

## FIFTH AMENDATORY AGREEMENT

**THIS FIFTH AMENDATORY AGREEMENT**, is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and **WENK ASSOCIATES, INC.**, a Colorado corporation (the “Design Consultant”), whose address is 1335 Elati Street, Denver, Colorado 80204.

### WITNESSETH

**WHEREAS**, the City and the Design Consultant entered into an Agreement dated June 17, 2008, an Amendatory Agreement May 26, 2009, a Second Amendatory Agreement dated October 5, 2010, a Third Amendatory Agreement dated February 1, 2011 and a Fourth Amendatory Agreement dated December 5, 2011 (collectively, the “Agreement”); and

**WHEREAS**, the City and the Design Consultant desire to add funding and extend the term of the Agreement; and

**WHEREAS**, The City and the Design Consultant desire to amend the agreement to modify the scope of work and update other contract language as follows;

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SECTION 3** of the Agreement entitled “**3.01 Fee for Basic Services**” and “**3.05 Maximum Contract Amount**” are hereby amended to read as follows:

“**SECTION 3 - COMPENSATION, PAYMENT AND FUNDING**”

**“3.01 Fee for Basic Services.** “The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **SEVEN HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED TWO DOLLARS AND 00/100 (\$725,902.00)** in accordance with the billing rates and project budget set forth in Exhibit A and subsequent Exhibits A-1, A-2 and A-3 and A-4. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Manager or his designee, and are subject to the Maximum Contract Amount Stated in this Section 3.

**3.05 Maximum Contract Amount.** “Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED TWO DOLLARS AND 00/100 (\$725,902.00)** (the “Maximum Contract Amount”) The City is not obligated to execute an Agreement or any amendments for any further

services, including any services performed beyond that specifically described in Exhibit A and subsequent Exhibits A-1, A-2, A-3 and A-4. Any services performed beyond those set forth therein are performed at Consultant's risk without authorization under the Agreement."

2. The revised Scope of Services is attached hereto and incorporated herein as **Exhibit A-5**. Such revised Scope of Services attached hereto shall addend the previous Scope of Services attached as **Exhibit A, A-1, A-2, A-3 and A-4** to the Agreement. Any reference to **Exhibit A, A-1, A-2, A-3 or A-4** found in the agreement, shall be inclusive of **Exhibit A-5** and shall incorporate all aspects thereof.

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

**EXHIBIT LIST:**

**EXHIBIT A-5: Scope of Work**

**[SIGNATURE PAGE TO FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: PARKS-CE80115-04

Contractor Name: WENK ASSOCIATES INC

By: Bill Wenk

Name: WILLIAM E. WENK  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

By: Rita M. Halme

Name: RITA HALME  
(please print)

Title: BUSINESS MANAGER  
(please print)



# **EXHIBIT A-5**



ASSOCIATES

1335 ELATI STREET  
DENVER, CO 80204  
FAX. 628.0004  
303.628.0003

January 11, 2012

Mr. Jay Henke

Wellington E. Webb Municipal Office Building

Department of Parks and Recreation, Planning, Design and Construction

201 West Colfax Avenue, Sixth Floor

Denver, Colorado 80202

**RE: ADDITIONAL SERVICE REQUEST PARKFIELD LAKE PARK – AMPITHEATER STAGE REDESIGN**

Dear Jay,

Per our recent discussions regarding redesign of the amphitheater and stage at the above project, we are pleased to submit this proposal requesting the following changes to the contract for the Parkfield Lake Park Phase 3 project. We have included the following description of work and fee proposal as requested.

As we understand it, the scope of work includes converting the existing small seasonal stage and canopy to a larger, year-round structure, increasing its capacity for civic and entertainment programming. The scope includes removal of the existing fabric canopy structure and its foundations, retrofit or replacement of the existing stage, and replacement with a stage that is between 50% and 100% larger than the existing one. The shade canopy would be removed and turned over to DPR for use elsewhere. A larger, year-round canopy would replace it.

Our assumption is that a design-build agreement would be put in place with a tensile manufacturer such as Span Systems Inc. If their work is turnkey, the engineering would be included in the cost of the structure. If not, they estimate that structural engineering costs would be between \$4,000. and \$5,000. We have included some time for RockSol to review the structural design of the stage.

We have also included a small amount of time for ME Group to review the electrical service and lighting to make sure that it is adequate for an expanded stage and programming requirements.

**Tasks**

- Develop design alternatives and review them with DPR to determine which best meet program and cost requirements.
- Review structural alternatives regarding removal and replacement of existing stage and canopy to minimize demolition, removal, relocation and costs.
- Work with design-build manufacturer to develop a pre-engineered custom tensile fabric canopy that conforms to the selected design.
- Complete revisions to the Parkfield Phase 3 construction documents (plans and specifications) to show the revised design.
- Coordinate necessary reviews by DPR. It is assumed that DPR will coordinate any necessary Building Department reviews.
- Issue a set of plans and specification for the stage/canopy to the General Contractor for pricing.

We propose that the work of this scope be accomplished on a time and materials basis, not to exceed the following amounts without prior authorization. This estimate does not anticipate additional time or costs beyond the estimate below.

**Proposed Fee**

**Design**

Wenk Associates	\$ 7,200
Ty Sturgeon (up to 80 hours)	
Craig Coronato (up to 8 hours)	
RockSol Consulting Group (up to 4 hours)	\$ 500
ME Group (up to 12 hours)	\$ 1,650

**Construction Observation**

Wenk Associates	\$ 600
Ty Sturgeon (up to 8 hours)	
Expenses:	\$ 450


**Total request** **\$10,400**

Please feel free to contact us if you have any questions or require additional information.

Sincerely,



Craig Coronato, FASLA  
Senior Associate



Tyrel Sturgeon  
Project Manager

**Wenk Associates**

cc: Bill Wenk, Rita Halme