

**CITY OF LITTLETON
AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered into by and between **DAVID EVANS AND ASSOCIATES, INC.** whose business address is 2100 S River Parkway, Suite 100, Portland, Oregon 97201 (the “Contractor”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the City and Contractor entered into a certain Professional Services Agreement (the “Agreement”) effective May 1, 2023, as amended on April 10, 2024; and

WHEREAS, the Parties desire to amend the Agreement to add scope and fees for additional conceptual and final design at Elati Street, additional survey, and additional right-of-way plans and legal descriptions.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Additional Scope/Cost: Contractor shall provide, and the City shall compensate Contractor for, the additional services as described on the attached Scope of Services, **Exhibit B-2**. Exhibit B-2 is incorporated herein. Exhibit A to the Agreement, Section 3.B., “Time and Material”, is hereby amended to read:
“B. Time and Material: The Contractor shall perform the Services described in Exhibit B and Exhibit B-2 and shall invoice the City for work performed based on the rates and/or compensation methodology described in Exhibit B and Exhibit B-2. Total compensation (including any and all mobilization costs, other costs, charges, fees, or other expenses that might otherwise be incurred by other contractors and payable as a reimbursable expense) shall not exceed **\$716,104.00**. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor’s invoice, the City shall promptly review the Contractor’s invoice. The City may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional

information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.”

2. No other terms and conditions of the Agreement are modified except as provided in this Amendment.
3. The individuals executing this Amendment represent that they are expressly authorized to enter into this Amendment on behalf of the City and the Contractor and bind their respective entities.

THIS AMENDMENT is executed and made effective as provided above and as of the last dated signature below.

CITY OF LITTLETON, COLORADO

ATTEST

Kyle Schlachter
MAYOR

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY

CONTRACTOR

Sara Ciasto
SENIOR ASSOCIATE/SENIOR PROJECT MANAGER
Date:_____



Exhibit B-2

SCOPE OF SERVICES- AMENDMENT #2

COUNTY LINE ROAD SHARED USE PATH CONNECTIONS

NOVEMBER 2024

Introduction

This scope defines services to be provided by David Evans and Associates, Inc. herein referred to as “DEA” and “Consultant” (inclusive of DEA subconsultants) for a Transportation Improvement Project (TIP) project administered by the Denver Regional Council of Governments (herein referred to as “DRCOG”) and managed by the City of Littleton (herein referred to as the “City”). This project will design multimodal upgrades along County Line Road between Broadway and the High Line Canal trailhead as well as improvements along approximately 0.2 miles of the High Line Canal Trail in Littleton, CO. This amendment includes scope and fee to perform additional conceptual and final design at Elati Street, additional survey, and additional right of way plans and legal descriptions.

Task 1: Project Management

The additional project management included in this amendment is for additional coordination with the various stakeholders; including South Suburban Parks and Recreation District (SSPRD), Highlands Ranch Metro District (HRMD), Douglas County, Denver Water, and CDOT; to accomplish maintenance and licensing agreements for the CDOT required right of way plans.

This task will also include the additional design coordination meetings with the City to re-design the Elati Street intersection.

The Consultant will:

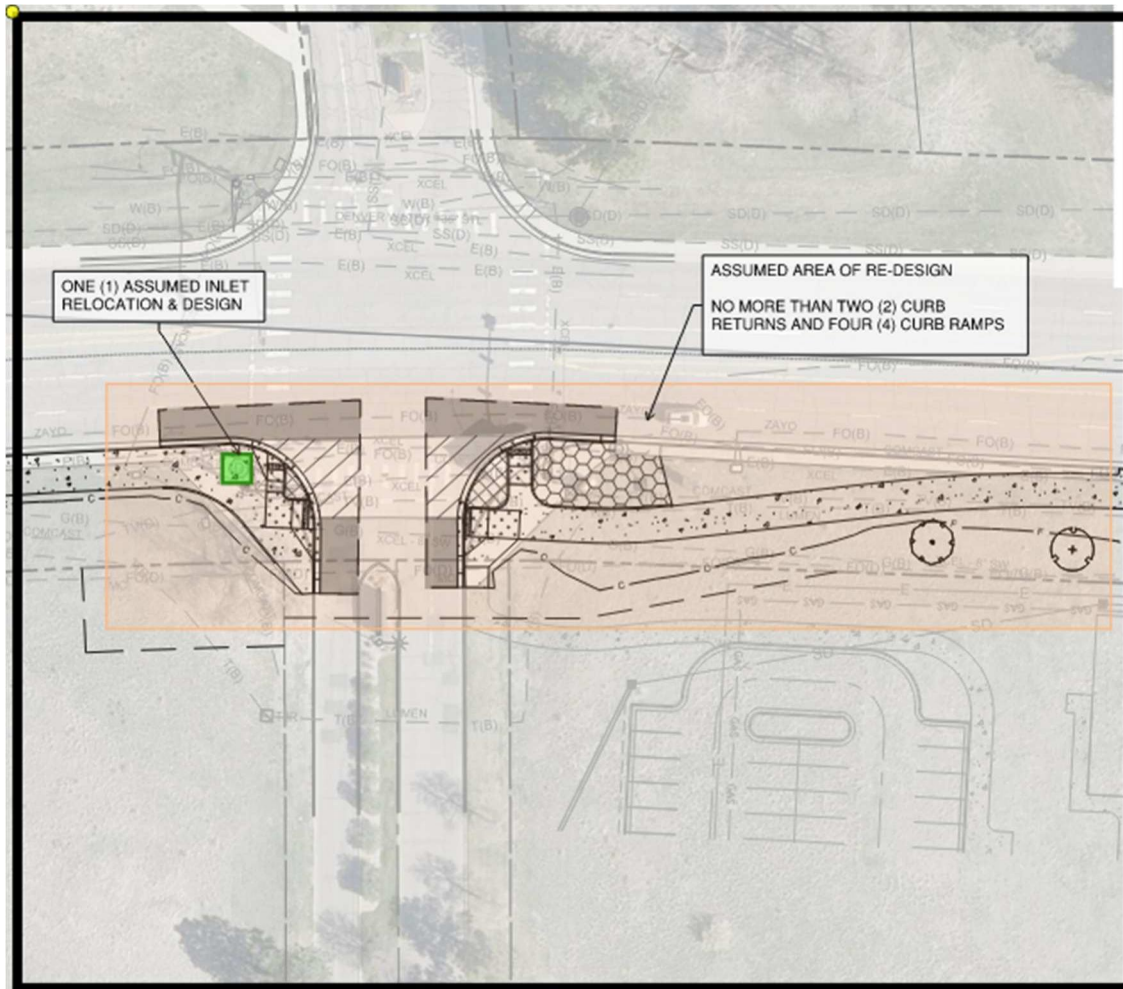
- Conduct and prepare meeting minutes for five (5) additional meetings with SSPRD, HRMD, Denver Water and Douglas County (*work completed*)
- Conduct and prepare meeting minutes for three (3) additional meetings with CDOT’s ROW staff (*work completed*)
- Conduct three (3) additional design coordination meetings for the roadway and drainage design (*work completed*)

Deliverables:

- Agendas, meeting minutes, and meeting action list (as necessary)

Task 2: Elati Street Design

This amendment includes the design and plans for reducing the curb return radii at Elati Street. The Consultant will prepare a concept level exhibit, develop the horizontal and vertical design upon selection of the preferred alternative, analyze and design both traffic and drainage improvements. Limits of additional work shown in exhibit below.



Roadway and Traffic Design

DEA will develop a concept level exhibit illustrating 2D geometry at the Elati Street and County Line intersection. Upon the City's selection of the preferred alternative, DEA will progress the design and advance the horizontal geometry, grading, and curb ramp design. The final roadway design will include the below:

- Roadway Final Design (*work completed*)
 - Horizontal Alignment and vertical profiles of two (2) curb returns
 - Curb ramp grading for four (4) curb ramps; two (2) SW corner and two (2) SE corner
- Traffic Final Design
 - To protect the existing signal poles in place, additional pedestrian push button post assemblies on the SW and SE corner will be required. This amendment includes the design of the pedestrian push button post assemblies, associated conduit, and any new signage and striping at both the SW and SE corners of Elati Street.
 - Preparation of one (1) additional traffic signal sheet, illustrating new pedestrian push button pole locations, per City of Littleton Standards

Assumptions

- No roadway or traffic improvements at NE and NW corners
- Existing traffic signal mast arm poles and cabinets will remain in place and a full signal replacement will not be required
- Assumes no additional Geotech or pavement design. Assumes using Geotech prepared in previous Task Orders

Deliverables

- Three (3) 11x17 exhibits illustrating Elati alternatives (**work completed**)
- One (1) Traffic Signal Modification Plan sheet and quantities

Drainage Design

It is anticipated that reducing the radii at the SW corner of Elati will require the relocation of an existing drainage inlet. DEA will prepare the design and analysis to relocate the existing inlet, as described below:

- Hydrology:
 - Review and analyze existing drainage patterns and establish basin delineation.
 - Analyze hydrology for proposed street section and drainage structures.
- Hydraulics:
 - Design the relocation of one (1) storm drain inlet, analyze spread and provide capacity
 - Storm drain design will adhere to CDOT Standards and use CDOT pay items in the plans
 - Hydraulic analysis assumes the relocation of the storm drain inlet will have negligible impact on the network and will maintain existing drainage conditions.
- The anticipated plan sheets associated with the inlet relocation are the following:
 - Preparation of one (1) Storm Sewer Plan Sheet
 - Preparation of one (1) Storm Sewer Profile Sheet
 - Additional SWMP design
- Additional Storm Sewer Quantities and Tabulations
 - Calculation of storm sewer removal, proposed inlets and pipes
 - Incorporation of quantities into tabulations and OPCC
- Drainage Memorandum
 - Revisions to the drainage report will be made to incorporate the inlet relocation at Elati Street

Assumptions

- Assumes storm sewer ties into existing network within project area and no work is required upstream or downstream.
- Assumes no analysis for additional sections of the storm network are required.
- Assumes no water quality treatment is required (see Task 3: Water Quality Exemption).

Exclusions

- Excludes analysis of major and minor storm events at the inlet being relocated

Deliverables

- One (1) additional Storm Sewer Plan Sheet
- One (1) additional Storm Sewer Profile Sheet
- Revised Drainage Memorandum

QA/QC

It is anticipated additional QA/QC will be required to review the additional design. DEA will conduct additional reviews of the curb ramps/returns design, traffic design, and drainage design (including plan & memo).

Task 3: Water Quality Exemption

DEA will prepare one (1) Water Quality Exemption Form for the City of Littleton. This form will be supplemented by one (1) 11x17 exhibit illustrating limits of construction, limits of disturbance, impervious and pervious areas (both existing and proposed).

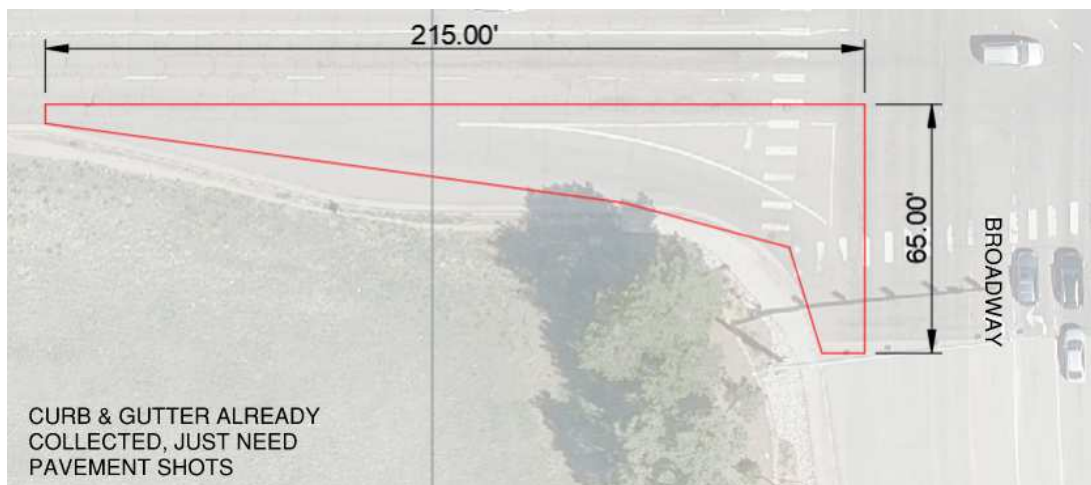
Assumptions

- Assumes Water Quality exemptions can be used for the entire project area and no Water Quality treatments or detention is required

Task 4: Survey and Right of Way

Additional Topographic Survey (work completed)

Additional topographic survey will be collected to extend to the extents of the project improvements. Locations added include the following:





Field Staking

DEA will stake the eleven (11) proposed ROW/easements - two (2) ROW parcels, two (2) temporary construction easements, and seven (7) permit areas - to provide the City and the design team with a visual representation of the limits. Staking will be limited to two trips – one for preliminary design and one for revisions.

Additional Right of Way

Prepare ROW Plans and Acquisition Documents

- Obtain vesting deeds for four (4) additional permit areas within the project area for a total of seven (7) permit areas
- Draft parcel lines, deed lines, and easement lines from the vesting deeds for the two (2) additional title commitments for ROW acquisitions and incorporate into ROW CAD base file
- Prepare additional sheets for the four (4) additional permit areas in the ROW acquisition plans
- Prepare additional four (4) acquisition and/or easement legal descriptions
- QA/QC of ROW plans and two (2) rounds of comments from CDOT

Additional License Agreement Exhibits

DEA will prepare four (4) 11x17 exhibits displaying the assumed license agreement areas per the negotiated terms with the City and South Suburban, Highlands Ranch Metro District, Denver Water and Douglas County. The exhibits will be attached to each applicable License Agreement (all of which are assumed to be prepared by the City).

Assumptions

- Title commitments to be provided by subconsultant HC Peck; assumed no more than two (2) (Work performed in TO #1)

- No more than two (2) ROW areas, two (2) temporary easements, and seven (7) permit areas for local agency agreements with legal descriptions
 - One (1) of the seven local agency exhibits and legal descriptions prepared by DEA will be for the CDOT parcel. It is assumed these documents will be used for a future agreement between South Suburban and CDOT. This exhibit and legal description will be excluded from the ROW plan package submitted to CDOT.
 - **See **Attachment A** for locations included in TO#1 and TO#2
- Show all ROW, TE, and permit areas on ROW plans including bearings/distances, areas, and point of beginnings with CDOT standards referenced for consistency, where applicable

Deliverables

- One (1) ROW plan set (title sheet, ownership tabulations, survey control diagram, monument tabulations, plan sheets, ownership sheets) in accordance with CDOT standards, to facilitate CDOT and local agency review and approval
- Four (4) additional legal descriptions for permit areas
- Two (2) rounds of field staking for the eleven (11) ROW/easement areas

Exclusions

- Setting of ROW monuments is not a part of this amendment
- As-built monumentation sheet sets are not a part of this amendment
- Scope excludes filing of ROW plans, assumed to be performed by Owner/City
- Revisions to legal descriptions/exhibits/ROW plans resulting from modifications to staked field points are not a part of this amendment

Task 5: Additional CDOT Coordination

Additional FOR Coordination

DEA will coordinate and address any additional comments, from CDOT, regarding the new design included in this TO.

Additional 100% Design & Ad Coordination

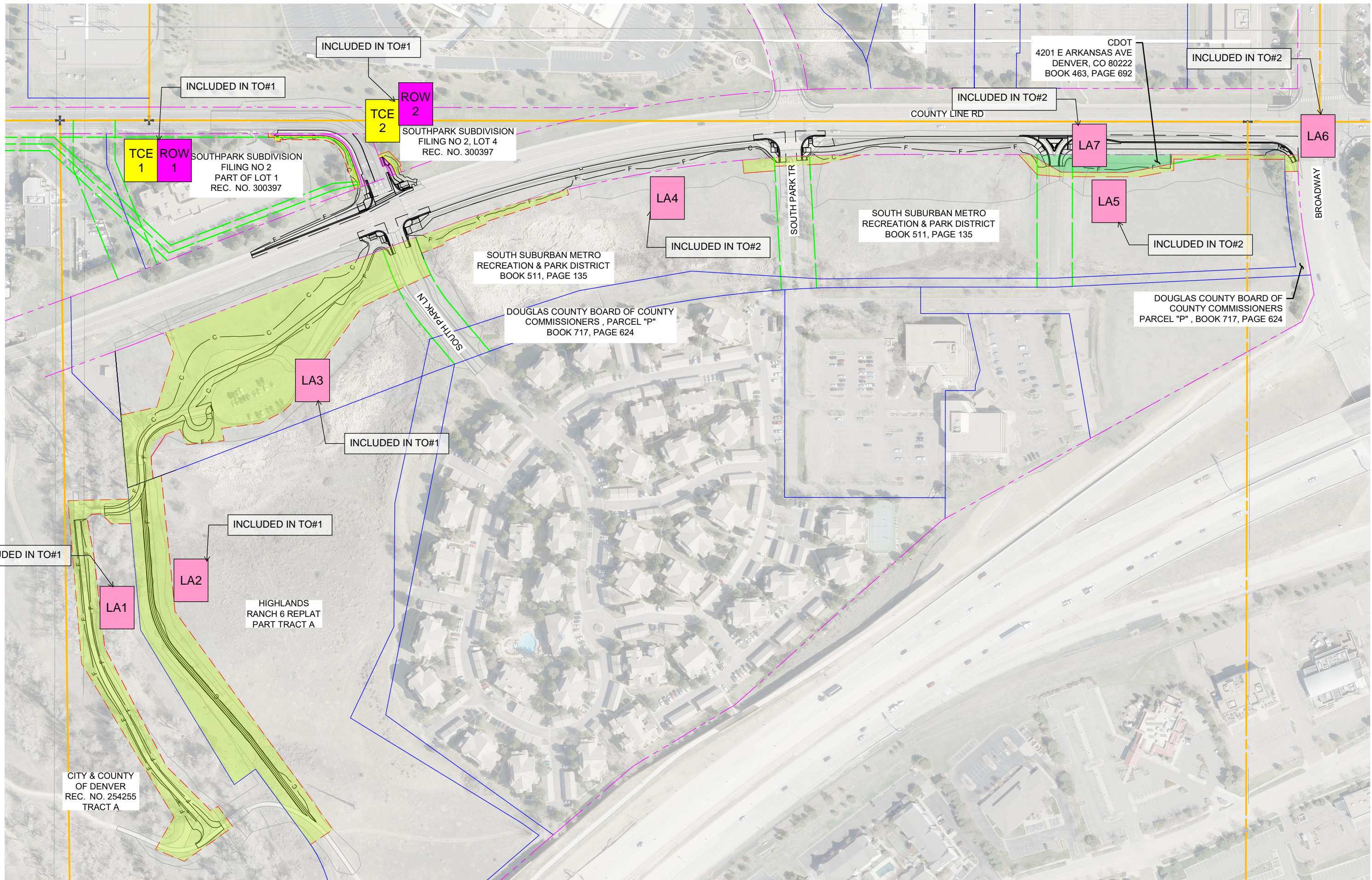
DEA will address comments that arise after the 100% set has been submitted and reviewed by CDOT and the City. DEA will assist the City in filling out CDOTs Construction Schedule and CDOT Form 859 that accompany the advertisement bid package.

Task 6: Construction Phase Services

Work performed under Task 6 will be performed upon direction from the City and on an as needed basis. DEA will assist the City during the construction phase of the project, up to 116 hours, as requested, including but not limited to the following services:

- Responding to RFIs
- Reviewing contractor submittals
- Attending construction progress meetings

ATTACHMENT A: ADDITIONAL LICENSE AGREEMENT AREAS



ATTACHMENT B: FEE SUMMARY

County Line Road Shared Use Path Connections Fee Summary
November 25, 2024
TO #2 Amendment #2

David Evans and Associates

| Classification | Hourly Rate | Hours | Total |
|-------------------------|--------------------|--------------|---------------|
| Senior Project Manager | \$ 250.00 | 21 | \$ 5,250.00 |
| Engineering Task Leader | \$ 190.00 | 151 | \$ 28,690.00 |
| Engineer II | \$ 155.00 | 233 | \$ 36,115.00 |
| Junior Engineer II | \$ 135.00 | 46 | \$ 6,210.00 |
| Survey Manager | \$ 230.00 | 34 | \$ 7,820.00 |
| Project Surveyor | \$ 160.00 | 62 | \$ 9,920.00 |
| Survey Technician II | \$ 115.00 | 60 | \$ 6,900.00 |
| Senior Party Chief | \$ 140.00 | 27 | \$ 3,780.00 |
| Party Chief | \$ 140.00 | 25 | \$ 3,500.00 |
| | | DEA Total | \$ 108,185.00 |
| | | Total | \$ 108,185.00 |

