

## 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 (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 and A-1...” as applicable. The scope of work marked as **Exhibit A-1** 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 SEVEN HUNDRED NINETEEN THOUSAND EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$1,719,085.00)** (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 and A-1**. 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 will commence on execution and expire on **December 31, 2020.**”

4. 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.

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

**Contract Control Number:** DOTI-202053954-01[201843805-01]  
**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-202053954-01[201843805-01]  
KIMLEY-HORN AND ASSOCIATES, INC.

By:  \_\_\_\_\_  
5G42GD1DEF9B490...

Name: Brian Valentine  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT A-1



March 18, 2020

Ms. Brittany Price, PE  
Engineering Supervisor  
Transportation & Mobility | Denver Public Works | City and County of Denver  
5<sup>th</sup> Floor, Webb Building  
201 West Colfax, Denver, CO 80202

**RE: *South Broadway Multimodal Transportation Design Project for Department of Public Works  
City and County of Denver, CO  
Amendment #1 to Professional Services Agreement***

Dear Ms. Price:

**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 4b – VISSIM Analysis**

The Project Team will analyze one (1) additional VISSIM scenario for the PM peak hour for the intersections of Broadway, 6th Avenue, Lincoln Street, Speer Boulevard, and 7th Avenue. The VISSIM operations analysis will evaluate motor vehicle travel time, transit and bicycle operations, and intersection level of service for this segment of the corridor. We will update our previously prepared technical memorandum to include the results of this analysis.

### **Revised Task 5 – Final Design (Landscape Architecture, 2nd Ave. to Center Ave.)**

Kimley-Horn will subconsult with Dig Studio to provide the following Landscape Architecture and Irrigation design scope for Task 5 within the Broadway Maintenance District Areas:

- Up to seven (7) small raised planters at ends of bike separation zones
- Design of paving and potential at grade planters at the areas shown in red on the Potential Water Quality and Planter Improvements Exhibits provided in Appendix A.

Dig Studio (and subconsultant Hydrosystems/KDI) will provide up to three (3) Construction Document drawing submittals for ERA review and comment (1-60%, 1-90% & Final). Plans will be 11"x17":

- Landscape/Urban Design plan sheets (not including grading plans by others)
- Landscape/Urban Design detail sheets
- Irrigation Design plan sheets
- Irrigation Design detail sheets
- Landscape and Irrigation Specifications

Dig will update the Final Construction Documents plans and specifications for up to two (2) rounds of reasonable city review comments CCD/ERA review comments and generate final construction bid documents for the project.

**Deliverables:**

- Final design and construction bid document packages (PDFs and native file formats (i.e. MS Excel, AutoCAD, MS Word))
- Dig Studio will submit one final stamped Final plan and specification set 'For Construction' for Urban Design, Landscape Architecture and Irrigation for area within the scope of work.
- Opinion of Probable Costs for Landscape and Irrigation

**Revised Task 5 – Final Design (Curb Ramps and Storm Improvements)**

The City has requested that curb ramp design be completed for up to twenty-eight (28) curb ramps at the following locations:

- Dakota Avenue – All corners
- Alaska Place – Southwest corner
- Nevada Place – Northwest and southwest corners
- Byers Place – Northwest and southwest corners
- Maple Avenue – All corners
- Archer Place – All corners
- 4th Avenue – Northwest and southwest corners

Kimley-Horn will complete the final civil engineering design for the corners referenced above. The scope of the design is anticipated to include the following:

- Intersection corner reconstruction with concrete sidewalk, accessible curb ramps, and curb line modifications.

It is anticipated that the curb ramp and corner reconstruction referenced above will require design for the relocation and modification of existing storm sewer infrastructure. It is anticipated that the following plans, analysis, and design will be necessary for the storm sewer improvements:

- Design and plan sheets showing the existing and relocated storm sewer infrastructure for up to fifteen (15) existing storm sewer inlet locations.
- Hydrologic analysis of existing and relocated storm sewer infrastructure with the following assumptions:
  - Bypass flows will not be considered.
  - Hydraulic analysis of proposed storm sewer laterals.
  - Drainage Memorandum discussing hydrologic and hydraulic design, including an existing and proposed Drainage Map.

### **New Task 14 – Survey and Subsurface Utility Engineering (SUE)**

Through preparation of the 60% design process, Kimley-Horn has identified multiple locations where design survey was not originally collected, but is required for the advancement of the construction drawings. Kimley-Horn, through use of a qualified subconsultant, will provide a design survey for the following areas:

- Dakota Avenue – East leg, 200' from PCR along Dakota Avenue, ROW to ROW
- Irvington Place – West side, 200' from PCR along Irvington Place, ROW to ROW
- Ellsworth Avenue – East side, 200' from PCR along Ellsworth Avenue, ROW to ROW
- 4th Avenue – East side, 200' from PCR along 4th Avenue, ROW to ROW
- 5th Avenue – West side, 200' from PCR along 5th Avenue. Southwest corner along Broadway from 5th to south limits of existing driveway. Northwest corner, ROW to ROW
- Intersection of 7th Avenue/Speer/Broadway, ROW to ROW

Kimley-Horn, through use of a qualified subconsultant, will provide a design survey for a 50' radius beyond the existing curb ramps at the following corners in support of the additional twenty-eight (28) curb ramp designs requested by the City at the following locations:

- Dakota Avenue – All corners
- Alaska Place – Southwest corner
- Nevada Place – Northwest and southwest corners
- Byers Place – Northwest and southwest corners
- Maple Avenue – All corners
- Archer Place – All corners
- 4th Avenue – Northwest and southwest corners

Kimley-Horn, through use of a qualified subconsultant, will provide Subsurface Utility Engineering (SUE) utility locates with P.E. certification to be in compliance with Colorado Senate Bill 18-167 and ASCE Standard 38. SUE information is anticipated to be collected at the following locations in support of the storm sewer and water quality improvements areas included with the project:

- A 10 foot wide buffer around the proposed storm drainage improvements as depicted in red in the SUE Limits Exhibits included in Appendix B.
- A 10 foot wide buffer around the storm drainage improvements anticipated due to the additional curb ramp designs requested by the City. These areas are depicted in blue in the SUE Limits Exhibits included in Appendix B.
- Within the water quality areas outlined in green between 2<sup>nd</sup> Avenue and Bayaud Avenue in the SUE Limits Exhibits included in Appendix B.
- Along up to three (3) legs of approximately 10 feet wide buffer spanning from proposed traffic signal pole to proposed traffic signal pole with up to two (2) of the legs crossing Broadway and the up to one (1) of the legs crossing the corresponding minor street for up to the thirteen (13) following intersections:
  - Broadway & Center Avenue;
  - Broadway & Virginia Avenue;
  - Broadway & Alameda Avenue;
  - Broadway & Cedar Avenue;
  - Broadway & Bayaud Avenue;
  - Broadway & Archer Place;
  - Broadway & Ellsworth Avenue;
  - Broadway & Irvington Place;

- Broadway & 1<sup>st</sup> Avenue;
- Broadway & 2<sup>nd</sup> Avenue;
- Broadway & 3<sup>rd</sup> Avenue;
- Broadway & 5<sup>th</sup> Avenue;
- Broadway & 6<sup>th</sup> Avenue;
- Broadway & N Speer Boulevard (southbound); and
- Broadway & N Speer Boulevard/7<sup>th</sup> Avenue.

This utility information will be incorporated into the project base maps and construction drawings.

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

Kimley-Horn will provide the final civil engineering design for the water quality elements from Bayaud Avenue to 2nd Avenue. These improvements are anticipated to include Streetside Stormwater Quality planters (SSP) and modified SSP.

Kimley-Horn will provide up to three (3) Construction Document drawing submittals for ERA review and comment (1-60%, 1-90% & Final). Construction plans will be 11"x17" and are anticipated to include the following:

- Plan sheets showing the physical location of the water quality elements; and
- Water quality element details.

Additionally, this task is anticipated to include a drainage letter to support the design of the water quality elements.

Kimley-Horn will revise the final plans, specifications, and drainage letter for up to two (2) rounds of reasonable city review comments and generate final construction bid documents for the project. No cost estimate or takeoffs are included in this scope of work.

### **New Task 16 – Final Landscape and Hardscape Design**

Kimley-Horn, through use of a qualified subconsultant, will provide design services for landscape and hardscape scope items as provided below. The following are our definitions and assumptions:

- "Landscape" items are defined as overall tree layout intent, soil preparation, and plantings.
- "Hardscape" items are defined as pedestrian paving zones, steps, walls, site furnishings, water quality planter locations, and site lighting fixtures.
- We will review relevant current regulatory requirements and make our best efforts to follow them.

We will provide up to two (2) on-site reviews of tree planter conditions to determine which trees are candidates for the various types of Green Infrastructure treatment (SSP, modified SSP, or tree root zone adaptations).

We will provide the following Landscape Architecture and Irrigation Design scope:

- Design for stormwater quality bulb out zone at up to one (1) RTD bus stop;
- Hardscape design of paving step out zone at back of curb and between SSPs and other Green Infrastructure;
- Replacement of basic concrete sidewalk affected by Green Infrastructure construction from back of curb to building face; and



- Design of green infrastructure elements including: SSPs, modified SSP, or existing tree planting pit redesign for improved tree health.

We will provide up to three (3) Construction Document drawing submittals for ERA review and comment (1-60%, 1-90% & Final). Construction plans will be 11"x17" and are anticipated to include the following:

- Landscape/Urban Design plan sheets (not including grading plans by others);
- Landscape/Urban Design detail sheets;
- Irrigation Design plan sheets;
- Irrigation Design detail sheets; and
- Landscape and Irrigation Specifications.

We will revise the final plans and specifications for up to two (2) rounds of reasonable city review comments and generate final construction bid documents for the project.

*Deliverables:*

- Final design and construction bid document packages (PDFs and native file formats (i.e. MS Excel, AutoCAD, MS Word); and
- The subconsultant will submit one final stamped plan and specification set 'For Construction' for Urban Design, Landscape Architecture and Irrigation for area within the scope of work.
- Opinion of Probable Costs for Landscape and Irrigation

### **New Task 17 – Legal Descriptions**

Through preparation of the 60% design process, Kimley-Horn has identified multiple locations where design temporary construction easements are necessary for the proposed improvements.

Kimley-Horn, through use of a qualified subconsultant, will prepare up to twenty-six (26) Legal Descriptions per CCD Specifications. Each will include a written description and accompanying illustration. Legal Descriptions will be signed and sealed by a Colorado Licensed Professional Land Surveyor. If additional Legal Descriptions are necessary, these may be provided as an additional service.

### **FEE AND EXPENSES**

Kimley-Horn will perform the services described in Revised Task 4b and New Tasks 14-16 for the additional labor fee as follows:

<b>Task</b>	<b>Description</b>	<b>Additional Fee</b>
Revised Task 4b	VISSIM Analysis	\$3,740
Revised Task 5	Final Design (Landscape Architecture)	\$56,960
Revised Task 5	Final Design (Curb Ramps)	\$47,180
Revised Task 5	Final Design (Storm Sewer)	\$35,440
New Task 14	Subsurface Utility Engineering	\$280,065
New Task 15	Water Quality Planter Civil Design	\$60,110
New Task 16	Final Landscape and Hardscape Design	\$75,840
New Task 17	Legal Descriptions	\$21,840
	Direct Reimbursable Expenses	\$15,000



**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 - CO1

Total \$ 581,175.00

M/WBE \$ 397,330.00

Work Plan

M/WBE % 68.37%

Wednesday, March 18, 2020

Reimbursable Expenses \$ 15,000.00

Contract Total (Labor + Expenses) \$ 596,175.00

Item	Task	Kimley-Horn and Associates, Inc.						Fehr & Peers	DIG Studio	HKS	TOTALS
		Principal	Project Director	Engineer/Professional	Analyst III	Analyst I	Sr. Clerical/Admin	Fehr & Peers	DIG Studio	HKS	
	Rate	\$ 220.00	\$ 210.00	\$ 145.00	\$ 130.00	\$ 105.00	\$ 80.00				
	Hours	28.0	91.0	277.0	404.0	404.0					1,358.0
	Estimated Labor Total	\$ 6,160.00	\$ 19,110.00	\$ 40,165.00	\$ 72,540.00	\$ 42,420.00	\$ -	\$ 3,450.00	\$ 122,265.00	\$ 275,065.00	581,175.0
	Labor Cost	\$ 1,876.00	\$ 5,824.00	\$ 11,911.00	\$ 21,204.00	\$ 12,726.00	\$ -	\$ -	\$ -	\$ -	-
	Estimated Total by Firm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,395.00	\$ 3,450.00	\$ 122,265.00	\$ 275,065.00	-
Revised Task 4b	VISSIM Analysis			2.0							2.0
	VISSIM Analysis			2.0							2.0
		\$ -	\$ -	\$ 290.00	\$ -	\$ -	\$ -	\$ 3,450.00	\$ -	\$ -	\$ 3,740.00
Revised Task 5	Final Design (Landscape Architecture)			15.0					52,585.0		52,610.0
	Final Landscape Architecture Design	10.0		15.0					52,585.0		52,610.0
		\$ 2,200.00	\$ -	\$ 2,175.00	\$ -	\$ -	\$ -	\$ -	\$ 52,585.00	\$ -	\$ 56,960.00
Revised Task 5	Curb Ramps (Up to 28)		28.0	84.0	224.0						336.0
	Civil Plans		28.0	84.0	224.0						336.0
		\$ -	\$ 5,880.00	\$ 12,180.00	\$ 29,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,180.00
Revised Task 5	Storm Sewer Infrastructure Relocation and Sizing		12.0	36.0	56.0	88.0					192.0
	Civil Plans		6.0	16.0	28.0	36.0					86.0
	Drainage Memo		6.0	16.0	32.0	120.0					174.0
		\$ 3,960.00	\$ -	\$ 7,540.00	\$ 10,920.00	\$ 13,020.00	\$ -	\$ -	\$ -	\$ -	\$ 35,440.00
New Task 14	Survey and Subsurface Utility Engineering (SUE)		3.0	8.0	16.0	60.0					87.0
	Additional Survey Needs		3.0	8.0	16.0	60.0					87.0
	Subsurface Utility Engineering (SUE)		6.0	16.0	32.0	120.0					174.0
		\$ -	\$ 1,260.00	\$ 2,320.00	\$ 4,160.00	\$ 12,600.00	\$ -	\$ -	\$ -	\$ 259,725.00	\$ 280,065.00
New Task 15	Final Water Quality Planter Civil Design		24.0	54.0	124.0	160.0					362.0
	Civil Plans		12.0	24.0	64.0						100.0
	Drainage Report		36.0	78.0	188.0	160.0					462.0
		\$ -	\$ 7,560.00	\$ 11,310.00	\$ 24,440.00	\$ 16,800.00	\$ -	\$ -	\$ -	\$ -	\$ 60,110.00
New Task 16	Final Landscape and Hardscape Design		8.0	4.0	30.0						42.0
	Water Quality Final Design		8.0	4.0	30.0						42.0
		\$ -	\$ 1,680.00	\$ 580.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ 69,680.00	\$ -	\$ 75,840.00
New Task 17	Legal Descriptions		13.0	26.0							39.0
	Legal Descriptions (up to 26)		13.0	26.0							39.0
		\$ -	\$ 2,730.00	\$ 3,770.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,340.00	\$ 21,840.00
EXP	Reimbursable Expenses										\$ 15,000.00
	Reimbursable Expenses										\$ 15,000.00
	Total Labor Fee										\$ 581,175.00
	Total Expense Fee										\$ 15,000.00
	Additional Services										
	Contract Total										\$ 596,175.00