

FIFTH AMENDMENT TO DESIGN SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO DESIGN SERVICES AGREEMENT (this “Amendment”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**, a Kansas corporation, whose address is 1675 Broadway Street, Suite 200, Denver, CO 80202 (the “Design Consultant” or “Consultant” and referred to herein, together with the City, as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Design Services Agreement, dated September 29, 2020, as amended by the Amendatory Agreement, dated September 16, 2021, and by the Second Amendatory Agreement, dated August 17, 2022, and by the Third Amendatory Agreement, dated October 5, 2023, and by the Revival and Fourth Amendatory Agreement, dated February 21, 2025, relating to certain professional services to be provided by the Consultant to the City (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement to extend the term, modify the scope of work and modify the Maximum Contract Amount.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Scope of Work. The “Scope of Work” or “Basic Services” or “Additional Services” to be provided by the Consultant under the Agreement shall be revised and supplemented to include the items set forth in the document attached to this Amendment as **Exhibit A-3**. For all purposes under the Agreement, all references to **Exhibit A** shall be deemed to refer to **Exhibit A, Exhibit A-1, and Exhibit A-2**, as amended and supplemented by **Exhibit A-3**.

2. Compensation, Payment, and Funding.

A. Fee for Basic Services. Section 3.01 of the Agreement is hereby amended to read as follows:

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 **EIGHT HUNDRED THIRTY-FOUR THOUSAND NINE**

HUNDRED EIGHT AND 23/100 Dollars (\$834,908.23), in accordance with the billing rates and project budget stated in **Exhibits A, A-1, A-2, A-3 and B**. The amounts budgeted for phases may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the Director or his designee, and subject to the Maximum Contract Amount stated in this Section 3.

B. Additional Services. Section 3.03 of the Agreement is hereby amended to read as follows:

3.03 Additional Services. If pre-approved additional services are performed by the Design Consultant, the City agrees to pay the Design Consultant for such additional services in accordance with Section 2.08. The maximum amount to be paid by the City for all additional services under this Agreement is **TWO HUNDRED THREE THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 Dollars (\$203,415.00)**.

C. Maximum Contract Amount. Section 3.06(a) of the Agreement is hereby amended to read as follows:

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION EIGHTY-SEVEN THOUSAND ONE HUNDRED THIRTEEN AND 23/100 Dollars (\$1,087,113.23)** (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 those specifically described in **Exhibit A, A-1, A-2 and A-3**. Any services performed beyond those set forth therein are performed at Design Consultant's risk and without authorization under the Agreement.

3. Term. The first sentence of Section 4.01 of the Agreement is hereby amended to read as follows:

This Agreement will commence on November 10, 2020, and will expire on December 31, 2026.

4. Ratification. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

5. Execution. 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. As used herein, the "Effective Date" shall mean the date set forth on the signature page for the City. The Parties agree that this

Amendment may be executed in the manner contemplated in Section 5.28 of the Agreement and will be subject to the terms set forth therein.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
ARCHITECTS

DOTI-202683213-05 [202055806-05]
WILSON & COMPANY, INC., ENGINEERS &

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:
ARCHITECTS

DOTI-202683213-05 [202055806-05]
WILSON & COMPANY, INC., ENGINEERS &

Signed by:

67DB8E95D3B6493...
By: _____

Scott Waterman
Name: _____
(please print)
Title: Senior Vice President
_____ (please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-3



990 South Broadway, Suite 220
Denver, CO 80209
303 297 2976 p
303 297 2693 f
wilsonco.com

December 19, 2025

Dallas Howell
Project Manager II Engineering
2000 West 3rd Avenue
Denver, CO 80223

Re: Connecting Auraria Term Extension, LOMR Acquisition Support, Revised Bridge Load Rating
Master Contract: DOTI-202056629-00, Contract Control Number: DOTI-202369965-03
[202055806-03]

Department of Transportation and Infrastructure (DOTI) completed their award-winning Connecting Auraria Project, which included modifications to the Larimer Street Bridge over Cherry Creek. As part of these improvements, DOTI Engineering and Regulatory requires that a Letter of Map Revision (LOMR) be submitted to reflect the project's impact on the mapped floodplain of Cherry Creek.

Wilson & Company submitted a previous change order in November 2024 to estimate the amount of effort required to complete the LOMR process. The effort estimated under Task 3 - SUDP Closeout Activities was underestimated and required additional effort to incorporate the comments from the Engineering and Regulatory group. Since that time, the LOMR has been submitted to the FEMA queue and has received comments. The FEMA reviewer has returned several comments on the LOMR application that must be addressed before the LOMR can be approved and the SUDP can be closed out. During a meeting with the FEMA reviewer, they indicated that the 12 comments received pertain only to the technical modeling aspects of the LOMR and that they will have additional comments regarding the landowner notification letters and other non-technical/non-modeling aspects of the LOMR. Additionally, two of the 12 FEMA comments require additional coordination with the Mile High Flood District, which has requested additional figures and meetings to understand the deferred comments and offer guidance.

The detailed scope of this proposal is attached. Generally, it includes incorporating FEMA comments on the LOMR package, coordinating with the FEMA/Mile High Flood District/DOTI Floodplain reviewer to close out the SUDP permit, and responding to comments to obtain LOMR approval.

Pursuant to the 4th Amendatory Agreement for the subject project, this contract is scheduled to terminate on December 31, 2025. To complete post-project closeout activities as outlined in the attached scope, we also request a time extension to December 31, 2026, and a contract increase of **\$17,060.00** to complete this effort, which is further detailed on the following pages and attachments.

Sincerely,

Marc Devos, PE
Project Manager

Attachments:

Proposed Scope
Proposed Total Fee Estimate

Scope

Task 1: Incorporation of Comments

This task involves finalizing all comments received from DOTI, FEMA, and MHFD. It also includes up to two meetings with MHFD to discuss their preferences on the deferred LOMR comments as directed by the FEMA reviewer. The scope includes addressing/incorporating the 12 comments received on the initial LOMR submittal. The scope also includes an estimated allowance for anticipated comments on the required LOMR notification letters and other non-modeling/non-technical aspects of the LOMR process. Any additional modeling comments before the process moves into the non-technical review phase are outside the scope. Substantial non-technical review comments may require an additional supplement; however, we are including an allocation in Task 2 to cover this scenario should it arise.

Task 2: Unknown Additional Services

In light of the uncertain nature of the comments and the technical reviewers, we are including a task for unknown additional services that can be authorized in writing by the City PM to cover any unforeseen issues, including additional comments, requirements, or coordination activities, outside of what is outlined in Task 1.

WILSON & COMPANY, INC. DETAILED WORK HOUR ESTIMATE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE CONNECTING AURARIA TASK ORDER CHANGE LOMR ACQUISITION SUPPORT	Staff Classification					
	HYDRAULICS/DRAINAGE	SR HYDRAULICS/DRAINAGE	CADD TECHNICIAN	Wilson & Company		Project
				Total	Total	Total
				Hours	Fee	Fee
RATE	\$ 145	\$ 155	\$ 110			
	1	2	3			
Scope of Work Descriptions						
Task 1 - Incorporation Comments						
Incorporation of DOTI Comments	6	2	8	16	\$2,060.00	\$2,060.00
Incorporation of FEMA Comments	12	4	24	40	\$5,000.00	\$5,000.00
Incorporation of FEMA Non-Technical Comments	4	6	8	18	\$2,390.00	\$2,390.00
Coordination with MHFD and Comment Incorporation	4	6	8	18	\$2,390.00	\$2,390.00
Total Task 2 - Incorporation of Comments	26	18	48	92	\$11,840.00	\$11,840.00
Task 2 - Unknown Additional Services						
Unknown Additional Services	8	12	20	40	\$5,220.00	\$5,220.00
Task 3 - Unknown Additional Services	8	12	20	40	\$5,220.00	\$5,220.00
HOURS TOTAL	34	30	68	132		
TOTAL	\$ 4,930	\$ 4,650	\$ 7,480		\$17,060.00	\$17,060.00