

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DIG STUDIO**, a Colorado corporation (the “Contractor”), jointly “the parties.”

### RECITALS

**A.** The Parties entered into an Agreement dated October 19, 2015 and an Amendatory Agreement dated December 19, 2017 (collectively, the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A thereto; and

**B.** The Parties wish to amend the Agreement to add to the Scope of Work.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** All references to “Exhibit A and Exhibit A-1” in the existing 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 is attached hereto and incorporated herein by this reference.

**2.** Section 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“The term of this Agreement shall commence on execution of this Agreement and expire, unless sooner terminated, upon final completion of the Project, but no later than December 30, 2020.”

**3.** Section 3.01 of the Agreement entitled “**Fee for basic services**” is amended to read as follows:

“The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed:

**Fee for Phase I Basic Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase I basic services rendered hereunder, a fee not to exceed **One Million Two Hundred Forty-Seven Thousand Six Hundred Eighty-Two Dollars and No Cents (\$1,247,682.00)**, in accordance with the billing rates and project budget stated in **Exhibit A, A-1, and A-2.**”

**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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PARKS-201524291-02

**Contractor Name:** DIG STUDIO 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:** PARKS-201524291-02

**Contractor Name:** DIG STUDIO INC

By: 

Name: Laurel S. Raines  
(please print)

Title: President, Senior Principal  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**To:** Michael Bouchard, Gordon Robertson, Denver Parks and Recreation

**From:** Laurel Raines, Dig Studio

**Date:** December 19<sup>th</sup>, 2018

**Subject:** Addendum to Reimagine Play at Paco Sanchez Park, Contract Control Number: PARKS-201524291-00, Dated: October 19, 2015, Contractor Name: Dig Studio Inc.

Dear Michael and Gordon,

Working with Denver Parks and Recreation (Client or DPR), the Dig Studio Team is proposing the following Scope of Services Addendum to our original Contract dated October 19, 2015 for Re-Imagine Play at Paco Sanchez Park. This original contract was amended per Task 4.0 through 7.0 on November 21, 2017. This proposal is for Tasks 8.0 Phase Two Construction Observation, Task 9.0 Incurred VE Services Performed, Task 10 Redesign and CD Final Repackaging and Task 11.0 Supplemental Services for Phase Two Construction Observation. This additional scope of work is per the terms and conditions of the current contract. Dig Studio, as the prime consultant, will be coordinating the Construction of all aspects of Phase Two construction as outlined on Attachment 1.

**Dig Studio Amended 'Design Services from November 21, 2017 Amended Contract Included Tasks 4.0 -7.0' (Already Completed)**

**Dig Studio's Team Scope of Work to Be Completed as Part of June 18, 2018 Contract Addendum**

**Task 8 - Construction Observation (12 month duration)**

Dig Studio and the design team will provide scope and fees for Construction Observation once the scope of construction has become clear. The Design Team will provide Construction Observation of the implementation of the Construction Documents to ensure that the design is installed per the drawings and specifications.

**Construction Observation (12month duration)**

- Site Meetings per sub-consultant proposals.
- Site Meetings Dig Studio will attend additional meetings (25-30) to review items of work to ensure that the project is implemented per the construction drawings.
- Construction Submittal Review and Project Management – The Design Team will provide field reports and review: shop drawings and material submittals as necessary. Dig Studio will clarify or make revisions to the drawings and details as needed to facilitate the construction process.
- Dig Studio will coordinate all sub-consultant construction observation meeting attendance as required and coordinate sub-consultant responses, field reports and RFI's
- **Design Team Deliverables:**
  - Dig Studio will distribute and submit all Field Reports per discipline related to review of their scope of work items.
  - RFI/Submittal responses per discipline.
  - Addenda per discipline.
- **Dig Studio Deliverables:**
  - Field reports related to review of Dig Studio scope of work items (up to 30).
  - RFI responses related to Dig Studio scope of work items (up to 50).
  - Addenda related to Dig Studio scope of work items (up to 10).
  - Final Punch List

## Reimagine Play at Paco Sanchez Park

- **Meetings:**
  - One preconstruction meeting (Design Team)
  - Weekly OAC meetings: 48 weeks (Dig Studio) 25 weeks (BRS)
  - Additional Site meetings as required (Design Team)
  - Substantial Completion walk through (Design Team) (to generate Final Punch List)
  - Final Walk through (Dig Studio, BRS)

### **Task 9.0 - Incurred VE Services: (Performed July – November 30, 2018)**

- Dig Studio attended multiple meetings, reviewed bids, worked with DPR to evaluate possible VE items; incorporated client requested revisions, made modifications to CD set to reflect client's VE decisions and redesigned and documented Tape Reel Pod with alternative design option.
- Martin/Martin participated in the VE process attending several meetings and revising storm water design per client request.
- BRS, KL&A, Hydrosystems and MEC revised their drawings to reflect the VE Shade Structure Re-Design, exploration of product alternatives and attended several meetings.
- Dig Studio and Martin/Martin redesigned storm water quality and basin to accommodate running path loop.

### **Task 10.0 – Redesign and CD Final Repackaging: (To Be performed December 1, 2018-January 31, 2019)**

- Final CD package adjustments by Dig Studio to include addition of fountain sheets, bike path off of Avondale Ave., and Tape Reel Pod replaced with previous Tape Reel Climber design option.
- Dig Studio and Martin/Martin review the storm water calculations based on the latest basin redesign incorporating the running path on top of the berm.
- Dig Studio will study the addition of a challenge play segment for the running path loop and document the approved redesign. Martin/Martin and Hydrosystems will adjust their drawing sheets to accommodate the approved changes.
- Upon receiving the final grading for the Knox Court parking lot from Martin/Martin, Dig Studio will make changes to the grading/layout plan to accommodate the final curb elevations at the parking lot.
- Dig Studio will study and redesign a maintenance crew access path from the parking lot to the basketball court.
- Dig Studio and KL&A will study the structural design for the Folklorico Pod shade structure. Any changes deemed necessary will be documented by Dig and KL&A.
- Martin/Martin will Update the drainage report based on modified design (pond volume, overflow) and re-route through City. They will Update EC plans for revised grading and re-route through City
- Martin/Martin to regrade parking lot to accommodate new maintenance path to basketball area .
- Additional Coordination meetings with client and between Dig Studio and sub-consultants.

### **Task 11.0 – Construction Observation Supplemental Services**

- At the discretion of Denver Parks and Recreation, the Supplemental Services Fee will be utilized as necessary to cover unanticipated costs that arise during the design and bidding process. These supplemental services will cover any redesign efforts in regards to the Can-Ice installation and the kiosk building skin alternatives.
- Current fees for supplemental service amount shown includes Martin-Martin's Proposed Optional CO Services for public and private sewer lines per Denver Wastewater Management criteria estimated at 60-100 hours.

Reimagine Play at Paco Sanchez Park

**Amended Fee Proposal, November 21, 2017**

For the professional services described in the above Scope of Work, excluding Additional Services, Dig Studio proposes the following amendments to our Professional Services Fee, to be completed on a Lump Sum basis. These fees pertain to the entire Dig Studio team.

| TASK NUMBER   | TASK NAME                        | FEE (USD)  |
|---|----------------------------------|------------|
| Tasks 1-4   | Original Contract                | \$ 588,351 |
| Task 4  | Design Changes                   | \$ 92,480  |
| Task 5  | Phase Two Construction Documents | \$ 224,455 |
| Task 6  | Bidding and Negotiation          | \$ 32,670  |
| Task 7  | Supplemental Services            | \$ 50,000  |
| <hr/>   |                                  |            |
| 11-21 -2017 DIG STUDIO TEAM PROFESSIONAL SERVICES LUMP SUM FEE: |                                  | \$ 987,956 |

**Amended Fee Proposal December, 2018**

|  |  |                   |
|--|--|-------------------|
| <b>Task 8</b>  | <b>Construction Observation</b>  | <b>\$143,756</b>  |
| <b>Task 9</b>  | <b>Incurred VE Services (7/18-11/30/18)</b><br>Dig, KLA, BRS, Hydrosystems, MEC & Martin/Martin                        | <b>\$39,870</b>   |
| <b>Task 10</b>   | <b>Redesign &amp; CD Final Repackaging (12/01/18-1/31/19)</b>  | <b>\$30,800</b>   |
| <b>Task 11</b>   | <b>CO Supplemental Services - Martin/Martin Opt Obsrv.</b><br>& reserve for any unanticipated work approved by client. | <b>\$45,300</b>   |
| <b>DIG STUDIO TEAM PROFESSIONAL SERVICES LUMP SUM FEE:</b> |  | <b>\$ 259,726</b> |

**Reimbursable Expenses:**

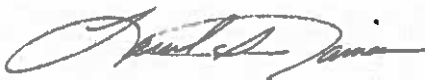
The fees above include expenses related to all scope items.

**Attachments:**

- 1) Attachment 6: Paco Sanchez Park CD/CO Scope Phasing Diagram
- 2) Attachment 9: Amended Personnel Assignments and 2019 Hourly Rates
- 3) Attachment 10: Consultant Fee Breakout for Task 8, 9, 10, and 11

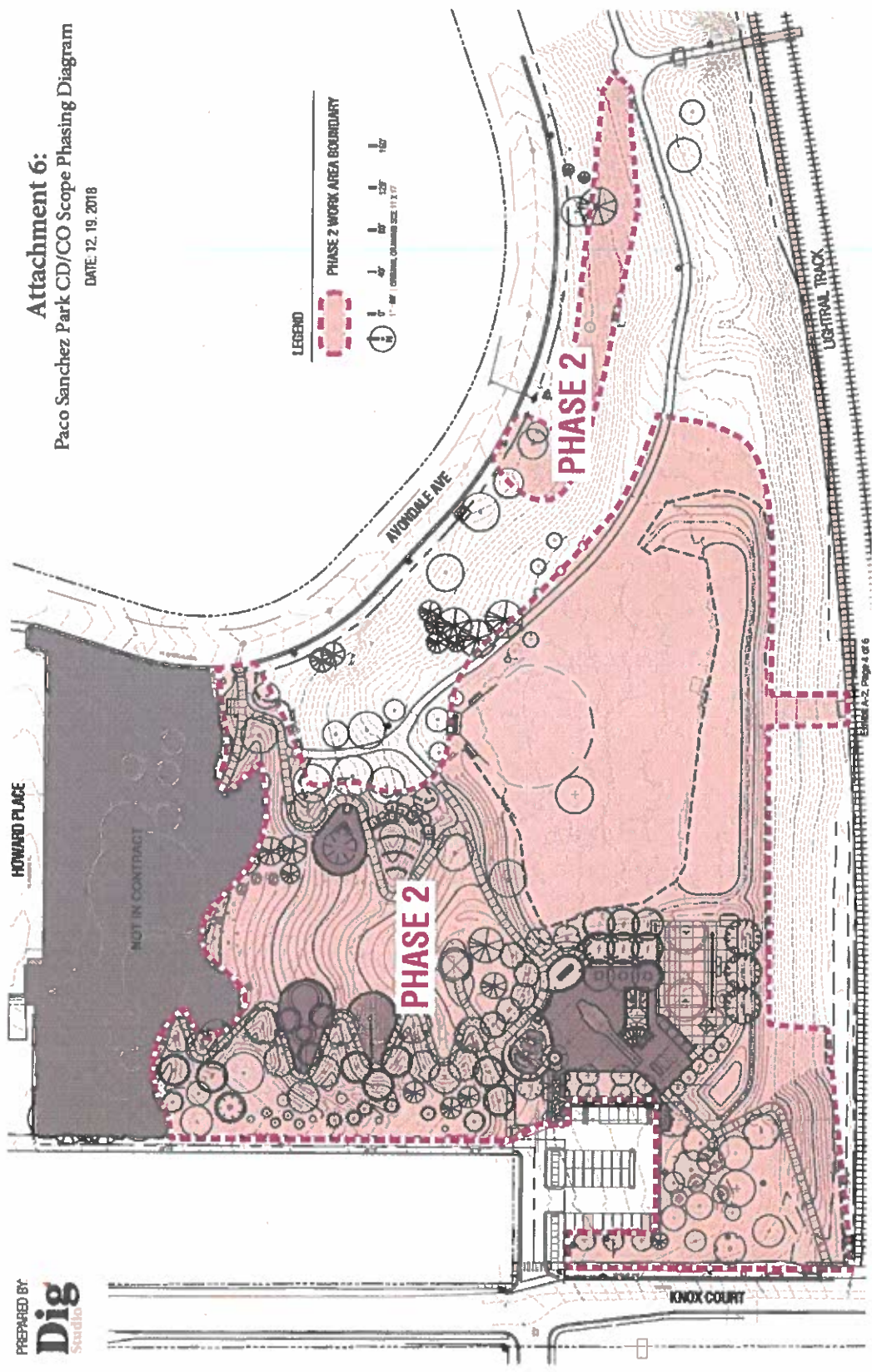
These fees are based on our current understanding of the project and desired scope of services.

Sincerely,



**Laurel S Raines, PLA, ASLA**

Senior Principal, Dig Studio, Inc.



|   |                    |                    |  |
|---|--------------------|--------------------|--|
| <b>ATTACHMENT 9</b>                           |                    | 7/11/2018          |  |
| <b>PERSONNEL ASSIGNMENTS AND HOURLY RATES</b> |                    |                    |  |
| <b>Paco Sanchez Park</b>                      |                    |                    |  |
|   |                    |                    |  |
| <b>Firm</b>                                   | <b>Title</b>       | <b>Hourly Rate</b> |  |
| <b>Dig Studio</b>                             | Principal          | \$ 190.00          |  |
|   | Project Manager    | \$ 120.00          |  |
|   | Landscape Designer | \$ 90.00           |  |
|   |                    |                    |  |
| <b>BRS Architecture</b>                       | Principal          | \$ 210.00          |  |
|   | PM/DM              | \$ 165.00          |  |
|   | Designer           | \$ 135.00          |  |
|   |                    |                    |  |
|   |                    |                    |  |



**Attachment 10**

**Re Imagine Play at Paco Sanchez Phase Two**

**Construction Observation (CO), Value Engineering (VE), Construction Document (CD) Repackaging & Supplemental Fees**

REVISED DATE: 12/19/2018

|                    | Task 8.                                    | Task 9.                      | Task 10.                                  | Task 11.                 |                   |  |
|--------------------|--|------------------------------|---|--------------------------|-------------------|--|
|                    | <b>CO Fees</b>                             |                              |   |                          |                   |  |
| <b>Consultants</b> | <b>(Feb 1, 2019 - End of Construction)</b> | <b>Incurred VE Fees</b>      | <b>Redesign &amp; CD Repackaging Fees</b> | <b>Supplemental Fees</b> | <b>Total Fee</b>  |  |
|                    |  | <b>(July - Nov 30, 2018)</b> | <b>(Dec 1, 2018 - Jan 30, 2019)</b>       |                          |                   |  |
| Dig Studio         | \$ 95,440                                  | \$ 26,100                    | \$ 18,000                                 | \$ 35,000                | \$ 174,540        |  |
| BRS                | \$ 32,906                                  | \$ 5,000                     | \$ -                                      | \$ -                     | \$ 37,906         |  |
| Martin-Martin      | \$ 9,700                                   | \$ 5,020                     | \$ 7,500                                  | \$ 10,300                | \$ 32,520         |  |
| KL&A               | \$ 2,250                                   | \$ 1,200                     | \$ 3,800                                  | \$ -                     | \$ 7,250          |  |
| KDI/Hydro          | \$ 2,380                                   | \$ 1,650                     | \$ 1,500                                  | \$ *                     | \$ 5,530          |  |
| MEC                | \$ 1,080                                   | \$ 900                       |   | \$ -                     | \$ 1,980          |  |
| <b>Total Fees</b>  | <b>\$ 143,756</b>                          | <b>\$ 39,870</b>             | <b>\$ 30,800</b>                          | <b>\$ 45,300</b>         | <b>\$ 259,726</b> |  |

\* Note: Dig to confirm fees with subconsultants.