

## THIRD 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, whose address is 4582 South Ulster Street, Suite 1500, Denver, CO 80237 (the “Design Consultant”), jointly (“the Parties”).

### WITNESSETH:

**A.** The Parties entered into Design Services Agreement dated August 28, 2018, Amendatory Agreement dated April 30, 2020, and Second Amendatory Agreement dated December 2, 2020 (collectively, the “Agreement”) to furnish professional design services for the Project as set forth in the Agreement.

**B.** The Parties wish to amend the Agreement to modify the scope of work, extend the term, and increase funding.

**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, A-1, and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Amendatory Agreement is hereby incorporated by reference.

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

“3. **COMPENSATION, PAYMENT, AND FUNDING:**

**3.05 Maximum Contract Amount:**

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS AND EIGHTY-NINE CENTS (\$1,870,931.89)** (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, 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.”

3. Section 4.01 of the Agreement entitled “**Term**” is amended to read as follows:

“4. **TERM AND TERMINATION:**

**4.01 Term:**

The Agreement commenced on August 28, 2018 and expires on June 30, 2023.”

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

5. This Third 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:** DOTI-202158694-03[201843805-03]  
**Contractor Name:** KIMLEY-HORN AND ASSOCIATES, 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:**  
**Contractor Name:**

DOTI-202158694-03[201843805-03]  
KIMLEY-HORN AND ASSOCIATES, INC.

By:  \_\_\_\_\_  
5C42CD1DEF9B490...

Name: Brian Valentine  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A-2



April 28, 2021

Mr. James Colbert, PE  
City and County of Denver  
201 West Colfax Avenue  
Denver, CO 80202

**RE: *South Broadway Multimodal Transportation Design Project for Department of Public Works  
City and County of Denver, CO  
Amendment #3 to Professional Services Agreement***

Dear Mr. Colbert:

**Kimley-Horn and Associates, Inc.** (the "Consultant" or "Kimley-Horn") is pleased to submit this Amendment to modify the agreement dated August 28, 2018 (the "Agreement") with the **City and County of Denver** (the "Client" or "CCD") for the South Broadway Multimodal Transportation Design Project for Department of Public Works in Denver, Colorado (the "Project"). Kimley-Horn has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth below. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

Kimley-Horn will proceed with the following tasks upon receiving written authorization to proceed.

### **SCOPE OF SERVICES**

#### **Revised Task 1 – Project Management**

The Agreement was originally set to expire on December 31, 2020. Amendment #2 included a contract extension until June 30, 2021. As part of this Amendment, the project timeline will be extended through 6/30/2023.

Task 1 is revised to include additional Project Management, Bi-Weekly PM Meetings (up to eighteen [18] meetings), and administrative aspects associated with the project consisting of accounting and invoicing throughout the extended duration of the Project.

#### **Revised Task 2 – Public and Stakeholder Engagement**

Given the unanticipated delays in the technical process outlined in Task 1, an updated outreach strategy for community engagement is necessary in advance of the Final Design. Also, additional engagement has been requested by the City for 100% Outreach Efforts and Construction Procurement Outreach Efforts.

In support of an updated outreach strategy, the Project Team will prepare for, facilitate, and debrief up to two (2) additional public engagement events as outlined below.

### **Touchpoint #1: Key Stakeholder Briefing and Project Update**

- Materials development/review
- Schedule/implement up to five (5) stakeholder briefings
  - Broadway Partnership
  - Council Districts 7-Clark/6-Kashmann
  - RNOs: West Wash Park/Baker/Lincoln-Broadway/Speer
- Project update/email public meeting announcement

### **Touchpoint #2: Final Design Workgroup & Community Workshop**

- Final Design Workgroup Stakeholder Meeting
- Virtual Community Workshop
- Coordinate approach to interim preconstruction outreach during procurement

### **Touchpoint #3: Approval of Final Design**

- Project update e-newsletter and website updates re: approval of final design
- Up to three (3) key stakeholder briefings/office hours. Potential groups include:
  - Broadway Merchants Association
  - Council Districts 7-Clark/6-Kashmann
  - RNOs: West Wash Park/Baker/Lincoln-Broadway/Speer
- Final Design and Public Art Office Hours
  - Coordinate with Arts & Venues, Denver Economic Development Office (DEDO) and Office of Community and Business Engagement (OCBE) to provide an update on final design, schedule and public art process.

### **Touchpoint #4: Construction Procurement**

- Project update e-newsletter and website updates re: construction procurement
- Up to three (3) key stakeholder briefings/office hours. Potential groups include:
  - Broadway Merchants Association
  - Council Districts 7-Clark/6-Kashmann
  - RNOs: West Wash Park/Baker/Lincoln-Broadway/Speer
- Final Design/Public Art Office Hours
  - Coordinate with Arts & Venues, DEDO and OCBE to provide an update on procurement process, construction impact mitigation options for local businesses and final public art installation plan.

## **Revised Task 5 – Final Design**

### *Sidewalk and Curb & Gutter Improvement Area*

The City has identified areas that the proposed project improvements are located adjacent to existing sidewalk and/or curb and gutter that is in poor condition. Kimley-Horn will provide limited revisions of the design of the proposed curb and gutter and sidewalks at up to eight (8) locations to extend the limits of improvements to include reconstruction of existing infrastructure that is in poor condition. It is understood



that these locations are limited to minor additions to the current proposed improvements. The design changes will be reflected in the construction documents as necessary.

#### *Potholing Allowance and Budget*

The original Agreement included an allowance for potholing of \$32,500. Throughout the project, the Kimley-Horn Team and the City coordinated to determine the specific quantities and locations of potholing to be completed based on the project improvements. It was determined that an additional \$24,000 of potholing budget is necessary in addition to the original allowance to complete the necessary potholing for the project.

#### *Curb Ramp – CCD Credit*

Amendment #1 to the South Broadway Multimodal Transportation Design Project included the design of up to twenty-eight (28) additional curb ramps would be designed. Throughout the project, it was determined that approximately half of these locations would proceed to final design. Amendment #3 consists of a credit to the City for this scope and effort.

### **Revised Task 15 – Final Water Quality Planter Civil Design**

#### *Water Quality Improvement Coordination Project Meetings*

Kimley-Horn will prepare for and attend up to one (1) field visit and up to three (3) meetings with the City, Project Team, and Stakeholders to review the potential water quality improvement area locations and to determine the scope of the improvements. In preparation for these meetings, Kimley-Horn will provide supporting exhibits. Kimley-Horn will also provide cost estimates and quantity takeoffs in the plan submittals.

#### *Revised Water Quality Improvement Design, Plan Revisions, and Coordination*

Based on the revised direction from the City, Kimley-Horn will update the design to and construction remove the previously prepared water quality improvements. Kimley-Horn will update the design and construction drawings to consist of upgraded tree grate locations outside of those necessary due to the project paving limits of disturbance. It is anticipated that the project will include up to thirty-five (35) upgraded tree grate locations based on the City's \$300K budget for these improvements. Kimley-Horn will prepare an exhibit identifying these proposed locations and revise based on up to one (1) round of reasonable City comments. Kimley-Horn will participate in up to two (2) meetings with the City in support of these upgraded tree grate locations.

#### *Water Quality Planter Civil Design – CCD Credit*

Amendment #1 to the South Broadway Multimodal Transportation Design Project included the design of up to water quality improvements from Bayaud Ave to 2<sup>nd</sup> Avenue. Throughout the project, it was determined that the final design of these improvements would proceed to final design due to City construction budget constraints. The design of these improvements advanced to 60% design. Amendment #3 consists of a credit to the City for the final design effort for this task.

### **New Task 18 – CDOT Coordination and Environmental Analysis**

It is understood that based on the federalization of the project, the project will be required to go through the formal CDOT process including FIR/FOR plan reviews, clearances, and permits.

*FIR/FOR Review*

An electronic PDF of the 90%/FOR plans, specifications, and cost estimate will be submitted to CDOT by the City for review. Once comments have been received from the CDOT, Kimley-Horn will schedule and attend a combined FIR/FOR meeting with CDOT. Kimley-Horn will coordinate, prepare for, and attend the FIR/FOR meeting. Kimley-Horn will document and summarize comments, questions, concerns, and associated proposed solutions raised during the submittal review or meeting. Kimley-Horn will address up to one (1) round of reasonable consolidated CDOT comments on the FIR/FOR plans and prepare the final plans. Kimley-Horn will provide a formal comment response letter and/or matrix for comments received for the 90%/FIR/FOR plans.

*Meetings and Coordination*

Kimley-Horn will prepare for and attend up to two (2) meetings with CDOT. It is anticipated that these meetings will consist of the following:

- Up to one (1) CDOT scoping meeting; and
- Up to one (1) FIR/FOR comment review meeting.

*Specifications*

Kimley-Horn will update and finalize the project specifications developed during the preliminary design phase to be in accordance with CDOT standards. This includes the use of the CDOT standard specifications, CDOT standard special provisions, project special provisions and the City and County of Denver Design and Construction Specifications. Any unique construction activities and/or pay items (including items not already covered in CDOT's Standard Specification for Road and Bridge Construction and force account items) will be accompanied with a reviewed and approved Project Special Provision.

*Clearance*

Kimley-Horn will endeavor to obtain the necessary permits and clearances prior to the advertisement for construction. Kimley-Horn will coordinate, prepare, and submit applications, analyze and develop any necessary design information for the appropriate agencies to obtain applicable permits and clearances. It is anticipated that these clearances will include environmental/historic, utility, and ROW.

*Environmental Report and CDOT 128 Checklist****Natural Resource Site Investigations***

Kimley Horn will conduct limited natural resource site investigations within the project site to confirm that no significant environmental impacts related to natural resources will result from the project. The scope of the site investigations will be limited to federally threatened and endangered species (T&E), state listed species, wetlands, migratory bird nesting, and noxious weeds.

***CDOT Form 128 and Type I Categorical Exclusion Environmental Support Document***

Kimley-Horn will complete the Type I Categorical Exclusion checklist (CDOT Form 128) along with the environmental support documentation to be submitted to CDOT for review. The environmental support documentation will summarize each environmental resource clearance from the CDOT Form 128 checklist, findings from site investigations led by Kimley-Horn and Pinyon Environmental, and the previously



conducted contamination study provided by CCD. It is anticipated that no significant environmental impacts will result from this project. Upon approval from CCD, Kimley-Horn will submit the environmental support documentation and CDOT Form 128 checklist to CDOT Region 1 Environmental for review. Kimley-Horn will conduct up to five (5) coordination meetings and respond to one (1) round of comments and/or requests for additional information from CDOT environmental related to submission of the environmental support documentation and CDOT Form 128 checklist.

The environmental support documentation will include:

- Introduction and project description
- Resource clearance sections
  - Air Quality
  - Noise
  - Hazmat
  - T&E and State Listed Species
  - Wetlands
  - History
  - Section 4(f)
  - Section 6(f)
  - Other
    - Community outreach
    - Migratory bird nesting
    - Noxious weeds
- Implementation of project mitigation commitments (if applicable based on coordination)
- Figures
  - Location Map
  - USGS Quadrangle Map
  - Contamination Sites Map (if applicable)
  - Listed Species Map (if applicable)
  - Wetland and Surface Water Map (if applicable)
  - Historical Sites Map (if applicable)
- Appendices
  - Photographic Log
  - Contamination Screening and Soil Management Plan (Provided by CCD)
  - IPAC Report
  - History Report (Provided by Pinyon)
  - Visual Assessment Checklist (if applicable)
  - Community Outreach Documents

#### *Historic*

Kimley-Horn, through use of a qualified subconsultant, Pinyon Environmental, will complete a Section 106 Compliance and Visual Impact Analysis (VIA).

#### **Section 106 Compliance**

Pinyon will initiate the project with a search of the Office of Archaeology and Historic Preservation (OAHP) COMPASS database, followed by a kick-off meeting with CDOT to confirm approach, level of effort, and

deliverables. Broadway through the City of Denver is a well-studied corridor including a number of older and historic resources. The roadway itself may contain remnants of the Denver Tramway trolley tracks embedded in its pavement and sidewalks containing flagstone curbs – both features have previous historic evaluation through the corridor. Based on the nature of anticipated impacts to the historic environment, Pinyon anticipates intensive survey of Broadway and its features, including trolley tracks and flagstone curbs, and reconnaissance survey of an Area of Potential Effects (APE) comprising the first parcel adjacent to the right of way on either side of the roadway. Pinyon would compose a GIS map and accompanying chart of locations of listed, eligible, and un-surveyed sites that meet the age threshold for historic potential. For the reconnaissance evaluation, resources may be treated as eligible. In lieu of survey of the section tier APE, visual and audible effects may be demonstrated through renderings/mapping/etc., as applicable and available. We assume these exhibits will demonstrate effects which may be characterized by the Section 106 determination of no adverse effect. Pinyon understands that limited ROW and/or easements may be required to accommodate the project. In certain cases, evaluation or re-evaluation of these resources may be required to support a determination of no adverse effect. Therefore, this scope accommodates a limited number of Office of OAH 1403, 1400/1418, and 1405 forms. It is anticipated that trolley tracks, if present, would be cleared using a new Programmatic Agreement completed by CDOT.

Pinyon anticipates up to five (5) project meetings specific to or including historic as a primary discussion item. This scope accommodates attendance of the project historian and project manager. These meetings may be with CDOT and/or the Section 106 Consulting Parties.

**Deliverables:**

- Reconnaissance Survey of up to 200 resources (GIS map and chart), Intensive Survey of up to five resources (Form 1403 or 1400/1418)
- Re-Visitation Survey of up to six resources (Form 1405), APE Map
- Eligibility and Effects Letter Report including Section 106 Effects and Section 4(f) notifications

**Visual Impact Analysis (VIA)**

Pinyon will complete a Visual Impact Assessment (VIA) questionnaire to evaluate the level of assessment required. The level of assessment will be confirmed by CDOT prior to Pinyon performing a VIA for the project area in compliance with FHWA guidelines which will include the following:

1. Characterize Project Information and Visual Attributes:
  - Review elements of the Proposed Project and describe noticeable changes to the project setting.
  - Conduct field observation and photographic inventory.
  - Characterize Visual Context including desktop research and reconnaissance.
2. Research Policies, Guidelines, and Feedback:
  - Collaborate with CDOT R1 staff and landscape architects, review requirements, and document project location. Assumes two coordination meetings with CDOT.
3. Prepare the VIA Scoping Questionnaire and supporting documentation.
  - Determine the appropriate level of VIA analysis.
4. Prepare appropriate level of VIA analysis up to a VIA Memorandum:

- The information used in the Visual Resource Scoping Documentation will determine the level of effort for the VIA Memorandum.
- Pinyon assumes a brief memo will be required as a result of the findings of the questionnaire. If additional sketches, coordination and/or a detailed technical memorandum is requested, additional fee will be required.

**Historic Assumptions:**

- This scope assumes no Historic Resource Report will be included.
- This scope assumes all project meetings will be held on a virtual conferencing platform.
- This scope assumes a Section 106 finding of no adverse effect. Should adverse effect resolution be required, this service is available for an additional fee.
- This scope assumes any official determinations of eligibility will be considered current if performed within the last 10 years.
- This scope assumes National Register Listed sites and districts will not be re-evaluated for NRHP eligibility.
- This scope assumes a worst-case scenario evaluation of anticipated ROW or easements, offering a greater degree of flexibility in the SHPO concurrence as the project advances past the 90% design.
- This scope assumes resources will be treated as eligible and result in a determination of no adverse effect. Additional historic survey will be performed only for resources for which effects determinations may require additional resource-related information. This is anticipated for a limited number of resources, including Broadway.
- This scope does not include compliance support for archaeological resources. If desired, this service is available for an additional fee.

*Utility*

Kimley-Horn will prepare and coordinate required utility agreement letters to be signed by the private utility providers required to perform necessary utility relocations. Kimley-Horn will also provide an updated Utility Conflict Matrix with the final plans in support of this coordination. Due to the unknown extent of these services, we have assumed up to 50 hours Utility Clearance Letter support for estimating purposes. In the event that services are extended beyond the estimated fee, an amendment to this Agreement will be processed.

*ROW*

Kimley-Horn and the City will coordinate with CDOT right-of-way staff to process the required right-of-way clearance for the project. It is understood that the previously identified temporary construction easements are the only necessary ROW acquisitions and that this process is being completed through the City.

*Risk Matrix*

Kimley-Horn will populate a Risk Matrix based on the current and projected future status. This risk matrix will be updated throughout the life of the project.

**New Task 19 – Bidding and Construction Phase Services**

Kimley-Horn will assist the City with Bidding Phase Services and limited Construction Phase Services for the Project. These services are anticipated to consist of the following as directed by the City:



- Respond to technical questions regarding the construction plans by Contractors. A list of all questions will be maintained by Kimley-Horn during the bid phase. Addenda will be prepared as necessary to answer pertinent questions.
- Complete site visits and to observe construction
- Review shop drawings

Kimley-Horn will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Bidding Phase and Construction Phase Services will be provided by Kimley-Horn on a time and materials basis. For estimating purposes, we have assumed a 12 month construction schedule with 15 hours planned per month, for a total of up to 180 hours for these services. In the event that services are extended beyond the estimated fee, and amendment to this Agreement will be processed.

## **New Task 20 – Additional Tasks as Assigned by the City**

### *Denver Water Utility Relocations and Improvements*

Based on the 90% plans, it is assumed that there are up to ten (10) locations within the project that include limited clearance between the proposed storm drain and the existing water line. It is assumed that Denver Water will require waterline lowering and/or improvements at these locations. Kimley-Horn will provide waterline lowering improvement design at up to ten (10) locations and incorporate into the construction documents.

#### *Additional Tasks*

Kimley-Horn can support the City with additional tasks as requested. We have budgeted up to 125 hours for these tasks.



## FEE AND EXPENSES

Kimley-Horn will perform the services described in the new and revised tasks outlined below for the additional labor fee as follows:

Task	Description	Additional Fee
Revised Task 1	Project Management	\$34,780
Revised Task 2	Public and Stakeholder Engagement	\$60,495
Revised Task 5	Final Design	\$33,420
	Final Design (CCD Credit)	(\$23,590)
Revised Task 15	Water Quality Planter Civil Design	\$16,640
	Water Quality Planter Civil Design (CCD Credit)	(\$19,340)
New Task 18	CDOT Coordination and Environmental Analysis	\$92,920
New Task 19	Bidding and Construction Phase Services	\$25,200
New Task 20	Additional Tasks as Assigned by the City	\$48,995
	Direct Reimbursable Expenses	\$250

### Budget Reallocation

Based on analysis of the Original and Amended Contract Values, Fees Earned To-Date, Projected Fees Necessary to Complete the Scope of Work, and Fee Necessary for Additional it has been determined that \$117,923.11 of remaining project budgets should be reallocated. The Total Amendment #3 New Fees for the are \$269,770. After reallocating budgets, the total contract value for Amendment #3 is \$151,846.89.

*(The remainder of this page intentionally left blank)*

<i>Firm</i>	<u>Total Contract Amount (Original, Amendment 1, Expenses)</u>	<u>Fee Earned To-Date (3/15/2021)</u>	<u>Projected Fee Necessary to Complete Original Scope of Work</u>	<u>Projected Remaining Budget (Fee Available for Reallocation)</u>	<u>Fee Necessary for Additional Services</u>	<u>Notes</u>
Kimley-Horn	\$ 746,883.50	\$ 762,481.49	\$ (15,597.99)	\$ -	\$ 173,100.00	Fees for services included herein.
HKS	\$ 403,650.00	\$ 352,643.51	\$ 51,006.49	\$ -	\$ 24,000.00	Remaining budget necessary to complete original scope of work. \$24K needed in excess of original potholing allowance.
DIG	\$ 183,526.50	\$ 66,505.89	\$ 25,000.00	\$ 92,020.61	\$ -	Due to change in project direction and deliverables, additional budget is remaining. Remaining fee capacity to be reallocated.
Fehr & Peers	\$ 183,025.00	\$ 172,736.25	\$ 10,288.75	\$ -	\$ -	Remaining budget necessary to complete original scope of work.
GBSM	\$ 146,260.00	\$ 156,937.04	\$ (10,677.04)	\$ -	\$ 44,155.00	Fees for services included herein
Triax	\$ 20,000.00	\$ 12,650.00	\$ -	\$ 7,350.00	\$ -	Original scope of services completed. Remaining fee capacity to be reallocated.
200	\$ 16,490.00	\$ 6,187.50	\$ -	\$ 10,302.50	\$ -	Original scope of services completed. Remaining fee capacity to be reallocated.
Ridgeview	\$ 11,000.00	\$ 9,500.00	\$ -	\$ 1,500.00	\$ -	Original scope of services completed. Remaining fee capacity to be reallocated.
Arland	\$ 8,250.00	\$ 1,500.00	\$ -	\$ 6,750.00	\$ -	Original scope of services completed. Remaining fee capacity to be reallocated.
Pinyon	\$ -	\$ -	\$ -	\$ -	\$ 28,515.00	Original scope of services completed. Remaining fee capacity to be reallocated.
<b>Subtotal</b>	<b>\$ 1,719,085.00</b>	<b>\$ 1,541,141.68</b>		<b>\$ 117,923.11</b>	<b>\$ 269,770.00</b>	
<b>Total (New Amendment #3 Fees)</b>					<b>\$ 151,846.89</b>	
<b>Total (New Amendment #3 DBE Fees)</b>					<b>\$ 52,515.00</b>	



**CLOSURE**

If you concur in all the foregoing and wish to direct us to proceed with the additional services, please return an executed copy of this Agreement.

We appreciate the opportunity to provide these additional services to you. Please contact me if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

**KHAMT  
53**

By: Brian Valentine, P.E.  
Vice President

**City and County of Denver  
A Municipality**

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

**City and County of Denver**  
**South Broadway MultiModal Work Plan - CO3**  
**Fee Worksheet**  
**Wednesday, April 28, 2021**

<b>CO#3 Total Labor Fee</b>	<b>\$ 269,520.00</b>
<b>CO#3 Reimbursable Expenses</b>	<b>\$ 250.00</b>
<b>CO#3 Contract Total (Labor + Expenses)</b>	<b>\$ 269,770.00</b>
<b>Reallocated Project Budget</b>	<b>\$ 117,923.11</b>
<b>CO#3 Net Budget Request</b>	<b>\$ 151,846.89</b>

<b>CO#3 MWBE Fees</b>	<b>\$ 52,515.00</b>
<b>CO#3 M/WBE %</b>	<b>19.48%</b>

Item	Task	Kimley-Horn and Associates, Inc.					GBSM				HKS	Pinyon Environmental						TOTALS	
		Principal	Project Director	Engineer/ Professional	Analyst III	Analyst I	Sr. Clerical/ Admin	Principal	Senior Associate	Associate	Client Support	HKS	Program Manager	Archaeologist/ Historian II	Archaeologist/ Historian	Landscape Architect II	CAD/GIS Specialist I		Assistant Archaeologist Historian
	Rate	\$ 220.00	\$ 210.00	\$ 145.00	\$ 130.00	\$ 105.00	\$ 110.00	\$ 275.00	\$ 210.00	\$ 145.00	\$ 75.00	\$ -	\$ 188.00	\$ 150.00	\$ 115.00	\$ 150.00	\$ 115.00	\$ 64.00	\$ 92.00
	Hours	-	236.0	484.0	185.0	254.0	24.0	77.0	-	129.0	57.0	-	6.0	28.0	110.0	40.0	17.0	35.0	1.0
	Estimated Labor Total	\$ -	\$ 49,560.00	\$ 70,180.00	\$ 24,050.00	\$ 26,670.00	\$ 2,640.00	\$ 21,175.00	\$ -	\$ 18,705.00	\$ 4,275.00	\$ -	\$ 1,128.00	\$ 4,200.00	\$ 12,650.00	\$ 6,000.00	\$ 1,955.00	\$ 2,240.00	\$ 92.00
	<b>Estimated Total by Firm</b>	<b>\$ -</b>	<b>\$ 17,640.00</b>	<b>\$ 14,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,640.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revised Task 1</b>	<b>Project Management</b>																		
	Project Management		30.0	30.0															60.0
	Bi-Weekly PM Meetings (up to eighteen [18] meetings)		30.0	30.0															60.0
	Project Administration		24.0	40.0			24.0												88.0
																			-
			84.0	100.0			24.0												208.0
		\$ -	\$ 17,640.00	\$ 14,500.00	\$ -	\$ -	\$ 2,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,780.00
<b>Revised Task 2</b>	<b>Public and Stakeholder Engagement</b>																		
	Updated Outreach Strategy																		
	Touchpoint #1		6.0	15.0	5.0														26.0
	Materials Development							6.0		12.0	3.0								21.0
	Key Stakeholder Briefings							10.0		15.0	5.0								30.0
	Comms/Project Management							3.0		3.0									6.0
	Touchpoint #2		6.0	15.0	5.0														26.0
	Design Workgroup Meeting							10.0		15.0	10.0								35.0
	Virtual Community Workshop							15.0		20.0	15.0								50.0
	Interim Outreach Planning							5.0											5.0
	Approval of Final Design		6.0	15.0	5.0														26.0
	E-Newsletter/Website Updates							4.0		8.0	4.0								16.0
	Key Stakeholder Briefings							6.0		9.0	3.0								18.0
	Office Hours							4.0		15.0	5.0								24.0
	Construction Procurement		6.0	15.0	5.0														26.0
	E-Newsletter/Website Updates							4.0		8.0	4.0								16.0
	Key Stakeholder Briefings							6.0		9.0	3.0								18.0
	Office Hours							4.0		15.0	5.0								24.0
																			-
			24.0	60.0	20.0			77.0		129.0	57.0								367.0
		\$ -	\$ 5,040.00	\$ 8,700.00	\$ 2,600.00	\$ -	\$ -	\$ 21,175.00	\$ -	\$ 18,705.00	\$ 4,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,495.00
<b>Revised Task 5</b>	<b>Final Design</b>																		
	Sidewalk and Curb and Gutter Improvement Areas (up to eight [8] locations)		2.0	8.0	28.0	40.0													78.0
	Potholing Allowance and Budget											24,000.0							24,000.0
																			-
			2.0	8.0	28.0	40.0													24,078.0
		\$ -	\$ 420.00	\$ 1,160.00	\$ 3,640.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,420.00
<b>Revised Task 5</b>	<b>Final Design (CCD Credit)</b>																		
	Curb Ramp - CCD Credit		(14.0)	(42.0)	(112.0)														(168.0)
																			-
			(14.0)	(42.0)	(112.0)														(168.0)
		\$ -	\$ (2,940.00)	\$ (6,090.00)	\$ (14,560.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (23,590.00)
<b>Revised Task 15</b>	<b>Final Water Quality Planter Civil Design</b>																		
	Additional Coordination and Meetings		6.0		9.0														15.0
	Upgraded Tree-Grate Revised Approach		6.0	10.0	40.0	60.0													116.0
																			-
			12.0	10.0	49.0	60.0													131.0
		\$ -	\$ 2,520.00	\$ 1,450.00	\$ 6,370.00	\$ 6,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,640.00
<b>Revised Task 15</b>	<b>Final Water Quality Planter Civil Design (CCD Credit)</b>																		
	Final Water Quality Planter Civil Design - CCD Credit		(12.0)	(26.0)	(60.0)	(50.0)													(148.0)
																			-
			(12.0)	(26.0)	(60.0)	(50.0)													(148.0)
		\$ -	\$ (2,520.00)	\$ (3,770.00)	\$ (7,800.00)	\$ (5,250.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (19,340.00)





## SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Program Manager	Responsible for planning, scheduling and overseeing the overall program as well as directing and coordinating various project tasks. The Program Manager also maintains a productive and effective client relationship with the most senior levels of the client organization.	\$188
Archaeologist/Historian II	Prepares complex reporting and analysis, including oversight of technical products related to historic, archeological, paleontological, Section 106 and Section 4(f) resources. Directs the implementation of initial evaluations and recommendations for significance, effect, and treatment of cultural resources.	\$150
Archaeologist/Historian	Conducts research to support evaluation and development of recommendations for the significance, effect, and treatment of cultural resources. Writes technical reports.	\$115
Assistant Archaeologist/Historian	Conducts research and field services in support of a technical lead.	\$64
CAD/GIS Specialist I	Responsible for supervising junior-level staff configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. Individual may possess knowledge of 3-D High-Tech Animation for software 3-D Studio Maxx or 3-D Studio VIZ. GIS Specialist I is responsible for conducting GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.	\$115
Landscape Architect II	Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses, and project execution. Responsible for project management on larger complex projects, coordination with design team, client, and public. Responsible for the completeness of work including site inventory and analysis, design development, construction documents, written master plan/guideline documents, graphics and 3D modeling. Conducts construction oversight on complex projects.	\$150
Field Specialist/Project Assistant I	Task-level implementation related to data management and project support in both the field and office; assists in contract administration including subcontractor management and detailed contract controls.	\$92
Scientist	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, scientific data, noise or air measurements.	\$115
Scientist I	Conducts data analysis and input, field data gathering, miscellaneous field services related to NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$125
Scientist II	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$150
Scientist III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$190

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00.

The City will not compensate the Consultant for expenses such as postage, travel, mileage, or telephone costs. Reproduction costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Firm name: Pinyon Environmental, Inc.

Actual Costs

Item

Charge Rate

Compass Database Search

\$250.00