

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NELSON NYGAARD CONSULTING ASSOCIATES, INC.**, a California corporation with its principal place of business located at 116 New Montgomery Street, Suite 500, San Francisco, California 94105 (the “Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Professional Services Agreement dated June 3, 2016 (the “Agreement”) to perform the planning and design services for the Denver Moves Transit Plan.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount and add additional services.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

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

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

3. Paragraph 2 of the Agreement entitled **TERM** is amended to read as follows:

**“2. TERM:** The term of the Agreement commences on **June 13, 2016** and will expire on **June 13, 2019**, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate written amendment to this Agreement (“**Term**”). Subject to the Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date, and the Term of the Agreement will be extended until the work is completed or earlier terminated by the Director; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.A below.

4. Paragraph 3 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraphs A and B entitled “**Maximum Contract Amount**” and “**Reimbursable Expenses and Additional Services**” are amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00)**, unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Consultant acknowledges and affirms that it shall perform all the services and provide all deliverables, as specified in this Agreement, within the specified Maximum Contract Amount.

B. Reimbursable Expenses and Additional Services: The City will not compensate the Consultant for expenses unless specified in **Exhibit B and B-1** or expressly authorized by the City. Expenses not approved for reimbursement (including: telephone, postage, and messenger service) are, in all such instances, included in the hourly rates paid by the City. The Consultant shall be compensated for any additional services requested by the City as specified in **Exhibit A and A-1**, subject to the terms and conditions set forth herein and an additional services budget limits for that specific task. The total that will be paid to consultant for reimbursable expenses and additional services shall not exceed **Ninety- Three Thousand Three Hundred Eighty-Six Dollars and Zero Cents (\$93,386.00)** as set out in **Exhibit B and B-1.**”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**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-201627471-01

**Contractor Name:** NELSON NYGAARD CONSULTING  
ASSOCIATES INC

By: Paul Jewel

Name: Paul A. Jewel  
(please print)

Title: Managing Director  
(please print)

**ATTEST: [if required]**

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

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

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



# Exhibit A-1

## DENVER MOVES: TRANSIT

### SUPPLEMENTAL SCOPE OF WORK

**Overview:** This supplemental scope of work describes additional services for consultant staff support necessary for the successful completion of the *Denver Moves: Transit* project per the request of the City of Denver. The additional tasks also support the ongoing coordination with Denveright plans, including closely coordinated efforts with the Blueprint Denver update. The task numbers referenced below are the same numbers established in the original scope of work/contract. All scope assumptions from the original contract remain in effect for this supplemental scope of work.

#### TASK 1 PROJECT MANAGEMENT

##### *Task 1.3 Project Management Team and Agency Advisory Team Meetings*

The Consultant shall attend additional internal committee/team meetings (e.g., Project Management Team (PMT) and Agency Advisory Team (AAT)) with CCD and partner agencies to ensure ongoing coordination throughout the second phase of plan development and integration with the Denveright effort. The Consultant will provide up to four staff for each meeting to support this task. Responsibilities include, but are not limited to, preparing meeting materials/presentations, documenting meeting notes/summaries, presenting information, meeting facilitation, and follow up on action items.

##### *Task 1.4 Regional Transportation District (RTD) Coordination*

Coordination with RTD has been ongoing throughout the *Denver Moves: Transit* effort. Supplemental budget will support more extensive coordination with RTD, including participation of more Consultant team members in these coordination activities. Additional areas for coordination include methodology development for analysis tasks, multiple rounds of data collection and review for the priority transit corridors, and extensive coordination on detailed project costs and recommendations.

##### *Task 1.5 Ongoing Project Coordination and Communications*

Given the complexity of the Denveright planning effort as well as many other initiatives underway concurrently in Denver, additional coordination and communications will be required. Supplemental budget will continue to support biweekly check-in calls with CCD's project manager and additional project coordination and communications with other city partners. Additional resources will also allow for participation in meetings and activities, as needed, by additional members of the project team.

##### *Task 1.6 Ongoing Coordination with Other Citywide Plans (Denveright)*

Critical to the success of *Denver Moves: Transit* is ongoing coordination and information-sharing with the other three Denveright plans. The collaboration includes meetings, phone calls, data transfers, coordinated materials, meeting coordination, outreach planning and delivery, and consistent appearance of project deliverables and outreach materials. Supplemental budget will support the participation of additional team members in Denveright coordination efforts, including efforts related to scenarios, corridors, access to transit, and engagement.

### Supplemental Task 1 Deliverables

- Additional staff attendance at PMT and AAT meetings
- Additional coordination with RTD staff to support plan completion
- Additional project coordination, including participation by additional staff
- Additional Denverlight coordination, including participation by additional staff

## TASK 2 COMMUNITY OUTREACH AND ENGAGEMENT

### Task 2.5 *Denver Moves: Transit Task Force*

Supplemental budget will support pre- and post-meeting check-ins with the co-chairs, increased duration of Task Force meetings (increased from 2 to 2.5 hours), an additional Task Force meeting in 2018, significant coordination and reviews of activities and materials (including collaboration with the Denverlight plans), and additional Consultant staff attendance at meetings.

### Task 2.8 *Additional On-the-Street Engagement*

Supplemental budget will support additional on-the-street engagement, to be coordinated with CCD and Denverlight. Examples of activities include additional storefront workshops in more parts of the city or at various points in the planning process, additional outreach to transit riders throughout the planning process, participation in more community events, and the expectation of additional Denverlight outreach event and activity coordination. These additional events will require translation and interpretation services.

### Task 2.9 *Enhanced Online or Virtual Engagement*

Supplemental budget will support development of the Build Your Own Transit System tool in Spanish (requires a second set-up through the vendor) as well as the mobile application and recreation of the tool in multiple formats. Additional budget also supports the translation of the survey.

### Supplemental Task 2 Deliverables

- Additional staffing and coordination for Task Force
- Additional on-the-street engagement activities
- Build Your Own Transit System in Spanish and in mobile/other formats
- Additional translation and interpretation to support items above

## TASK 6 CORRIDOR SCREENING AND EVALUATION

### Task 6.5 *Advancement of Priority Corridor Recommendations*

Building from the corridor analysis completed in Tasks 6.1 to 6.4, the Consultant will advance two priority transit corridors to the level of analysis required to support a supplemental phase of project development. This may involve development of specific corridor alternatives or other tasks, up to the amount included in the supplemental budget.

### Additional Task 6 Deliverables

- Plan for advancing two priority corridors to the next phase of project development

## TASK 7: STATION/STOP TYPOLOGY

### Task 7.4 Bus Stop Inventory Process

Through the development of the State of the System Report, the project team identified the lack of a centralized inventory of bus stops and bus stop amenities in Denver. The Consultant will establish a process to support creation of a citywide inventory of bus stops. This will include the following steps:

- Conduct a scan of approaches used by other cities or transit agencies (up to five total) to establish bus stop inventory best practices
- Develop a methodology for the stop amenity inventory, including a data collection plan for implementation by CCD and/or partners as well as a checklist of data to be gathered and templates to support data collection and reporting
- Identify potential approaches to database software/inventory framework, maintenance and recommendations for ownership
- Summarize next steps for the inventory and potential uses of the data, including discussions about maintenance of both current and future amenities

#### Additional Task 7 Deliverables

- Technical memo summarizing best practices in bus stop inventories
- Methodology for station/stop amenities survey, including inventory materials, software/framework
- Summary of next steps and recommendations for database ownership, use, and maintenance

## TASK 10: PLAN PREPARATION, REVIEW, AND COMPLETION

### Task 10.1 Draft Plan

Supplemental budget will support two substantive and one final round of CCD and RTD review of the draft plan and executive summary. The consultant shall provide the transit plan content to support the development by others of the final E-Plan format of the Denveright plans.

#### Additional Task 10 Deliverables

- Revised draft (after first round of comments) for client review

## TASK 11: ADDITIONAL SERVICES

The project is anticipated to extend into 2018, in part due to the coordination with the Blueprint Denver update and Denveright, and will require additional scoping and budgeting to support completion of the project and additional tasks to initiate implementation. At the request of the CCD Project Manager and with written confirmation, the Consultant will provide additional services, including:

- Additional services required for the first 18 months of the project, including but not limited to: analysis, meeting attendance, document and graphic production, support for outreach tools/activities, additional outreach event attendance, and coordination support activities for the four-plan effort.
- Continued project support (beyond 18 months) including, but not limited to: meeting attendance, additional document production, additional analysis, implementation support, and coordination for the four-plan effort and alignment with the *Blueprint Denver* schedule.

- Additional outreach and engagement, such as development of a second project video at the conclusion of the plan or additional public meetings or events.
- Production of supplemental materials, such as an online plan or executive summary, to support the delivery of *Denver Moves: Transit*.
- To advance the implementation of Denver Moves: Transit, the consultant will participate in the visioning tasks of Denver Moves: Downtown Project.

Before any additional services are provided, the additional services scope and required level of effort will be agreed upon by the CCD Project Manager and the Consultant Project Manager.

#### **Additional Task 11 Deliverables**

- TBD



# Exhibit B-1

Sept 2017

Denver Moves: Transit Supplemental Budget Estimate		Nelson\ Nygaard	Subconsultants			Total Subcon.	Total
			Felsburg Holt & Ullevig	Zoeller Consulting LLC	Two Hundred		
<i>Task numbers referenced below are the same numbers established in the original scope of work.</i>							
Task	Description						
1	Project Management						
	Task Total	\$10,000	\$5,000	\$0	\$0	\$5,000	\$15,000
2	Community Outreach & Engagement						
	Task Total	\$10,000	\$2,500	\$4,000	\$1,000	\$7,500	\$17,500
3	Denver Moves: Transit State of the System Report						
	Task Total	\$0	\$0	\$0	\$0	\$0	\$0
4	Transit Visioning						
	Task Total	\$0	\$0	\$0	\$0	\$0	\$0
5	System Scenario Development						
	Task Total	\$0	\$0	\$0	\$0	\$0	\$0
6	Corridor Screening & Evaluation						
	Task Total	\$17,500	\$2,500	\$0	\$0	\$2,500	\$20,000
7	Station / Stop Typology						
	Task Total	\$5,000	\$0	\$0	\$0	\$0	\$5,000
8	Proposed Improvement Prioritization & Conceptual Cost Estimates						
	Task Total	\$0	\$0	\$0	\$0	\$0	\$0
9	Funding, Governance, Transit Policy, & Implementation Strategies						
	Task Total	\$0	\$0	\$0	\$0	\$0	\$0
10	Plan Preparation, Review, & Completion						
	Task Total	\$7,500	\$0	\$0	\$0	\$0	\$7,500
11	Additional Services						
	Task Total	\$27,000	\$5,000	\$2,000	\$1,000	\$8,000	\$35,000
<b>TOTAL COSTS</b>		<b>\$77,000</b>	<b>\$15,000</b>	<b>\$6,000</b>	<b>\$2,000</b>	<b>\$23,000</b>	

Total Supplemental Budget \$100,000