

REVIVAL AND FOURTH AMENDATORY AGREEMENT

This **REVIVAL AND FOURTH AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**, a Kansas corporation registered to do business in Colorado, whose address is 1675 Broadway Street, Suite 200, Denver, CO 80202 (the “Design Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into a Design Services Agreement dated September 29, 2020, an Amendatory Agreement dated September 16, 2021 a Second Amendatory Agreement dated August 17, 2022 and a Third Amendatory Agreement dated October 5, 2023 (the “Agreement”) for the performance of certain work as set forth in that Agreement and the exhibits incorporated therein.

B. The Agreement expired on by its terms on December 31, 2024, and rather than enter into a new agreement, the Parties desire to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

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

1. Effective upon execution, all references to “...Exhibits A and A-1” in the existing Agreement shall be amended to read: “...Exhibits A, A-1 and A-2...” as applicable. **Exhibit A-2** the **Scope of Work** is attached and incorporated to the Agreement.

2. Section 3 of the Agreement, entitled “**COMPENSATION, PAYMENT, AND FUNDING**”, Sub-section 3.01 entitled “**Fee for basic services**”, is 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 TWENTY-THREE THOUSAND SIXTY-EIGHT DOLLARS AND TWENTY-THREE CENTS (\$823,068.23)**, in accordance with the billing rates and fee proposed in **Exhibits A, A-1, A-2 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/her

designee, and subject to the Maximum Contract Amount stated in this Section 3.”

3. Section 3 of the Agreement, entitled “**COMPENSATION, PAYMENT, AND FUNDING**”, Sub-section 3.05 entitled “**Maximum Contract Amount**”, paragraph (a) is amended to read as follows:

“**3.05 Maximum Contract Amount.** (a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVENTY THOUSAND FIFTY-THREE DOLLARS AND TWENTY-THREE CENTS (\$1,070,053.23)** (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 that specifically described in **Exhibits A, A-1 and A-2**. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement.”

4. Section 4 of the Agreement, entitled “**TERM AND TERMINATION**”, Sub-section 4.01 entitled “**Term**”, is amended to read as follows:

“**4.01 Term.** The Agreement will commence on November 10, 2020 and will expire on December 31, 2025. Subject to the Director’s, or the Director’s designee’s, prior written authorization, the Design Consultant shall complete any work in progress as of the expiration date and the term of the Agreement will extend until the work is completed or earlier terminated by the Director or the Director’s designee.”

5. Section 5.19 of the Agreement titled “**No Employment of a Worker Without Authorization to Perform Work Under the Agreement.**” is deleted in its entirety.

6. A new section 5.30 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**5.30 COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Design Consultant’s provision of Services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the

City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

8. This Revival and Fourth 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202477111-04 [202055806-04]
Contractor Name: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

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:

DOTI-202477111-04 [202055806-04]
WILSON & COMPANY, INC., ENGINEERS &
ARCHITECTS

By:  _____
Signed by:
Scott Waterman
67DB8E95D3B6493...

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

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

Scope

Task 1: Project Management

This task includes project meetings, status updates, periodic invoicing, and other project management tasks required to deliver the work.

Task 2: Incorporation of DOTI E&R Comments

Wilson & Company will respond to and resolve the comments presented by DOTI Engineering & Regulatory in this task. Once Engineering & Regulatory approves the LOMR Package, it will be submitted to FEMA via the online LOMC portal. The FEMA LOMR fee will be paid by the City of Denver and is not included in the scope.

Task 3: SUDP Closeout Activities

Wilson & Company will complete the necessary tasks to close out the following conditions of the Floodplain permit/SUDP.

1. **FINAL FLOODPLAIN INSPECTION:** All floodplain related work must be inspected and approved by the Floodplain Administrator. Installations shall be completed by a Denver qualified Contractor and shall conform to all Department of Public Works, WMD & FEMA standards regarding workmanship and materials. The Contractor shall request a Final Floodplain Inspection upon completion of work in the floodplain. Contact the Denver Floodplain Group floodplain@denvergov.org with the project address and SUDP number in the subject line to schedule the required inspection (allow 2 business day notice). The Final Floodplain Inspection must be passed to close this permit and is typically required prior to scheduling the final wastewater inspection (if needed).
 - a. Coordination and completion of the final floodplain inspection is included in the scope.
2. **LOMR:** A FEMA Letter of Map Revision (LOMR) is required within 6 months of completion of the project. The LOMR shall include floodway analysis. If the LOMR removes insurable structures from the floodplain, then a notification letter to all property owners that are removed from the floodplain will be required after the LOMR becomes effective to inform all property owners of their decreased flood risk and regulatory and insurance benefits from being mapped outside the limits of FEMA designated 1% annual chance floodplain.
 - a. Completion of the LOMR is included in the scope in conjunction with Tasks 2 and 4. No structures will be removed from the floodplain.
3. **AS-BUILTS:** An as-built topographic survey (signed and sealed by a PLS or PE) will be required as part of the LOMR submittal. The as-built survey shall be dense enough to support the hydraulic model geometry. Survey along the cross-sections of the hydraulic model in that fall within the project boundary shall be provided as well. Set breaklines on the edges of all hardscape.
 - a. The as-built survey has been previously completed and is not included in this scope. A copy of it will be included with the LOMR application.
4. **TEMPORARY DIVERSION INSPECTION:** At completion of the installation of the temporary diversion structure in Cherry Creek, the contractor shall schedule a Temporary Diversion Inspection. Installations shall be completed by a qualified Contractor and shall conform to all Department of Public Works, WMD & FEMA standards regarding workmanship and materials. The Contractor

shall email the Denver Floodplain Group floodplain@denvergov.org with the project address and SUDP number in the subject line (allow 2 business day notice).

- a. Assumed to be complete as part of Hammond's scope of work.
5. NO IMPACT PHOTOS: Before and after photos from the same vantage point to confirm that no fill or new above-grade structures were placed in the floodway, other than what has been approved by this permit. Send photos to the Denver Floodplain Group, [<floodplain@denvergov.org>](mailto:floodplain@denvergov.org) prior to scheduling the Final Floodplain Inspection.
 - a. Final photos to complete this requirement are included in the scope of work.
 6. EC PERMIT: All construction activities associated with this permit are subject to the conditions and requirements of Construction Activities Stormwater Discharge Permit (CASDP) 2022-EC-0000053. The CASDP shall be obtained prior to the start of any construction activity.
 - a. Assumed to be complete as part of Hammond's scope of work.
 7. SECTION 404 PERMIT: In conformance with the Nationwide Permit Verification letter (NWO-2022-00282-DEN) dated April 11, 2022, all construction activities associated with this permit are subject to the conditions and requirements of Nationwide Permit (NWP) 14 - Linear Transportation Project.
 - a. Assumed to be complete as part of Hammond's scope of work.
 8. WORK IN THE FLOODPLAIN: This approval is for authorization to work in the floodplain and floodway of the Cherry Creek as shown on the approved Plans sealed 05-24-2022, and in conformance with the No-Rise Report dated 12-05-2022, and per the approved Contractor Workplan. NO FILL, NEW ABOVE-GRADE OBSTRUCTIONS, OR NEW ABOVE-GRADE STRUCTURES ARE ALLOWED IN THE FLOODWAY. Construction materials shall not be stored/staged and construction equipment shall not be left unattended in the floodway. THE TEMPORARY DIVERSION SHALL BE REMOVED BY MARCH 1, 2023. All work in the channel shall be completed by May 1, 2023. The project will also need to coordinate with USACE Dam Operations and the Cherry Creek Dam annual flush activities, as appropriate.
 - a. Assumed to be complete as part of Hammond's scope of work.

Task 4: FEMA/MHFD Comment Incorporation

Upon notification that FEMA/MHFD has accepted the LOMR, a meeting will be set up with the assigned reviewer to review the project and the LOMR package and answer any initial questions regarding the submittal. Following the FEMA/MHFD review, Wilson & Company will respond to and resolve the comments presented to get the LOMR approved.

Task 5: Bridge Load Rating Update

Wilson & Company was requested to revise the Load Rating Calculation package to reflect the revised deck construction sequence that the Contractor had approved.

WILSON & COMPANY, INC. DETAILED WORK HOUR ESTIMATE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE CONNECTING AURARIA TASK ORDER CHANGE LOMR ACQUISITION SUPPORT, SUDP CLOSEOUT, BRIDGE LOAD RATING REVISION	Staff Classification											
	Project Manager	Structural Engineer	Jr Structural Engineer	Sr Hydraulics Engineer	Sr Hydraulics Engineer	Cadd Technician	Administrative Clerical	Wilson & Company			Project	
								Total	Total	Total	Total	
	RATE	\$ 245	\$ 185	\$ 120	\$ 155	\$ 150	\$ 110	\$ 110	Hours	Expenses	Fee	Fee
		1	2	3	4	5	6	7				
Scope of Work Descriptions												
Task 1												
Project Management	4						4	8	\$0.00	\$1,420.00	\$980.00	
Total Task 1 - Project Management	4	0	0	0	0	0	4	8	\$0.00	\$1,420.00	\$1,420.00	
Task 2 - Incorporation of DOTI E&R Comments												
Comment Incorporation				10	14	28		52	\$0.00	\$6,730.00	\$6,730.00	
Deliverable compilation				2	6	12		20	\$0.00	\$2,530.00	\$2,530.00	
QC				2	4	4		10	\$0.00	\$1,350.00	\$1,350.00	
Total Task 2 - Incorporation of DOTI E&R Comments	0	0	0	14	24	44	0	82	\$0.00	\$10,610.00	\$10,610.00	
Task 3 - SUDP Closeout Activities												
Floodplain Inspection Coordinaion				2		2		4	0	\$530.00	\$530.00	
LOMR coordination with SUDP Requiremnts				2		2		4	0	\$530.00	\$530.00	
No Impact Photos and SUDP closeout				2		2		4	0	\$530.00	\$530.00	
Task 3 - SUDP Closeout Activities	0	0	0	6	0	6	0	12	\$0.00	\$1,590.00	\$1,590.00	
Task 4 - FEMA/MHFD Comment Incorporation												
Reviewer Meeting and Coordination				2	2			4	0	\$610.00	\$610.00	
Incorporate FEMA/MHFD Comments				14	16	28		58	0	\$7,650.00	\$7,650.00	
Task 4 - FEMA/MHFD Comment Incorporation	0	0	0	16	18	28	0	62	\$0.00	\$8,260.00	\$8,260.00	
Task 5 - Bridge Load Rating Package Update												
Rerun calculations, update report and quality control		16	11					27	0	\$4,280.00	\$4,280.00	
Task 5 - Bridge As-Built Modifications	0	16	11	0	0	0	0	27	\$0.00	\$4,280.00	\$4,280.00	
HOURS TOTAL	4	16	11	36	42	78	4	191				
TOTAL	\$ 980	\$ 2,960	\$ 1,320	\$ 5,580	\$ 6,300	\$ 8,580	\$ 440		\$0.00	\$26,160.00	\$26,160.00	



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wilsonco.com

November 7, 2024

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) recently 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 impacts of the project on the mapped floodplain on Cherry Creek. The 2020 RFP for this project outlined the required floodplain scope as follows:

Provide a full Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revisions and Letter of Map Revision (CLOMR & LOMR) analyses. If the bridge is designed as a no-rise bridge, these may not be required. CLOMR & LOMR analyses must use FEMA effective hydrology and hydraulic models. No-rise analysis shall utilize the latest flood hazard area delineation (FHAD) model as a basis for comparing existing and proposed conditions.

Wilson & Company originally costed this effort as a no-rise as the only proposed channel impact was the removal of an existing bridge pier, making a no-rise certification very likely. The line-item fee for Task 4.E.2 was listed as \$11,345. No indication of a post-project LOMR being required was indicated in the RFP nor in the current scope. At 90% design review, a LOMR was indicated as being required. Traditionally, a LOMR effort for this size of project would be approximately \$30,000. As such, this task order is asking for the difference in fee between the no-rise analysis already performed and a LOMR effort.

To date, Wilson and Company has submitted a draft version of the LOMR documents to DOTI Engineering and Regulatory and have received comments from the reviewers to incorporate before the package gets submitted to FEMA.

Wilson & Company also is listed as the permit holder for the SUDP permit for the project. It is assumed that all the contractor components of the project have been closed out and all that remains to close out the SUDP permit is to complete the final inspection and LOMR.

The detailed scope of this proposal is attached but generally includes incorporating the comments received by DOTI Engineering and Regulatory to the LOMR package, the required coordination efforts to close out the SUDP permit, coordination with the FEMA/Mile High Flood District reviewer and responding to comments to get the LOMR approved.

This proposal also includes time to update/modify the bridge load rating calculations to reflect the revised deck construction sequence that the Contractor had approved.

Pursuant to the 3rd Amendatory Agreement for the subject project, this contract is scheduled to terminate on December 31, 2024. To complete post project closeout activities as outlined in the attached scope. we are requesting a time extension to December 31, 2025, and a contract increase of \$26,160.00 to complete this effort which is further detailed on the following pages and attachments.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Devos". The signature is fluid and cursive, with the first name "Marc" being more prominent than the last name "Devos".

Marc Devos, PE
Project Manager

Attachments:

Proposed Scope
Proposed Total Fee Estimate