

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the “City”), and **HNTB CORPORATION** (the “Design Consultant”) a Delaware corporation whose address is 1600 Broadway, Suite 1300, Denver, Colorado 80202.

RECITALS:

A. The City and the Design Consultant previously entered into a Design Services Agreement dated March 23, 2010, and an Amendatory Agreement dated November 16, 2010 for professional and engineering design services in support of the Colorado Center Bicycle/Pedestrian Bridge (the “Agreement”); and

B. The City and the Design Consultant wish to increase the scope of services to be provided, extend the term of the Agreement and increase the total compensation to be paid for such additional services and extended term.

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, as applicable. . .” 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 Second Amendatory Agreement is hereby incorporated by reference.
2. All references to “. . . Exhibit B and Exhibit B-1, as applicable. . .” in the Agreement shall be amended to read: “. . . Exhibit B, Exhibit B-1 and Exhibit B-2, as applicable. . . “. The billing rates and project budget marked as Exhibit B-2 attached to this Second Amendatory Agreement is hereby incorporated by reference.
3. The following subsections of Section 3 of the Agreement, entitled **COMPENSATION, PAYMENT, AND FUNDING** are hereby amended to read in their entirety as follows:

“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 SEVEN HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$1,789,396.00)**, in accordance with the billing rates and project budget stated in **Exhibit B, Exhibit B-1 and Exhibit B-2**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the manager of his designee, and subject to the Maximum Contract Amount stated in this Section 3.”

“3.02 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit B, Exhibit B-1 and Exhibit B-2** or approved in writing by the City as reasonably related to or necessary for the Design consultant’s services, 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 **FORTY-TWO THOUSAND TWO HUNDRED TWELVE DOLLARS AND NO/100 DOLLARS (\$42,212.00)** unless an additional amount is approved by the Manager of 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.”

“3.05 Maximum Contact Amount

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$1,831,608.00)** (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 **Exhibit A, Exhibit A-1 and Exhibit A-2**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

4. Section 4.01 of the Agreement entitled **Term** is hereby amended to read as follows:

“4.01 Term. The term of this Agreement shall commence on March 23, 2010, and expire, unless sooner terminated, on December 31, 2015.

(Remainder of Page Left Blank Intentionally)

Contract Control Number: PWADM-CE92032-02

Contractor Name: H N T B CORP

By: 

Name: MICHAEL R. HESS
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: Anthony R. Marcello
(please print)

Title: Denver Group Director
(please print)



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 _____



Exhibit A-2

October 30, 2012

Mr. Jim Geist, P.E.
Senior Engineer
City & County of Denver
Wellington E. Webb Municipal Office Building
Department of Public Works Engineering Division
201W Colfax Ave Dept. 509
Denver, CO 80202

HNTB

Re: Project No. CE92032
Colorado Center Bicycle/Pedestrian Bridge over I-25

Dear Mr. Geist,

As a follow up to our February 23, 2012 letter in reference to out of scope work, Jim Hamblin requested an analysis of the additional effort to complete our scope of services on the above referenced project. As you are aware, on November 18, 2011, the referenced project was put on hold based on Councilman Charlie Brown's request to further study the vertical circulation options for the Cherry Street landing. As we have discussed, we concluded that in order for the effort to complete analysis to be accurate, the City and County of Denver needed to come to a closure on Councilman Brown's request. That was accomplished, and on April 16, HNTB was notified that we were to proceed with the ramp configuration on Cherry St that was included in the FOR submittal on October 27, 2011.

We have completed an assessment of the additional efforts to complete design of the project and identified the following items:

1. **"On-hold" period:** On April 16, 2012, HNTB was informed of the decision to proceed with the selected option as designed and submitted in the FOR plans on October 27, 2011. Although the design did not change, HNTB was asked to assist in preparing for and participating in additional meetings with public works management in order to facilitate their decision. Standard project management tasks, including bi-weekly progress meetings, invoicing and subconsultant coordination were required during this "on-hold" period from November, 2011 through April, 2012.
2. **Additional Public Meeting and vertical circulation analysis:** As outlined in our February 23, 2012 letter we requested a supplement to contract CE92032 in the amount of \$32,675.21. This total includes \$7,750.68 for the study of Vertical Circulation along Cherry Street and \$24,924.53 for the additional public meeting. Please refer to that letter for details of the scope changes associated with that supplement.
3. **Additional out of scope work:** The following out of scope items have been identified and are complete as the date of this letter:

- Alternative Analysis, February 2011: This report documented the process and background information utilized in electing the preferred alignment of the pedestrian bridge.
 - Draft Newsletter August, 2011: This document was developed for use in public relations efforts documenting the project funding, status, preferred alignment schedule and construction impacts.
 - Participation in the selection of the public art component of the project.
 - Renderings depicting the impacts to Cherry Street for use in public relations and outreach efforts.
4. **Ongoing and/or future out of scope work:** The following out of scope items have been requested of HNTB and are in progress or will be commence and be completed prior to the beginning of construction:
- Project management and Schedule extension outside of the “on-hold” period mentioned above. The original contract schedule had a milestone date of September 26, 2011 for advertising the project for construction. Current schedule has that milestone at approximately May 15, 2013. Minus the “on hold period, this includes an additional 13 months to the design schedule.
 - Additional right-of-way support efforts and meetings with city staff and public. These meetings are scheduled bi-weekly from now until May 15th. It is understood that HNTB will only be required to attend half of these meetings, but be available via phone to answer any technical questions for the other half.
 - Apply for project permits. Application for 4 separate permits is included in the scope of this work. Only those permits required to be obtained prior to construction and that will be transferred to the contractor once construction NTP has occurred are included.
 - Conceptual development, evaluations, and meetings regarding additional Cherry Street neighborhood alternatives including the conversion of Cherry St to a one-way street, additional consideration to landscaping along the Cherry St ramp, upgrading the Cherry St ramp wall aesthetics, and their inclusion in the development of public art. At the time of this supplement request, it is our understanding that the one-way street and landscaping alternatives have been eliminated due to the right of way constraints and fire access. These alternatives have therefore not been included in this supplement requires. The public art component of this scope is included in item 2 above. The scope for the upgrading of the Cherry St ramp wall aesthetics is as follows:
 1. **Aesthetic Coordination Meetings**
 - a. Coordination Meeting via conference calls with HNTB Kansas City personnel.
 - b. Review 3 Artistic Themes for MSE Walls
 - c. Establish 3D Viewpoints & Consultant Coordination
 2. **Concept Development**
 - a. Develop Three (3) Thematic Art Concepts
 - b. Present for CCD/Citizen Input
 - c. Modify Art Per CCD/Citizen Input
 3. **Develop Digital 3D Model**
 - a. 3D Modeling - Modify Existing Model
 - b. Develop Material Maps for Three Concepts
 - c. Revisions, refinements, QA/QC

4. **Develop Presentation Boards**
 - a. Layout/Titles in Photoshop
5. **Lighting, Camera, Rendering**
 - a. Set up stills, camera positions, rendering
 - b. Final image editing
 - c. Final Renderings - 3 Image Concept Views
6. **Formliner Art Production**
 - a. Prepare 2D Elevation
 - b. Review Fabricator Shop Drawings/Plans
 - c. Coordination Meeting (conference calls)
7. **Presentation to Stakeholders**
 - a. Presentation to CCD, Public/Citizen Group
8. **Construction Documents**
 - a. Incorporate custom formliners into drawings, specifications and construction cost estimate.

Additional Efforts Summary

Item No. 1 – “On-hold” period	\$16,674
Item No. 2 – Additional Public Meeting and vertical circulation analysis	\$32,675
Item No. 3 – Additional out of scope work	\$73,307
Item No. 4 – Ongoing and/or future out of scope work	\$149,312
<u>Item No. 5 – Additional Design Services</u>	<u>\$50,000</u>
Total	\$321,968

Based on the above summary of additional work, we are requesting a supplement to contract CE92032 in the amount of \$321,968 for the extra services described above. These requests are based on the current schedule of the project advertised for construction date of **May 15, 2013**. Any further changes related to the advertisement date or these out of scope tasks will be evaluated for additional compensation. As part of this request, we are also requesting that contract section **4.01 Term** be amended to expire on December 31, 2015. The current amendment has a contract expiration date of July 1, 2013.

The above is intended as a summary for additional compensation related to extra work that was not originally scoped as part of the delivery of the project. We are available to discuss in person if additional details are required to support our request. Please feel free to contact myself at (303) 542-2212 or Mike Hess at (913) 312-4882.

Sincerely,



Anthony R. Marcello, P.E.
Contract Manager

Exhibit B-2

Colorado Center Pedestrian / Bicycle Bridge Cost to Complete FOR through Const.

City and County of Denver

October 24, 2012

<u>Fee Breakdown</u>	<u>See Note</u>	<u>HNTB Labor</u>	<u>HNTB Expenses</u>	<u>Subconsultants</u>	<u>HNTB Total</u>	<u>MBE/WBE</u>
A Project Management		\$32,765	\$870	\$73,218	\$106,853	
B Cherry St Wall Aesthetic Design		\$27,765	\$743		\$28,508	
C Additional Design Services		\$50,000		\$0	\$50,000	\$0.00
D Public Information		\$0	\$0	\$13,969	\$13,969	\$13,969.00
E		\$0			\$0	
F		\$0		\$0	\$0	\$0
G		\$0		\$0	\$0	
H		\$0			\$0	
I		\$0		\$0	\$0	\$0
J		\$0		\$0	\$0	
K		\$0			\$0	
L		\$0			\$0	
M		\$0			\$0	
N		\$0			\$0	
O		\$0			\$0	
P		\$0			\$0	
Q		\$0			\$0	
R		\$0			\$0	
S		\$0			\$0	
On Hold Period Project Support		\$16,674			\$16,674	
Additional Public Meeting Amendment		\$7,827		\$17,079	\$24,906	\$17,079
Cherry St Vert Circulation Study Amend.		\$7,750			\$7,750	
Previous Out of Scope Work		\$73,307			\$73,307	
Total =		\$216,089	\$1,613	\$104,266	\$321,968	\$31,048
		Prel Design	Final Design	Constr Services	Total	
Total Fee =			\$321,968	\$ -	\$ 321,968	

Colorado Center Pedestrian / Bicycle Bridge Final (FOR) Level Design
October 24, 2012

LABOR

Task	LABOR BILLING RATES																				TOTALS							
	Princ-In-Charge	Project Manager	Proj Admin	Proj Clerical	Sr Bridge Architect	3D Architect	3D Technician	Sr Bridge Engineer	Bridge Engineer	Bridge Engineer	Bridge CADD	Construction Manager	Sr Urban Planner	Urban Planner II	Sr Landscape Architect	Landscape Architect II	Lead Civil Engineer	Civil Engineer	Civil Tech	Sr. ITS Engineer		Jr. ITS Engineer	Elec. CADD					
Consultant's Billing Rate	\$264.21	\$249.87	\$89.09	\$72.63	\$166.42	\$153.02	\$73.84	\$200.04	\$149.73	\$107.42	\$100.37	\$241.43	\$140.57	\$131.63	\$103.90	\$88.15	\$175.35	\$114.71	\$107.89	\$188.99	\$115.18	\$58.77						
A. Project Management	0.0	124.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	144					
1 Project Set-Up & Invoicing		4.0	20.0																					24.0				
2 General Contract/Project Management		120.0																						120.0				
3 Right of Way Meetings & Coord (10 Months @ Monthly																								0.0				
4 Permit Applications (4 Each)																								0.0				
5																								0.0				
B. Cherry St Wall Aesthetic Design	0.0	0.0	0.0	0.0	41.0	90.0	70.0	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	217.0				
1 Aesthetic Coordination Meetings																								0.0				
2 Coordination Meeting (conference calls)																								0.0				
3 Establish 3D Viewpoints & Consultant Coordination					3.0	3.0																		6.0				
4 Review 3 Artistic Themes for MSE Walls																								0.0				
5																								0.0				
6 Concept Development																								0.0				
7 Develop Three (3) Thematic Art Concepts					36.0	4.0																		40.0				
8 Modify Art Per CCD/Citizen Input						12.0																		12.0				
9																								0.0				
10 Develop Digital 3D Model																								0.0				
11 3D Modeling - Modify Existing Model						12.0	12.0																	24.0				
12 Develop Material Maps for Three Concepts						18.0																		18.0				
13 Revisions, refinements, QA/QC					2.0	2.0	10.0																	14.0				
14																								0.0				
15 Develop Presentation Boards																								0.0				
16 Layout/Titles in Photoshop							24.0																	24.0				
17																								0.0				
18 Lighting, Camera, Rendering																								0.0				
19 Set up stills, camera positions, rendering						12.0																		12.0				
20 Final image editing						2.0																		2.0				
21 Final Renderings - 3 Image Concept Views						4.0	12.0																	16.0				
22																								0.0				
23 Formliner Art Production																								0.0				
24 Prepare 2D Elevation						16.0																		16.0				
25 Review Fabricator Shop Drawings/Plans						2.0																		2.0				
26 Coordination Meeting (conference calls)						3.0	12.0																	15.0				
27																								0.0				
28 Presentation(s)																								0.0				
29 Presentation to CCD, Public/Citizen Group																								0.0				
30																								0.0				
31 Construction Documents								8.0		8.0														0.0				
32 Incorporate into Construction Documents																								0.0				
33																								0.0				
C. Additional Design Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	TBD				
1 Additional Design Services																									0.0			
2																									0.0			
D. Public Information	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0				
1 News Markers prior to Construction																									0.0			
2																									0.0			
Total	0.0	124.0	20.0	0.0	41.0	90.0	70.0	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	361.0				
HOURS	0.0	124.0	20.0	0.0	41.0	90.0	70.0	0.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	361.0				
REVENUE	\$0	\$30,984	\$1,782	\$0	\$6,823	\$13,772	\$9,189	\$0	\$1,198	\$0	\$803	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,531			
By Discipline																					ADDITIONAL SERVICES	\$50,000						
Hours	Project Management 144																				Architecture 201	Bridge 16	Const. Supp 0	Urban Planning / Landscape Arch 0	Civil 0	Security 0	\$110,531	
Average Rate	\$77.44																				\$43.63	\$42.55	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$11,151																				\$8,769	\$681	\$0	\$0	\$0	\$0	\$0	\$0
Revenue	\$32,765																				\$25,765	\$2,001	\$0	\$0	\$0	\$0	\$0	\$0

\$217.00

DIRECT EXPENSES

Subconsultants	QUANT	COST	TOTAL	MBE/WBE
A.2 Project Management - Michael Baker Corp.	1.00	\$73,218.00	\$73,218.00	\$0.00 N
C.1 Field Survey / Right of Way - Lund Partnership ¹	1.00	\$0.00	\$0.00	\$0.00 Y
C.2 Geotechnical Engineering - Shannon & Wilson	1.00	\$0.00	\$0.00	\$0.00 N
D.6 Lighting & Electrical - Clanton Associates ¹	1.00	\$0.00	\$0.00	\$0.00 Y
D.6 Environmental Services - Pinyon ¹	1.00	\$0.00	\$0.00	\$0.00 Y
F. Utilities - Goodbee & Associates ¹	1.00	\$0.00	\$0.00	\$0.00 Y
L. Electrical - Included in D.6 above				\$0.00 Y
J. Public Information - Romens & Wilson	1.00	\$13,969.00	\$13,969.00	\$13,969.00 Y
Q.1 Project Consensus - Include in Q.1 above				\$0.00 Y
P.1 Drainage - GK Cotton	1.00	\$0.00	\$0.00	\$0.00 N
RWDI	1.00	\$0.00	\$0.00	\$0.00 N
Subtotal			\$87,187.00	\$13,969.00
Expenses				
Mileage	mi	100	\$0.50	\$50
Travel	trip	1	\$400.00	\$400
Lodging	night	1	\$175.00	\$175
Meals	day	1	\$50.00	\$50
Ground Transportation	day	1	\$100.00	\$100
Parking / Tolls	day	1	\$18.00	\$18
Printing & Copying	ls	1	\$80.00	\$80
FedEx/Courier Deliveries	ea	0	\$17.00	\$0
Subtotal			\$1,613.00	
Total Expenses & Subconsultant Fees			\$88,800	

SUMMARY

Total Labor Hours =	361
Total Labor =	\$ 60,531
Total Additional Design Services =	\$ 50,000
Total Expenses =	\$ 88,800
Total Estimated Price =	\$ 199,331
Total MBE/WBE Fee =	\$ 13,969
MBE/WBE Percentage =	15.7%

Colorado Center Pedestrian / Bicycle Bridge FIR Level Design
October 24, 2012
Direct Expenses

ITEM	ESTIMATED UNITS	Unit	UNIT RATES	ESTIMATED COST
Mileage	100	mi	\$ 0.50	\$ 50.00
Bridge Architecture			\$ 0.50	\$ -
Bridge Structural			\$ 0.50	\$ -
Construction Support			\$ 0.50	\$ -
Urban Planning / Landscape			\$ 0.50	\$ -
Project Management	100		\$ 0.50	\$ 50.00
Travel	1	trip	\$ 400.00	\$ 400.00
Bridge Architecture	1		\$ 400.00	\$ 400.00
Bridge Structural	0		\$ 400.00	\$ -
Construction Support	0		\$ 400.00	\$ -
Urban Planning / Landscape	0		\$ 400.00	\$ -
Project Management			\$ 400.00	\$ -
Lodging	1	night	\$ 175.00	\$ 175.00
Bridge Architecture	1		\$ 175.00	\$ 175.00
Bridge Structural	0		\$ 175.00	\$ -
Construction Support	0		\$ 175.00	\$ -
Urban Planning / Landscape	0		\$ 175.00	\$ -
Project Management			\$ 175.00	\$ -
Meals	1	day	\$ 50.00	\$ 50.00
Bridge Architecture	1		\$ 50.00	\$ 50.00
Bridge Structural	0		\$ 50.00	\$ -
Construction Support	0		\$ 50.00	\$ -
Urban Planning / Landscape	0		\$ 50.00	\$ -
Project Management			\$ 50.00	\$ -
Ground Transportation	1	day	\$ 100.00	\$ 100.00
Bridge Architecture	1		\$ 100.00	\$ 100.00
Bridge Structural	0		\$ 100.00	\$ -
Construction Support	0		\$ 100.00	\$ -
Urban Planning / Landscape	0		\$ 100.00	\$ -
Project Management			\$ 100.00	\$ -
Parking / Tolls	1	day	\$ 18.00	\$ 18.00
Bridge Architecture	1		\$ 18.00	\$ 18.00
Bridge Structural	0		\$ 18.00	\$ -
Construction Support	0		\$ 18.00	\$ -
Urban Planning / Landscape	0		\$ 18.00	\$ -
Project Management			\$ 18.00	\$ -
Printing & Copying				\$ 820.00
B & W Printing & Copying (8.5x11)	1,000	each	\$ 0.07	\$ 70.00
B & W Printing & Copying (11x17)	2,500	each	\$ 0.14	\$ 350.00
Color Printing & Copying (8.5x11)		each	\$ 0.78	\$ -
Color Printing & Copying (11x17)		each	\$ 1.55	\$ -
B & W Bond Plotting & Copying (up to 18"x24" Min. 3 sq.ft.)		per sheet		\$ -
Color Scanning (11X17)		each	\$ 2.02	\$ -
Mylar Plotting over 18x24 by sq.ft.		square foot		\$ -
Color Plotting CAD Color – Min. 3 sq.ft.		square foot	\$ 1.70	\$ -
Permit Fees	4	ea	\$ 100.00	\$ 400.00
Overnight Packages	0	Ea	\$ 17.00	\$ -
Project Management			\$ 17.00	\$ -
SUBTOTAL				\$ 1,613.00