

**AMENDMENT NO. 2 TO THE
AGREEMENT FOR PROFESSIONAL DESIGN/CONSULTING SERVICES
BY AND BETWEEN
CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.**

This Amendment No. 2 to the Agreement for Professional Design/Consulting Services (“Amendment”) is executed to be effective as of the _____ day of April, 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 Amendment No. 1 dated January 12, 2022 ; 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 Construction Documents based on the recommendations from the Eastside Streetscape Project planning efforts and final design, 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. 2 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. 2, the fee schedule attached as Attachment B to this Amendment No. 2 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 2 shall not exceed the maximum amount of \$59,915.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

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. 2, the Agreement and any and all prior amendments thereto, shall remain in full force and effect. Except as modified by this Amendment No. 2, any obligations to be performed under the Agreement, and any and all prior amendments thereto, 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. 2.

7. 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. 2 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

Scope of Services

Excerpt from Revised Scope of Work from Bohannon Huston, Inc.
to the City on March 29, 2022, pages 1 – 5

A. PROJECT DESCRIPTION

Purpose: The BHI Team will complete Final Construction Documents based on final design and 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. BHI will provide support in construction bidding and administration of final project.

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 task kick-off meeting
 - b. Develop and manage project schedule
 - i. Identify milestone and critical path elements
 - c. Subconsultant management
 - d. Monthly progress reports
 - e. Monthly invoicing
2. Monthly Project Meetings (virtual)
 - a. Prepare agendas
 - b. Progress report and schedule update
 - c. Prepare meeting notes

Assumptions:

1. Assumes a 3-month project schedule and 3 monthly meetings. 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

Construction Documents and Bidding Phase

Task 1: Construction Documents

Approach:

BHI, and our team, will prepare construction documents for submittal and review with the City for purpose of construction bidding including:

1. Construction Drawings including,
 - a. Title Sheet, Project Data, Plans Index
 - b. General Notes
 - c. Typical Sections
 - d. Project Control and Survey Sheet
 - e. Removal Plan
 - f. Grading Plans
 - g. Intersection and Curb Ramp Detail Sheets (1"=20')
 - h. Grading, Erosion and Sediment Control Plans and Details
 - i. Signage and Striping Plan
 - j. Landscape and Irrigation Plan
 - k. Lighting Plan
 - l. Miscellaneous Construction Details
 - m. Standard Plans List
2. Technical Specifications
3. Engineer's Estimate of Construction Cost
4. Attendance at Final Review (95%) meetings

Assumptions:

1. City of Pueblo Standard Drawings and Specifications and Black Hill Energy Standards for lighting will be referenced where applicable
2. Irrigation design shall be per City of Pueblo standards and requirements. CSI Standard Specifications may be utilized for landscape and irrigation. Owner to provide sleeving locations for lighting and irrigation equipment and point of connection for irrigation.
3. Traffic signal modifications are not anticipated and are excluded. Traffic impact study or additional analysis of intersections or adjacent roadways is not included.

4. It is assumed that the overall run-off quantity and drainage patterns will remain relatively unchanged. A drainage report or analysis is not included. Regional drainage management or offsite improvements are not included.
5. Assumes overall disturbed area will be less than 1-acre and a Storm Water Management Plan will not be required.
6. Assumes excavation will be less than 2-feet and 1000 linear feet and full SUE will not be required.
7. All improvements will be within City property and easements or ROW acquisition is not necessary.
8. The proposed project does not include any state or federal funding and therefore will not require coordination w/ other agencies.

Deliverables:

1. Final (95%) Construction Drawings, Technical Specifications and Cost estimate.
2. Stamped (100%) Construction Documents in AutoCAD 2016 or above and Adobe PDF format.

Task 2: Bidding Assistance

Approach:

BHI will assist City staff on an on-call basis to provide specification and drawing clarifications. City Purchasing Department staff will complete advertisement, on-line distribution and bid receiving. BHI will provide the following services:

1. Attend and participate in pre-bid meeting.
2. Provide clarification of the contract document's intent during the bidding process.

Assumptions:

1. City to handle overall bidding and procurement process. BHI will assist as-needed.
2. City shall be responsible for placing bid advertisement.
3. City to maintain bidder's log and addenda distribution log.
4. City to schedule and conduct Pre-Bid and Bid Opening.

Deliverables:

1. Original documents for advertisement and distribution

Construction Phase

Task 1: Construction Administration Assistance:

Approach:

BHI will assist City staff on an on-call basis to provide construction administration services from contract award to final payment to the contractor. BHI will perform services throughout this period as follows:

1. Attend a pre-construction meeting and identify critical observation points and coordination items necessary prior to and during construction.

2. Review shop drawings, material submittals and other submittals of the contractor
3. Make periodic visits to the site, maximum of 6, at such times as appropriate during the progress of the work to observe the progress and quality of the work and advise City staff accordingly.
4. Respond to Request for Information (RFI) and render interpretations of Documents as necessary for Contractor and Inspection staff.
5. Attend final inspection.
6. Prepare record drawings.

Assumptions:

1. Overall construction administration and inspection to be provided by City staff. BHI will support on an on-call basis.
2. Record drawings will be prepared based on actual as-builts provided by the construction contractor.

Deliverables:

1. Project related documentation as needed
2. Record drawings in PDF and Autocad format.

Fee Schedule

Excerpt from Revised Scope of Work from Bohannon Huston, Inc.
to the City on March 29, 2022, pages 5 – 7

Fee:

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

The lump sum fees are the following:

Construction Documents and Bidding:

Task 1: Construction Documents	\$38,415
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Task 2: Bidding Assistance (T&M)	\$ 6,500
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Construction:

<u>Task 1: Construction Administration Assistance (T&M)</u>	<u>\$15,000</u>
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Total	\$ 59,915
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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. Full time construction management or observation
17. Performing construction staking, or materials testing is not included

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$105	\$123	\$143	\$163	\$183	\$220	\$245
SURVEYOR	\$105	\$123	\$143	\$163	\$183	\$220	\$245
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$105	\$123	\$143	\$163	\$183	\$220	\$245
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$155	\$190	\$235
GIS PROFESSIONAL Geographic Information Systems	\$90	\$100	\$115	\$130	\$150	\$180	\$210
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$92	\$107	\$120	\$135
CONSTRUCTION OBSERVER	\$73	\$78	\$83	\$93	\$108	\$123	\$163
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$55	\$65	\$75	\$80	\$95	\$115	\$135
PROJECT ADMINISTRATOR	\$85	\$100	\$120	\$140	\$160	\$180	\$210
ADMINISTRATIVE ASSISTANT Clerical Support	\$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 - As published for the IRS Standard Mileage Rate.

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 - \$2.60/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.

UAV Usage Charge - Rates shall be negotiated based on the requirements of the contract.

Work Schedule

Excerpt from Revised Scope of Work from Bohannon Huston, Inc. to the City on March 29, 2022, page 8

	TASK NAME	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
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		■	★		
3	Construction Documents					
3.1	Final Design		■			
3.2	Removal and Demolition Plan		■			
3.3	Site/Grading Plan		■			
3.4	Signing and Striping Plan		■			
3.5	Landscape/Irrigation Plan (MIG)		■	■		
3.6	Erosion Control Plans		■	■		
3.7	Final Cost Estimate		■	■		
3.8	Specifications, Special Conditions, Special Provisions		■	■		
3.9	Quality Control Review and Address Comments			■		
3.10	Final (95%) Submittal/Review Meeting			■	★	
3.11	Final (100%) Plans/Bid Documents			■	■	
4	Construction Bidding					
4.1	Advertisement				■	
4.2	Pre-Bid Meeting				■	
4.3	Bid Opening					★
5	Construction					
5.1	Award/Contracting					■
5.2	Construction					■ >>>