

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the “City”), and **WENK ASSOCIATES, INC** (the “Design Consultant”) a Colorado corporation, whose address is **1355 ELATI ST DENVER, CO 80204**, collectively “the parties”.

RECITALS:

A. The City and the Design Consultant previously entered into an Agreement dated June 15, 2015, and an Amendatory Agreement dated January 27, 2016 (the “Agreement”), to provide services for the River North Park Project (the “Project”); and

B. The City has increased the scope of the Project requiring more time and effort by the Design Consultant, as further described in **Exhibits A-1, A-2 and A-3**.

C. The parties wish to adjust the scope of the work to be completed by Design Consultant, the Design Consultant’s fees and the Term of the Agreement, by this amendment to the Agreement, with all other terms and conditions of the Agreement remaining unchanged unless modified herein.

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

1. In addition to the performance of the services and production of the deliverables set forth and identified as Phase 1 on **Exhibit A** to the Agreement as required by the Agreement, Design Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibits A-1, A-2 and A-3** attached hereto and incorporated herein.
2. Each reference in the Agreement to “**Exhibit A**” is hereby modified to read as follows:

“**Exhibit A, and identified in Exhibits A-1, A-2 and A-3.**”
3. Each reference in the Agreement to “**Exhibit B**” is hereby modified to read as follows:

“**Exhibits B, B-1, B-2 and A-3.**”
4. Paragraph **3.01 Fee for basic services** is modified in its entirety 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 **SIX HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY AND 00/100 DOLLARS (\$675,730.00)**,

in accordance with the billing rates and project budget stated in **Exhibits B, B-1, B-2 and A-3.**”

5. Paragraph **3.02 Reimbursable Expenses** is modified in its entirety to read as follows:

“3.02 Reimbursable Expenses: Except for any reimbursable expenses specifically identified in **Exhibits B, B-1, B-2 and A-3** or approved in writing by the City as reasonably related to or necessary for the Design Consultant’s services, all other expenses shall be included in the Consultant’s fee and will not be reimbursed hereunder. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, the total amount of reimbursable expenses will not exceed **SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00)**. Any increase in the maximum amount of reimbursable expenses will reduce the Consultant’s maximum fee amount accordingly.

6. Subparagraph (a) of Paragraph **3.05 Maximum Contract Amount** is modified in its entirety 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 **SIX HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED THIRTY AND 00/100 DOLLARS (\$682,730.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibits A, A-1, A-2 and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2 and A-3** are performed at Design Consultant’s risk and without authorization under the Agreement.

(Remainder of Page Left Blank Intentionally)

Contract Control Number:

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



Exhibit A-1



ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

March 23, 2016

Brian Wethington
Denver Parks and Recreation
201 West Colfax Ave, Ste 600
Denver, CO 80202

Re: River North Park Scope of Work – Phase 2

Dear Brian,

Wenk Associates is pleased to submit this scope of work for Phase 2 of River North Park. The following process and products describes the scope of work as a continuation of Tasks from Phase 1.

Phase 2 includes construction documents, public outreach, related coordination, and construction observation for River North Park. We assume a construction value of approximately \$2.9 million. We have listed supplemental services in the event that additional construction funding is found for amenities outside of the current budget. Our fees for the scope of work are provided in Exhibit B.

The limits of work include to the proposed back of curb on 35th Street, to the back of proposed flush curb/pan on Festival Street, to the property line on the south, and to the west edge of asphalt on Arkins Court. The work also includes demolition documents with structural engineering for the Interstate and EEB Buildings per the Preferred Concept Plan. Exhibit A shows the limit of work.

We assume a 9-month design process beginning in March 2016, and 9-month construction process starting in spring 2017. We assume the contract duration is through June 2018.

Phase 2: Tasks 4-5

Phase 2 will include the development of construction documents and design services during construction.

Task 4: Construction Documents (9 months)

The following sub-tasks are included:

Task 4a: Park Construction Documents

- Project coordination
- Incorporate comments from 30%, 60%, and 90% ERA reviews, provide written comment responses.
- Materials Management Plan: Coordinate with Denver Department of Environmental Health for development of specifications for unknown conditions.
- Develop Drainage Report and CASMP Plans

- Develop 60%, 90% and 100% CD package including:
 - Cover Sheet
 - Existing Conditions and Demolition Plan
 - Erosion Control Plan
 - Layout and Material Plan
 - Grading and Drainage Plan
 - Planting Plan and Details
 - Landscape Details
 - Utilities Plans and details
 - Lighting and Electrical Plans and Details
 - Irrigation Plan and Details
 - Specifications
 - Bid Form
- Prepare Cost Estimates at each submittal
- Prepare and submit to City's ERA process and respond to comments (at 60%, 90% and 100%)
- Prepare Bid Documents
- Provide coordination with selected artist for the playground element. Assumes up to (5) meetings with artist.

Task 4b: Building Package (provided by Tres Birds)

- Provide full demolition documents with structural engineering for both the Interstate and EEB building per the preferred concept plan.

Task 4 Meetings

- (20) Bi-weekly Coordination Meetings with Parks
- Attend agency coordination meetings (up to 6)
- (3) Project Partners Meeting
- (2) Project Stakeholders Meeting

Task 4 Deliverables:

- 60%, 90%, and 100% CD/ERA Submittals
- Responses to ERA submittals
- Bid Documents
- Building demolition package

Task 5: Bidding and Design Services during Construction (assumes a 9-month construction period)

- Attend Pre-Bid Meeting
- Prepare Addenda
- Prepare "For Construction" Drawings, includes set with all revised addenda sheets
- Attend weekly construction meetings. Below lists the site visits by consultant:
 - Wenk Associates – 36 site visits, 2 hours each, with Field Reports
 - EES – 10 site visits, 2 hours each
 - SSG – 1 site visit
 - HydroSystems – 3 site visits
 - LT Engineering – 3 site visits

- Tres Birds, Building Demo – 16 meetings (including 4 with structural team)
- Tres Birds, Play Structures & Site Furnishings -12 visits
- Review of submittals
- Respond to Contractor's Requests for Information (RFI's)
- Issue Architect's Supplemental Instructions (ASI's) if needed
- Conduct and Issue Substantial Completion and Final Completion Punchlists
- Prepare As-builts (based on contractor mark ups)
- Review of warranty items

Deliverables:

- Site observation reports (Field Reports) up to (30) thirty.
- Substantial Completion and Final Completion Punchlists
- Construction As-builts
- Warranty Walk Punchlist/Notes

Sub-Consultant Tasks:

The following describes specific tasks included for team members.

EES (Civil Engineering):

Task 4, Construction Documents:

- Meetings and Coordination (up to 5)
- Overall Utility, Storm, and Grading Plan
- Sanitary Service Plan
- Sanitary Capacity Letter
- Water Plans (services only)
- Water Applications
- Storm Plans
 - Includes SPR UDFCD Plans for general grading and flatwork, and Regional Water Quality
 - Excludes major outfalls, in-channel work, major water features, and floodplain hydraulic study
- Drainage Report
- CASMP
- Specifications
- Cost Estimates

Task 5, Bidding and Design Services During Construction:

- RFIs and submittals
- Meetings and Coordination (3)
- Site Inspections (10 – 2 hours each)
- Final walk through and punch list
- As-built plans (for on-site storm only). No floodplain studies

HydroSystems (Irrigation Design):

Task 3 – Construction Documents

- Construction Documents, 60%, 90%, 100%, and For Construction submittals

- Cost Estimates
- Bid Assistance

Task 4 – Design Services During Construction

- Weekly meetings only when required (up to 3)
- (3) Site visits and progress reports
- (1) Punch list / Close out
- (1) Warranty Review Site visit

Rock Sol (Geotechnical Engineering):

- Limited coordination time with development of Construction Documents and Contractor RFI's.

SSG (Lighting):

Task 4, Construction Documents:

- Construction Documents, 60%, 90%, 100%, and For Construction set submittals.
- Cost Estimates

Task 5, Design Services During Construction:

- Submittal reviews, RFIs, and one site visit (no mechanical)

Tres Birds(Architecture):

Task 4a, Construction Documents, Playground Structures and Site Furnishings:

- Concept Drawings and Construction Documents for Playground Structures (assumed \$100,000 construction cost)
- Concept Drawings and Construction Documents for Site Furnishings (assumed \$50,000 construction cost)
- Cost estimates

Task 4b, Construction Documents, Demolition Documents for Interstate and EEB Buildings:

- Demolition Drawings, Specifications, and Details
- Structural Engineering
- Construction Observation for Building Demolition

Task 5B, Design Services During Construction:

- Construction Observation for Site Furnishings

LT Engineering (Structural Engineering):

Task 4, Construction Documents:

- Structural Review of site elements
- Construction Drawings, 60%, 90%, 100%, and For Construction sets
- Cost Estimates

Task 5, Design Services During Construction:

- Submittal and RFI Review
- (3) Site Visit during construction

Pinyon Environmental, Inc. (Environmental):

Task 4, Construction Documents:

- Materials Management Plan

Supplemental Services:

Services not specifically provided in the above scope, but listed immediately below, will be considered Supplemental Services. Supplemental Services can be provided, upon request. In the case of additional funding for higher detail design or expanded scope, we will work with the City to identify the additional services required. Below lists a few potential additional scope items that may arise:

- Public Outreach approx. \$10,390, based upon agreed tasks
 - Provide public meeting notifications
 - Update website
 - Facilitate and prepare for (1) public meeting
 - Document participant feedback via interviews
 - Create public outreach cards to be posted in the neighborhood or at the construction site.
- River Bank Area: Fee provided upon request
Design and Construction Drawings, Plans, and Specifications for River Bank Area, from west edge of Arkins Court to South Platte River. (Wenk, EES)
- Environmental: Fee provided upon request
Additional Environmental Studies/Reports/Approvals (Pinyon, Rocksol, Wenk)
- 35th Street Pedestrian Bridge Landing: Fee provided upon request
Additional Design and/or coordination with regards to 35th Street Pedestrian Bridge (Wenk, EES)
- Testing: Fee provided upon request
Additional soils and geotechnical work (Rocksol)
- Additional Meetings Provided at hourly rates
Additional meetings outside of the scope defined will be provided at our hourly rates
- Utility Potholing Provided upon request
- Building Program Meetings: \$2,500
Up to (5) Additional Meetings with BID/GID/RiNo Arts District, Denver Public Library, Denver Parks and Recreation, and potential Building Users/Tenants. (Wenk, Tres Birds)
- 35th St. Ped Bridge, Architecture: \$7,000
Architectural Elements at 35th St. Bridge landing (Tres Birds):
(Assumes \$50,000 construction cost)

- Architectural/Artistic Elements in Water Quality Area(Tres Birds): \$7,000
(Assumes \$50,000 construction cost)
- Architectural Shading Devices(Tres Birds): \$10,000
(assumes \$75,000 construction cost)
- Architectural /Artistic Elements at Park Pathway Design (Tres Birds): \$3,000
(Assumes \$25,000 construction cost)
- Additional design for expanded scope/higher detail program elements TBD
In the case of additional funding or expanded scope, we will provide a request for additional services based on the scope of work required.

Assumptions and Exclusions

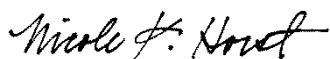
The following tasks and products are assumed to be provided by the Client or are not included in the scope of work. These can be performed upon written direction by the Client at an agreed upon additional service cost.

- All plan reports will be delivered to the Client in electronic format. Meeting notes, presentation materials, survey results, and cost estimates will be provided electronically. Plan Set submittals will be submitted electronically. Bid Set will be an electronic and one half size hard copy.
- [REDACTED]
- Design of improvements and facilities outside of the project site are not included.
- Adequate and timely access to the site to conduct assessments and reviews is assumed.
- It is assumed that the subject property does not present conditions that are hazardous to the health and safety of consulting team staff. [REDACTED]
- [REDACTED]
- [REDACTED]
- Client will disclose known conditions that might affect the work of this project and make available any reports, title histories, and other information required for environmental and other investigations.
- Client will refer, collect, and collate all agency reviews and provide coordinated direction to design team.
- Any fees required for reviews, reviewing agencies, site access for survey, environmental and geotechnical work, and for development permitting, are not included.
- Client will provide locations for public, stakeholder, and other agency group meetings as required.
- It is assumed that construction documents will be completed on or about October, 2016 and construction work will be completed by the end of 2017. [REDACTED]
- [REDACTED]
- Attendance at meetings beyond those specified in this letter will be subject to additional services as approved by the Client.

- Unless specifically included in the scope of work above, Work does not include laboratory analysis or testing, which would be performed as additional services as required.
- Printing of plans beyond those included in the tasks above is not included. Plans will be provided to the City electronically.
- Traffic reports, plans, and traffic impact analysis are not included.
- Sound studies are not included.
- Pedestrian, vehicular, and bicycle detour plans are not included.
- Grade certification for As-Built Drawings is not included.
- CLOMR/LOMR are not included.
- No-Rise detailed analyses, reports, or regulatory approvals are not included.
- Design of water or sewer mains is not included.
- SUDP applications are assumed to be the responsibility of the Contractor and are not included.
- Environmental permitting (404 Permit) or Coordination is not anticipated to be required and is not included.
- Design of in-channel improvements, major storm outfalls/energy dissipation structures, or water features is not included.
- FEMA reports or submittals are not included.
- Design of lift stations, booster pump stations, ejector pumps is not included.
- Design and locating of grease traps and sand/oil interceptors is not included.
- ALTA or design survey is provided by the Owner and is not included.
- Construction Staking is assumed to be the responsibility of the Contractor and is not included.
- Title Company, Utility Company, Agency and Processing Fees are not included.
- Legal Descriptions and easements are not included.
- Wetland Mitigation is not anticipated to be a requirement and is not included.
- Groundwater Modeling/Mitigation is not included.
- Foundation underdrain/perimeter drain systems are not included.
- Major encumbrance permitting assistance is not included.
- Right of way dedication assistance is not included.
- Mechanical Design is not included.
- Construction Meeting Notes are assumed to be provided by the Contractor and are not included.

Thanks again, Brian. We're excited to continue working on this. Please contact me if you have any questions.

Sincerely,



Nicole Horst
Principal

Exhibit B-1

River North Park
 Exhibit B
 23-Mar-16
 by consultant and phase

	Wenk LA	EES Civil	Hydro Irrigation	Curry Public Outreach	LT Structural	Rocksol Geotech	SSG MEP	Tes Birds Architect	Pinyon MMP	Total
Phase 2: Construction Documents & Construction Observation										
Task 4. Construction Documents										\$ 215,080.00
Task 4a. Park Construction Documents	\$ 86,700.00	\$ 35,930.00	\$ 4,050.00		\$ 4,400.00	\$ 1,000.00	\$ 5,000.00	\$ 28,000.00	\$ 2,000.00	\$ 167,080.00
Task 4b. Building Package (includes CO)								\$ 48,000.00		\$ 48,000.00
Task 5. Bidding/ Construction Obsrvation	\$ 45,015.00	\$ 10,420.00	\$ 2,955.00	n/a	\$ 2,000.00	n/a	\$ 2,000.00	incl.	incl.	\$ 62,390.00
Subtotal Phase 2	\$ 131,715.00	\$ 46,350.00	\$ 7,005.00	\$ -	\$ 6,400.00	\$ 1,000.00	\$ 7,000.00	\$ 76,000.00	\$ 2,000.00	\$ 277,470.00
Percent of Total	47.5%	16.7%	2.5%	0.0%	2.3%	0.4%	2.5%	27.4%	0.7%	100.0%
		W/DBE			W/DBE	W/DBE	W/DBE		W/DBE	22.6%
Reimbursables for team										\$ 3,000.00
Phase 2 Grand Total with Reimbursables										\$ 280,470.00

- Notes:**
1. The W/DBE goal per the RFP and proposal response is 23%. We will aim to meet this goal throughout the project.
 2. We reserve the right to reallocate fees among team members if necessary.
 3. Reference the scope for a description of tasks and assumptions.

Exhibit A-2



ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

April 20, 2016

Brian Wethington, Denver Parks and Recreation

Re: 30% Design River North Promenade Scope of Work_ 28th Street to 38th Street

Dear Brian,

Wenk Associates is pleased to submit this scope of work for 30% Design for the River North Promenade from 29th Street to 38th Street. The work includes 30% design of the pedestrian promenade (formerly Arkins Court) as identified in the RiNo Concept Plan prepared by Wenk Associates. The proposed improvements along the river embankment within this stretch are not included in the scope at this time. The preliminary opinion of probable costs estimates the project costs at approximately \$15.5M. The scope areas are listed below:

- **The RiNo Promenade (Arkins Court from 29th Street to 38th Street):** approximately 280,000SF (6.4 acres).
- ~~**The river embankment from top of bank to river edge (from 29th Street to 38th Street):**~~ approximately 360,000SF (8.3 acres).

We assume a six month schedule beginning in June of 2016. The current schedule for South Platte River Feasibility Study, led by McLaughlin/Merrick, plans to have recommendations completed by the USACE on May 1, 2016. The recommendations of the South Platte River Feasibility Study could have potential impacts on the design for the promenade and riverbank improvements that were not considered in the RiNO Concept Plan.

Our team would include the following disciplines and firms to complete 30% Construction Documents for the scope area:

- | | |
|---|-----------------------|
| • Lead Landscape Architect | Wenk Associates |
| • Architect/ Artist | Tres Birds Workshop |
| • Civil Engineer | EES (MWBE) |
| • Structural Engineer | LT Engineering (MWBE) |
| • Geotechnical Engineer | Rocksol (MWBE) |
| • Irrigation | Hydrosystems KDI |
| • Lighting/ Electrical | Clanton associates |
| • Surveyor | Merrick and Company |
| • Phase 1 Environmental is not included | |

We hope that our scope is acceptable to you in your consideration of these services. We would be happy to discuss with you in greater detail, or to make clarifications as needed. Please feel free to contact us should you have any further questions or edits following your review.

Sincerely,

A handwritten signature in black ink that reads "Gregory J. Dorolek". The signature is written in a cursive style with a large, prominent initial 'G'.

Greg Dorolek
Principal

2016. 04.13

SCOPE OF SERVICES: THE RINO PROMENADE (29th - 38th Street)

Project Description

The project creates a pedestrian promenade along Arkins Court from 29th Street to 38th Street in RiNO. The promenade includes a variety of programmed activities, gathering spaces, and enhanced landscaped areas along the top of the riverbank. The plan includes six sculptural gateways along the promenade, at the end of numbered streets; the gateways provide an overlook to the River as well as improve connections between the river path and promenade via steps and ramps. In addition to access, the improved visibility created between the promenade and River attempts to increase the safety along the River—a primary concern of the neighborhood. As identified in the concept plan, the project area is divided into three distinct reaches that have unique physical and programmatic characteristics that define them, further described below. At the same time the promenade plan envisions continuity of materials and elements along its length that expresses the Rino's rich art and industrial culture and its location along the South Platte River. The plan will include the reuse and repurposing of existing materials where possible as well as a creative use of new materials that reflect the spirit and context of the neighborhood. The three project reaches in the Concept Plan are described below:

- Reach 1: The Urban Residential Promenade (from 29th to 33rd Court). *This area is defined primarily by new residential development occurring adjacent to Arkins Court and the Promenade. This reach will maintain vehicle access and parking (2 traffic lanes; parking on the east side of the street only). The east side of the street will maintain a City-standard tree lawn (13' width). The promenade area on the west side of the street varies between 15' and 40' wide and provides a variety of gathering areas overlooking the river. This reach includes improved access for bicyclists and pedestrians to the river via new paths and stairs.*
- Reach 2: The Park Promenade (from 33rd Court to 35th Street). *This reach is characterized by its adjacency to River North Park and improved access and visibility to the River. Vehicular traffic is removed from Arkins Court and the ROW is repurposed for pedestrian focused use and activities. This reach includes improved access for bicyclists and pedestrians to the river via new paths and stairs.*
- Reach 3: The Entertainment Promenade (from 35th street to 38th Street) *This area is characterized by its adjacency to new developments that will feature active ground floor uses adjacent to the promenade in addition to a privately developed amphitheater. Vehicular traffic is removed from Arkins Court and the ROW repurposed for pedestrian focused use and activities. The promenade area varies between 30' and 60' width in this area and accommodates a variety of active and passive gathering spaces overlooking the river. This reach includes improved access for bicyclists and pedestrians to the river via new paths and stairs.*

Work Scope

30% Construction Documents work generally includes analysis, validating design and engineering requirements, the preparation of schematic design (30% CDs), preliminary details and opinion of probable construction costs. The scope also includes coordination with the client team, project stakeholders, and adjacent property owner's. The scope of work includes (2) public meetings held in the RiNo neighborhood. The following scope of work will be completed in two phases, and assumes a (6)-month design process. Phases, tasks, and deliverables are outlined in more detail below:

Phase 1

Phase 1 work will include data collection, reports, and survey base mapping. We will develop alternative concepts for review with the client, project stakeholders, property owners, and the public. Conceptual design alternatives will include the preparation of illustrative plans and perspectives for project communication and marketing needs of the client.

Task 1.1: Project Management and Client Meetings

- Coordinate schedules, deliverables and develop a Project Management Plan with project partners (project Partners assumes NDCC, Denver Parks and Rec, and The Greenway Foundation)
- Prepare detailed project schedule and update as needed
- Facilitate bi-weekly meetings with City staff/ project partners
- Identify key project goals and objectives with the project partners group
- Document meeting minutes and distribute

Meetings:

- (12) Coordination meeting with City staff/ project partners

Deliverables:

- Project Management Plan
- Detailed project schedule with deliverables and milestones
- Meeting notes with action items identified

Task 1.2: Data Collection and Base Mapping

- Prepare survey for project scope area including topography, property limits, easements, utility locations, floodplain limits, environmental constraints, and existing conditions.
- Compile project area base map from existing sources provided by the City, and the most current plans from adjacent developments from owners.
- Base map will be prepared in AutoCAD.
- Prepare geotechnical soil investigation including (10) boreholes. RockSol will perform laboratory testing of recovered samples for characterization of geotechnical parameters.

Deliverables:

- Survey (Merrick) and AutoCAD base map (WENK).
- Geotechnical Borings along promenade and geotechnical analysis report (ROCKSOL)

Task 1.3: Stakeholder/ Public Outreach

Wenk Associates will lead the stakeholder/public outreach process which will include facilitating stakeholder and public meetings and strategizing outreach efforts. We will provide updates to the website and social media outlets created for RiNo Park. We will create project communication, graphics to facilitate meetings; organize and respond to stakeholder/ public comments; and summarize feedback to be utilized in the planning and design effort for the park.

- Wenk Associates will finalize public engagement strategy with Parks, NDCC and key project partners
- Wenk will facilitate stakeholder meetings and summarize feedback to be utilized in the 30% design for the promenade. We will prepare exhibits to communicate the design intent, document the process, provide analysis and make recommendations for the plan. At a minimum, stakeholders include the following:
 - City of Denver (Parks, Public Works, NDCC, Arts and Venues)
 - Greenway Foundation
 - Metro Sewer
 - UDFCD, USACE
 - Adjacent Property Owners/ Developers and their Architects
 - Design teams for adjacent projects
 - 35th Street/ Festival Street
 - River North Pedestrian Bridge
- Wenk Associates will facilitate (2) public meetings and/ or workshops. In Public Meeting One will present concept alternatives to the public and gather feedback to be utilized in the development of a preferred alternative plan. In Public Meeting Two we will present the preferred alternative and plan refinements based on previous input from stakeholders and the public. We will prepare exhibits to communicate the design intent, document the process, provide analysis and make recommendations for the 30% CD plans.

Deliverables:

- On-line survey and results
- Documentation of public and stakeholder input
- Update Project Website, Facebook Page, and Instagram site
- Presentation Boards and/or digital presentation to include plans, sketches, and precedent images to communicate design intent
- Meeting notes with action items identified

Meetings:

- (6) Meetings with Property Owners/ Developers
- (3) Meetings with Project Stakeholders
- (2) Public Meetings

Task 1.4: Alternatives Development

- Develop alternative scenarios for long-term programming of promenade and river.
- Identify, with project partners, long-term management and maintenance of the promenade and river improvements.
- Complete an analysis of site issues and opportunities that incorporates key issues such as landscape patterns, historic, cultural, safety, environmental, water quality, ownership, and utility assessments.
- Identify issues and opportunities associated with trails, circulation patterns and access requirements.
- Identify opportunities for public art and interpretation of historic and cultural resources.
- Complete a project area Issues and Opportunities Framework Plan.
- Develop conceptual design alternatives for the promenade and river (up to 3 alternatives that range high, medium, low cost finishes and scope).
- Alternatives include the refinement and feasibility of architectural concepts presented in previous promenade plans (i.e. River Gateways)
- Determine feasibility for the of alternatives with project partners

Deliverables:

- Issues and Opportunities Framework Plan
- Concept alternatives and supporting plans, sketches and graphics to communicate design intent (up to 3 concepts). Alternatives includes Landscape, Architectural, Utilities, and Lighting
- Preliminary cost feasibility analysis
- Prepare Illustrative plan of preferred alternative
- Prepare (3) perspectives of preferred alternative

Phase 2

Phase 2 work will include the preparation of 30% Design Plans, Specifications and opinion of probable construction costs

Task 2.1 30% Construction Documents

- Project coordination
- Synthesis of selected elements to finalize a preferred concept
- Prepare a Sketch Up model for (3) select areas for use in evaluating the preferred alternative. Areas for modeling will be determined with project partners.
- (EES) to Prepare 30% Drainage Report
- Prepare 30% CDs/ERA submittal; Develop 30% CD package for the project area including:
 - PROMONADE IMPROVEMENTS INCLUDE:
 - Preliminary demolition (WENK)
 - Preliminary layout and materials plan (WENK)
 - Preliminary Architectural/ Structural drawings (for Gateways) (TRES BIRDS/ LT)

- Preliminary grading plan (WENK/ EES)
 - Preliminary planting plan (WENK)
 - Preliminary lighting concepts, equipment and electrical layout (CLANTON)
 - Preliminary Irrigation/ Mainline Plan (HYDROSYSTEMS)
 - Sections, sketches and images to describe the project character and finish (WENK/ All)
 - Preliminary construction details (WENK/ ALL)
 - Preliminary utilities plan (EES)
- Prepare Outline Specifications (WENK)
 - Preliminary estimate of probable costs for preferred alternatives (WENK /ALL)

Meetings:

- Meetings listed in Task 1.2

Deliverables:

- 30% PROMENADE CD set
- preliminary cost estimate (Wenk/ All)

Fee Summary

See attached

Exclusions

- Transportation Engineering Plan (TEP)
- CLOMR/LOMR
- No-Rise detailed analyses, reports, or regulatory approvals
- No detailed scour calculations (to be provided at 60%CD)
- Design of off-site improvements
- Design of water or sewer mains
- SUDP applications
- Environmental permitting (404 Permit) or Coordination
- Materials Management Plan
- Design of in-channel improvements, major storm outfalls/energy dissipation structures, water features
- Traffic Impact Analysis (TIA) or Traffic Signal Plans
- Sound Studies or Reports
- FEMA reports or submittals
- Design of lift stations, booster pump stations, ejector pumps.
- Design and locating of grease traps and sand/oil interceptors.
- Construction Staking
- Title Company, Utility Company, Agency and Processing Fees
- Legal Descriptions and easements
- Wetland Mitigation
- Groundwater Modeling/Mitigation
- Utility Potholing
- Foundation underdrain/perimeter drain systems

- Major encumbrance permitting assistance
- Right of way dedication assistance

End of Scope

Exhibit B-2

2016.04.15

Wenk Associates, Inc.

RiNo Promenade (29th-38th Street)

Team fees

30% CDs

	Wenk Assoc LA/Lead	EES Civil	Clanton Lighting/ELEC	Tres Birds Architect/ Artist	LT Engin Structural	Hydrosystems Irrigation	Rocksol Geotech	Merrick Survey	
Area 1: Promenade (top of bank "Arkins Court')	\$ 58,500.00	\$ 15,000.00	\$ 10,000.00	\$ 20,000.00	\$ 3,000.00	\$ 2,000.00	\$ 14,000.00	\$ 17,500.00	TOTAL \$ 140,000.00
	41.79%	10.71%	7.14%	14.29%	2.14%	1.43%	10.00%	12.50%	

Note:

1. We reserve the right to reallocate fees within our team.
2. The W/DBE goal for this project is 23%. We will continue to aim to reach this goal throughout the project.

Exhibit A-3



ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

April 7, 2016

Brian Wethington
Denver Parks and Recreation
201 West Colfax Ave, Ste 600
Denver, CO 80202

**Re: River North Park
Additional Service Request - 33rd & Festival Street Landscape Design Services**

Dear Brian,

Thank you for allowing us the opportunity to submit an additional service request for the additional work along Festival Street.

Our original scope of work included the Park property bounded on the east by the back (west edge) of the Festival Street pan. As part of this additional service, we will provide design services for the east side of Festival Street and the Festival Street pavement pattern to create a unified design between River North Park, Festival Street, and the eastern edge between Great Divide and Festival Street. The attached exhibit further identifies the scope of work. The scope includes:

Conceptual Design:

- East side of Festival Street, 33rd Street to 35th Street
- Pavement pattern (jointing plan) on Festival Street

Final Design:

- East side of Festival Street along the existing Great Divide Building is included in final design.
- Phase 2 and the parking lot along Great Divide are not included in final design.

Tasks for the work include the following:

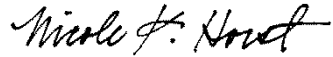
- Develop/Refine prototypical sections along the full length of Festival Street (up to 5 sections total)
- Develop concept plan for landscape treatment on the east side of Festival Street
- Develop details for section between Great Divide Bldg and Festival Street
- Develop pavement pattern/jointing pattern for Festival Street
- Coordinate with 33rd & Festival Street team
- Develop layout plan incorporating Park, Festival, and Great Divide Edge
- Develop details for 60%, 90% and 100% Construction Document submittals

- (2) Coordination meetings with BID/GID
- (1) Coordination meeting with Public Works
- (1) Stakeholder meeting with Great Divide and the Gordon's

The total fee for these tasks is \$10,500.

Please let me know if you have any questions or changes to this request.

Sincerely,

A handwritten signature in black ink that reads "Nicole Horst". The signature is written in a cursive style with a large initial "N" and "H".

Nicole Horst
Principal, Wenk Associates
303.628.0003