

**REVIVAL AND SECOND AMENDATORY
DESIGN SERVICES AGREEMENT**

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **HUITT-ZOLLARS, INC.** (the "Design Consultant"), 4582 South Ulster Street, Suite 1303, Denver, Colorado 80237, a Texas corporation, collectively ("the Parties").

RECITALS:

A. The Parties entered into an Agreement dated March 23, 2010 and amended the Agreement on May 04, 2012 to obtain professional architecture and engineering design services in support of the University & Josephine 1st to 6th Avenue Street Reconstruction, N. University Outfall (CCN), and Cherry Creek East Basin (CCE) (the "Project").

B. The Parties now wish to revive and amend the Agreement to include Additional Services necessary to complete the project, make a corresponding adjustment to the Maximum Contract Amount and extend the term of the Agreement.

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

1. All references to "...**Exhibit A and A-1** ..." in the existing Agreement shall be amended to read: "...**Exhibit A, A-1 and A-2**, as applicable..." The Scope of Work marked as **Exhibit A-2** is attached and incorporated herein by reference.

2. Subparagraph (b) of Paragraph 2.08 entitled "Additional Services.", of the Agreement, is hereby deleted in its entirety and replaced with:

"(b) Before providing any such services, the Design Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in **Exhibit A-1 and A-2** of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Design Consultant that the maximum cost of such services will not cause the total amount payable to the Design Consultant under this Agreement to exceed the maximum contract amount. In no event shall any form of authorization or preapproval of additional services be deemed valid or binding upon either the City or the Design Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the maximum contract amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Design Consultant and approved in writing by the City."

3. Paragraph 3.03 of the Agreement entitled “**Fee for Additional Services**” is hereby amended to read as follows:

“**3.03 Additional Services.** If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08 and for the additional services attached as **Exhibit A-2**. The maximum amount to be paid for all additional services under this contract is Three Hundred Seventy-Six Thousand Seven Hundred and Forty-Nine Dollars (\$376,749.00).”

4. Paragraph 3.05(a) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“**3.05 Maximum Contract Amount.**

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND, NINE HUNDRED FOURTEEN DOLLARS AND THIRTY-SIX CENTS (\$1,175,914.36)** (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. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

5. Paragraph 4.01 of the Agreement entitled “**Term**” is hereby amended to read as follows:

“**4.01 “Term.** The term of this Agreement commenced on March 23, 2010 and will expire on December 31, 2015.”

6. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

**EXHIBIT LIST:
EXHIBIT A-2 - SCOPE OF WORK**

[SIGNATURE PAGE TO 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-CE91238-02

Contractor Name: HUITT-ZOLLARS INC

By: 

Name: KIM R. KEMPER
(please print)

Title: SENIOR VICE PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: Janet L. Shaw
(please print)

Title: Accounting
(please print)



Exhibit A-2

May 28, 2014

John LaSala, PE, PTOE
Project Manager
City & County of Denver-Public Works Transportation
201 West Colfax, 5th Floor
Denver, Colorado 80202

Ref: CE91238 – University & Josephine Street and Drainage Improvements Project
Additional Services

Dear John:

The following additional services outside the original scope of work have been requested:

Scope of Services

- *Revisions to Cherry Creek North Outfall Alignment and Pipe Material.* Due to design complexities, the storm alignment was changed at 60% completion. This change was outside the scope of the original contract. Utility relocations, impacts to adjacent properties and traffic closures necessitated the alignment change. This revision also includes a change of the pipe material from reinforced concrete to fiberglass-reinforced, polymer mortar to increase flow capacities, expedite construction and allow for additional utility clearances throughout the project.
- *Reconstruction of 4th Avenue from St. Paul Street to Columbine Street.* Design for reconstruction of 4th Avenue to include street and intersection design, along with preparation of plan & profile sheets and revisions to intersection grading plans and details.
- *65% Wastewater Constructability Review Coordination.*
- *Revisions to Street Plans due to Storm Sewer Revisions.* The revisions in the outfall alignment described above required modifications to the street plans for this project and included revisions to the demolition plans, construction phasing plans, roadway cross sections, intersection details, and curb return profiles.
- *Preparation of Separate Construction Packages.* The project was broken into multiple packages for construction. This involved preparing multiple packages with individual quantity tabulation and cover sheets for each, separate project special provision documents, as well as sheet numbering and indices.
- University Street Median Redesign

Estimated Cost

The estimated additional cost for this work is \$219,014.

Revisions to Cherry Creek North Outfall	\$ 56,100
Design for Reconstruction of 4 th Ave.	\$ 17,060
65% Wastewater Review Coordination	\$ 25,950
Revisions to Street Plans	\$ 59,256
Preparation of Separate Construction Packages	\$ 39,275
University Street Median Redesign	\$ 20,573
Reimbursable Expenses	\$ 800
<hr/> Total	<hr/> \$219,014

Detailed cost breakdowns for each of these tasks are included in this letter. Please call or e-mail (bmclaren@huitt-zollars.com) if you need additional information, or if you have any questions. We appreciate the opportunity to work with you on this project.

Sincerely,

Huitt-Zollars, Inc.



Brian D. McLaren, P.E.
Project Manager



Kim R. Kemper, P.E.
Senior Vice-President

Cc: Tom Blackman, PE – DWMD