engineering drawings, including conduit, metering and transformer locations (engineering drawings by others)

#### *Deliverables:*

- Final Segment 1 and Segment 2 Lighting Plans, specifications, and Electrical Plans (by Electrical Engineer)



### **Task 10: Public Outreach Meetings**

The following additional public outreach transition and stakeholder check-in work will be completed

#### **Transition of the Brighton Boulevard Team Public Outreach to Kiewit**

- The Consultant will develop a strategy and work closely with Kiewit to transition the Brighton Boulevard Team's public outreach efforts to Kiewit.

#### **Stakeholder Check-in Meetings**

- The Consultant will assist in stakeholder check-in meetings to facilitate and gain input on the transition from the Brighton Boulevard Team to the Kiewit Team. The Consultant shall provide the City PM with any questions and information received from the stakeholders.

### **Task 11: Utilities**

For Brighton Boulevard from the 28th Street transition zone to 44th Street, the following additional Utility work will be completed:

#### **Utility Plans, Coordination, and Supplemental Potholing**

- 18 additional utility coordination meetings with CCD and/or the design team
- Re-evaluate utility impacts, coordinate with the design team to mitigate conflicts based on the design changes including the addition of the GLO Project
- Update Segment 1 and Segment 2 final plans
- Update Segment 1 and Segment 2 utility specs
- Prepare and obtain signatures for additional clearance letters for Segment 2
- Update Xcel work requests based on the revised project design and Xcel's relocation design
- Lead and attend coordinate meetings with Xcel (split with Kiewit contract)
- Prepare Segment 1 and Segment 2 sets of bid plans
- Update the Segment 1 bid plans with Xcel's relocation design.

#### *Deliverables:*

- Final Segment 1 and 2 Utility Specifications
- Final Segment 1 and 2 Utility Plans

### **Task 12: Survey/ROW**

No additional work under this task.

### **Task 13: Business Improvement District (BID) Support**

BID support efforts are included in this scope of work. Support tasks associated with the formation of the BID and GID include:

- Support of selection of BID/GID required elements
- Attend and present at BID meetings
- Development of BID and GID graphics

### **Task 14: Integrated Contractor (IC) Coordination**

For the construction of Brighton Boulevard from the 28th Street transition zone to 44th Street, additional meetings with the Integrated Contractor (IC) are needed. The Consultant will coordinate with the IC on the following items:

- Final Construction Cost Estimate
- Final Construction Plans

It is assumed that the Consultant will meet with IC Team nine (9) additional times.

#### *Deliverables:*

- Attendance at nine (9) meetings with the IC Team

### **Task 15: Additional Services**

No additional work under this task.

### **Task 16: Design Services During Construction**

For the construction of Brighton Boulevard from the 28th Street transition zone to 44th Street, the Consultant will provide the following construction administration services.

#### **Construction Administration 2017 - 2018**

- Provide Project Management Support during Construction Administration
- Prepare and provide the Segment 1 and Segment 2 Released for Construction Plans and Specifications
- Respond to Contractor's Request for Information (RFIs)
- Support the City and at the request of the City, respond to Developer review requests
- Attend Technical Kick-Off Meeting with the Contractor and Sub Contractors
- Provide BID/GID support. Support will include attending BID/GID meetings and helping the BID/GID select BID/GID furnished items.
- Assist with streetside stormwater planter (SSP) plant and tree selection
- Assist with landscaping plant and tree selection

#### *Deliverables:*

- Request for Information Submittals
- Attendance at the Monthly Construction Meeting (12 Meetings)
- Attendance at Technical Kick-Off Meetings (10 Meetings)

## Summary

Task #	Task	Cost
1	Project Management	\$ 7,850
2	Meetings	\$ 14,855
3	Civil Engineering Design	\$ -
4	Drainage & Water Quality Design	\$ 29,300
4a	Waterline Design	\$ 68,030
5	Signing, Striping, & Traffic Signal Design	\$ 12,400
6	Traffic Control Design	\$ -
7	Cost Estimating	\$ -
8	Urban/Hardscape Design	\$ -
9	Landscaping, Irrigation & Lighting Design	\$ 20,500
11	Utilities	\$ 63,750
12	Survey/ROW	\$ -
13	Business Improvement District (BID) Support	\$ 38,000
14	Integrated Contractor (IC) Coordination	\$ 13,050
<b>Sub-Total Design Services</b>		<b>\$ 267,735</b>
10	Public Outreach Support	\$ 20,220
16	Design Services During Construction	\$ 250,000
<b>Sub-Total Construction Services</b>		<b>\$ 270,220</b>
<b>Sub-Total</b>		<b>\$ 537,955</b>
<b>Reimbursables</b>		<b>\$ 7,950</b>
<b>Total</b>		<b>\$ 545,905</b>