

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL DESIGN/CONSULTING SERVICES
BY AND BETWEEN
CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.**

This Amendment No. 1 to the Agreement for Professional Design/Consulting Services (“Amendment”) is executed to be effective as of the ____ day of _____, 2022 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (“Owner”) and Bohannan-Huston, Inc., a registered New Mexico corporation authorized to do business in the State of Colorado (“Consultant”). Owner and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.” WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Design/Consulting Services dated the 25th day of August, 2020 (the “Agreement”) for Bid 20-010 Design and Engineering of Pueblo Eastside Streetscape Project; and

WHEREAS, Owner and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Consultant hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

Final Design based on the recommendations from the Eastside Streetscape Project planning efforts, including streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park. The work items with respect to such additional services are generally identified and set forth in the attached Attachment A.

2. Attachment A to this Amendment No. 1 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant and approved key personnel of Consultant in connection with the Consultant’s services for the work authorized by the Amendment No. 1. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$29,940.00 as set forth in the Attachment B.

4. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant’s control.

5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Except as expressly modified by this Amendment No.1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties

had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 1 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BOHANNAN-HUSTON, INC.

By _____
Naomi C. Hedden, Director of Purchasing

By _____
Jared M. Lee, Senior Vice President

Attest _____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR
THIS CONTRACT AND FUNDS ARE AVAILABLE.

Director of Finance

APPROVED AS TO FORM:

City Attorney

Attachment(s): Attachment A - Scope of Services
Attachment B - Additional Services - Fee Schedule
Attachment C - Work Schedule



City of Pueblo
Eastside Streetscape Project

SCOPE OF WORK through Final Design
BOHANNAN HUSTON, INC.

January 12, 2022

A. PROJECT DESCRIPTION

Purpose: The BHI Team will complete Final Design based on recommendations from the Eastside Streetscape Project planning efforts, including streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park.

Project Location: East 4th Street Corridor from Erie Ave to Hudson Ave, and El Centro de Quinto Sol Park (excludes Eastside Neighborhood Planning Area)

B. SCOPE OF SERVICES

This Scope of Services defines the work, deliverables, and schedule for each of the tasks described in detail below.

BHI will request written authorization prior to proceeding to each Phase defined below

Project Control

Approach:

BHI will provide continued Project Administration and Management for each Phase below through the remainder of the project, including:

1. Project Administration
 - a. Initial client kick-off meeting
 - i. Prepare Project Management Plan Finalize project scope
 - ii. Finalize project schedule
 1. Identify milestone and critical path elements
 - b. Subconsultant management
 - c. Monthly progress reports
 - d. Monthly invoicing
2. Monthly Project Meetings (virtual)



- a. Prepare agendas
- b. Progress report and schedule update
- c. Prepare meeting notes

Assumptions:

1. Assumes a 6 week project schedule and 1 monthly progress meeting. Progress meetings may be combined with review meetings.
2. Project team meetings are assumed to be on Zoom or Conference Calls

Deliverables:

1. Project Management Plan
 - a. Detailed project schedule
 - b. Project Contact list
2. Monthly project meeting notes

Final Design Phase

Task 1: Final Design

Approach:

BHI will prepare final design of the streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park.

Assumptions:

1. Final design will be based on conceptual design as reviewed and approved by the City and County as part of Preliminary Planning phase – see attached plans.
2. The City will provide an ACAD Civil 3D survey drawing and surface file for the El Centro Park project limits, to include features of interest such as pavement markings, edge of pavement, curb & gutter, curb cuts, sidewalks, signage, pedestrian access points, arterial streets, retaining walls, and marked and visible evidence of utilities, within the roadway corridor per the attached project boundary map.
3. Aerial mapping and previous design plans will be used as the basis of design along East 4th Street.
4. Final (100%) Construction Drawings, Specification and Contract Documents will be completed as part of future phase

Deliverables:

1. Draft (60%) Design Drawings
2. Engineers Opinion of Probable Cost

Bohannon Huston

Fee:

The table below contains the estimated fees to provide these services:

The lump sum fees are the following:

Final Design:

Task 1: Final Design (LS)	\$29,940
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Construction Documents and Bidding:

Task 1: Construction Documents (LS)	Not Included
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Task 2: Bidding Assistance (T&M)	Not Included
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Construction:

<u>Task 1: Construction Administration Assistance (T&M)</u>	<u>Not Included</u>
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Total	\$ 29,940
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**Time and Materials (T&M) phases will be billed at hourly rates per attached fee schedule

EXCLUSIONS

1. Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition
2. Topographic or Boundary Survey
3. Geotechnical engineering or pavement design
4. Subsurface Utility Engineering or Utility potholing,
5. Environmental clearances, Drainage Analysis or Report, or SWPPP are not included in this scope of work.
6. Public involvement or meeting participation is not included.
7. Construction Phasing, Jointing and Traffic Control Plans
8. Structural Design - City/Black Hills standard details will be used for lighting foundation design, etc.
9. Photometrics or Electrical Engineering. City of Pueblo and Black Hills Energy Standard Fixtures, Details, and Engineering will be referenced.
10. Signal Design
11. Utility design – conflict identification only
12. Easement preparation or acquisition.
13. CDOT involvement or review process.
14. Permitting or associated fees.



15. Providing any services requiring the preparation of multiple construction plan sets for multiple phases of development is not included
16. Construction Documents
17. Bidding or Construction Administration Assistance
18. Full time construction management or observation
19. Performing construction staking, or materials testing is not included

Bohannon Huston

**BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
AUGUST 29, 2020**

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$100	\$120	\$140	\$160	\$180	\$215	\$240
SURVEYOR	\$100	\$120	\$140	\$160	\$180	\$215	\$240
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$100	\$120	\$140	\$160	\$180	\$215	\$240
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$155	\$190	\$230
SOFTWARE DEVELOPER	\$100	\$125	\$150	\$175	\$200	\$225	\$250
GIS PROFESSIONAL Geographic Information Systems	\$90	\$100	\$115	\$130	\$145	\$180	\$210
TECHNICAL CONSULTANT IT & CADD Consulting	\$90	\$110	\$125	\$135	\$145	\$155	\$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$92	\$102	\$115	\$135
CONSTRUCTION OBSERVER	\$70	\$75	\$80	\$90	\$105	\$120	\$160
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$55	\$65	\$70	\$75	\$85	\$105	\$125
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	\$105	\$115	\$125	\$140	\$160	\$210	\$235
ADMINISTRATIVE ASSISTANT	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service - As invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem/Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge - \$25.00/Hour.

Survey Material Charge - \$2.50/Hour.

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost.

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.



Engineering
Spatial Data
Advanced Technologies

Eastside Streetscape Project - Final Design
PROJECT SCHEDULE

		MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
	TASK NAME					
1	Project Control/Management					
1.1	Project Management	█				
1.2	Kickoff Meeting, Site Review	█				
1.3	Project Management Plan/Schedule	█				
1.4	Monthly Project Meetings (assumes 1)		█			
2	Final Design (60%)					
2.1	Layout/Base Files		█			
2.2	Site Grading		█			
2.3	Draft Design Plans		█			
2.4	Quantities and Cost Estimating		█			
2.5	Quality Control Review and Address Comments			█		
2.6	Submittal/Review Meeting			█		