

THIRD AMENDATORY AGREEMENT

THIS THIRD 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, collectively “the parties.”

RECITALS:

A. The City and the Design Consultant previously entered into an Agreement dated June 15, 2015, an Amendatory Agreement dated January 27, 2016 and a Second Amendatory Agreement dated July 15, 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, A-3 and A-4**.

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. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4, as applicable....” The scope of services and budget marked as Exhibit A-4 attached to this Amendatory Agreement is hereby incorporated herein by reference.
2. Paragraph 3.01 of the Agreement entitled “**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 **ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$1,125,730.00)**, in accordance with the billing rates and project budget stated in **Exhibit A and Exhibit B.**”

3. Paragraph 3.03 of the Agreement entitled “**Additional Services**” is modified in its entirety 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 contract is **FORTY-FIVE THOUSAND ONE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$45,190.00).**”

4. Paragraph 3.05 of the Agreement entitled “**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 **ONE MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$1,177,920.00)** (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Design Consultant’s risk and without authorization under the Agreement.”

5. Paragraph 4.01 of the Agreement entitled “**Term**” is modified in its entirety to read as follows:

“4.01 Term. The term of this Agreement shall commence on execution of this Agreement and expire, unless sooner terminated, upon final completion of the Project, but in no event later than **June 14, 2020.**”

(Remainder of Page Left Blank Intentionally)

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-201522436-03

Contractor Name: WENK ASSOCIATES INC

By: Nicole K. Horst

Name: Nicole K. Horst
(please print)

Title: Principal/V.P.
(please print)

ATTEST: [if required]

By: Rita M. Halme

Name: Rita M. Halme
(please print)

Title: Business Manager.
(please print)





ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

February 02, 2018

Owen Snell
Denver Parks and Recreation
201 West Colfax Ave, Ste 600
Denver, CO 80202

Re: River North Promenade PHASE 1-100% CD's DRAFT Scope of Work

Dear Owen,

Wenk Associates is pleased to submit this draft scope of work for the River North Promenade-Phase 1. The following tasks, products, and fees describe the scope of work based on our current plans for the 30% Construction Documents for the project, which were completed the week of March 6, 2017, for a first phase of the Promenade.

The first phase boundaries (Project Area) are at the limits of the RiNo Park design at 35th Street to the edge of Right of Way at 38th Street; and from the top of river bank to outside edge of Arkins Street.

Wenk Associates will provide lead design and landscape architectural services, and lead a multidisciplinary team including:

- Tres Birds Workshop (TBW): Architecture for the (3) Park Structures described below.
- Entitlement Engineering Solutions (EES): Civil Engineering
- Clanton Associates: Lighting Design and Electrical Engineering
- Hydrosystems KDI: Irrigation Design
- LT Engineering: Structural Engineering
- Rocksol Consulting Group: Geotechnical Engineering

The work includes the design of a pedestrian promenade, approximately 83,350 SF (1.9 acres). We are excited for the opportunity of fully developing and implementing the promenade and the custom elements that will create a unique and special place along the South Platte River in the River North Neighborhood (RiNo) and for the City of Denver. The elements we feel we are unique include the following:

- (3) park structures: pavilion, gangway, and tower, designed and detailed by Tres Birds Workshop.
- Stormwater treatment within the City ROW. Along with EES, we will be detailing curb-less streets with landscape-based (shallow vegetated swales) water quality areas. Our goal is to hydraulically connect vegetated swales with chase drains and/or shallow conveyances. This approach will be unique to Denver and is the basis to creating a riparian aesthetic along with a pedestrian safe environment, which are established as goals for the Promenade.
- A detailed demolition plan that outlines the selective removal of the existing asphalt on Arkins Court to create planting zones, water quality areas, seating

areas, and circulation patterns while re-purposing Arkins Court. The details will include specific edge treatment to facilitate the asphalt edges at the various intersections with other hard and soft material.

- Custom play elements, some potentially suspended from the Gangway feature, in the spirit of nature/adventure play. The play elements will be artistic and/or recycled/reused elements that should appeal to all ages. Play structures will adhere to the vision established throughout the design process.
- Recycled and repurposed materials, such as jersey barriers and bin blocks, for use as walls and benches. Additional materials may be added to enhance the comfort, appearance, durability, or function throughout. Together the use of these materials will add to the character, color, and language consistent with the RiNo neighborhood.
- Plantings that establish the riparian, ‘wild’ character that the public highly favored during the visioning process. Areas will include native riparian zones, prairie zones, shaded galleries, and xeric botanic areas that tie the promenade’s different areas of use together as a unified whole.

In addition to the design and technical aspects of the project, we look forward to furthering our working relationship with adjacent developers, project stakeholders, the RiNo Arts District, the BID/GID, The Greenway Foundation, Metro Sewer, and City Agencies as the Promenade progresses. The knowledge we’ve gained from over 30 meetings with these groups to date, as well as their trust and an understanding of their goals and positions, will be an invaluable asset as we continue to develop and detail the promenade.

The proposed improvements shown in the Master Plan below or within the 100 year floodplain/floodway are not included in the scope of work.

Owen, we are thrilled at the prospect of continuing on this important project for the neighborhood and the City. We hope that our draft 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.



Greg Dorolek
Principal
Wenk Associates, Inc.

EXHIBIT A: SCOPE OF SERVICES:

Phase 1 Construction Documents (CDs)

Work generally includes the following design development (60% CDs), construction documents 90%, 100% CDs), bid set, public outreach (one meeting), and related coordination as described below:

Task 1.0 Design Development (60% CDs)

- Project coordination
- Synthesis of selected elements to finalize a preferred park concept from 30% plans and the City's Engineering, Regulatory, Analytics (ERA) Review.
- Prepare geotechnical soil investigation including (5) boreholes in the promenade at water quality areas.
- Develop 60% CD package for the promenade site including:
 - Conceptual development of stormwater management details and systems
 - Conceptual custom details for site furnishings, grade change devices, river theater, play elements, paving, re-used paving, and planting
 - Preliminary demolition and construction access plan
 - Preliminary layout and materials plan
 - Preliminary grading plan
 - Preliminary planting plan
 - Preliminary lighting and electrical plan
 - Preliminary construction details
 - Preliminary utilities plan
 - Preliminary architectural and structural plans for (3) structures.
 - Irrigation mainline layout
 - ERA Submittal including 30% Comment Responses
- Draft Specifications
- Preliminary estimate of probable costs

Meetings:

- Coordination Meetings with Parks (assume every other week)
- Project Partners Meeting (1)
- Coordination Meeting with Denver Environmental Health (DEH)
- (1) Coordination Meeting with DPR Directors and/or NDCC (2)
- Coordination Meeting with Engineering, Regulatory, Analytics (ERA) Reviewers (1)
- Coordination Meeting with Denver Fire (1)
- Coordination Meeting with the Urban Drainage and Flood Control District (UDFCD) (1)
- Coordination Meeting with Metro Sewer (1)
- Coordination Meeting with Xcel Energy (1)
- Coordination Meeting with Denver Public Works (DPW) (2)
- BID/GID Meeting (1)
- Coordination Meeting with 35th Street Pedestrian Bridge Team (1)

Primary Deliverables:

- 60% CD package and preliminary cost estimate
- ERA Submittal
- Geotechnical Analysis

Task 2.0 Construction Documents (90% CDs)

- Project coordination
- Incorporate City comments
- Develop 90% CD package including:
 - Development of custom stormwater management details and systems
 - Custom details for site furnishings, grade change devices, river theater, play elements, paving, re-used paving, and planting
 - Cover Sheet
 - Existing Conditions and Demolition Plan
 - Erosion Control Plan
 - Layout and Material Plan
 - Grading and Drainage Plan
 - Planting Plan and Details
 - Details
 - Custom Play Feature Details
 - Utilities Plans and details
 - Lighting and Electrical Plans and Details
 - Irrigation Plan and Details
 - Architectural Plans for (3) Structures
 - Specifications
 - Bid Form
- Prepare Cost Estimates at each submittal
- Prepare and submit to City's ERA process and respond to 60% comments
- Prepare and submit Denver Parks and Recreation (DPR) Quality Assurance/Quality Control (QA/QC) checklist

Meetings:

- Coordination Meetings with Parks (assume every other week)
- Project Partners Meeting (1)
- Coordination Meeting with DEH (1)
- Coordination Meeting with DPR Directors and/or NDCC (2)
- Coordination Meeting with ERA Reviewers (1)
- Coordination Meeting with Denver Fire (1)
- Coordination Meeting with UDFCD (1)
- Coordination Meeting with Metro Sewer (2)
- Coordination Meeting with Xcel (1)
- Coordination Meeting with DPW (2)
- Coordination Meeting with Arts & Venues/Artists (2)
- Coordination Meeting with 35th Street Pedestrian Bridge Team (2)
- BID/GID Meeting (1)

Deliverables:

- 90% ERA Submittals
- Responses to ERA Comments
- 90% CD Submittals
-

Task 3.0 Construction Documents (100% CDs and Bid Package)

- Project coordination
- Incorporate City comments
- Develop 100% CD package including:
 - Final development of custom stormwater management details and systems
 - Custom details for site furnishings, grade change devices, river theater, play elements, paving, re-used paving, and planting
 - Cover Sheet
 - Existing Conditions and Demolition Plan
 - Erosion Control Plan
 - Layout and Material Plan
 - Grading and Drainage Plan
 - Planting Plan and Details
 - Details
 - Custom Play Feature Details
 - Utilities Plans and details
 - Lighting and Electrical Plans and Details
 - Irrigation Plan and Details
 - Architectural Plans for (3) Structures
 - Specifications
 - Bid Form
 - Transportation Engineering Plan (TEP) Submittal
 - SWMP Submittal
 - Denver Water Submittals and approvals
 - Prepare and submit to City's ERA process and respond to 90% comments

Meetings:

- Coordination Meetings with Parks (assume every other week)

Deliverables:

- 100% ERA Submittals
- Responses to ERA Comments
- 100% CD Submittals

Task 4.0 Bid Documents

- Incorporate ERA/DPW comments
- Incorporate DPR QA/QC comments
- Update Bid Tab
- Update Specifications
- Issue Bid Documents

Deliverables:

- Responses to ERA Comments
- Bid Documents

Task 5.0 Public Engagement (assumed at 60% CD's)

- Wenk Associates will facilitate (1) public meeting and/ or workshop. In the public meeting we will present plan and scope refinements. We will prepare exhibits to communicate the design intent, document the process, provide analysis and make recommendations for the final plans.
- Facility/Location Coordination
- Review Session with DPR and NDCC (1)
- Graphics:
 - Colored CAD plans from submittal sets (up to 3 boards)
 - Image boards (up to 2 boards)
 - Snapshots from 3d Models and/or sketch studies
- Presentation
- Staff at Public Meeting
- *We assume City Staff will advertise and pay any fees associated with the determined meeting place.*

Task 6.0 Construction Observation (CO)

- Review and issue responses to questions that arise during bidding.
- Review bids and make recommendations when required.
- Perform regular site visits and provide observation reports.
- Answer Contractor requests for information (RFI's) and issue revisions through architect's supplemental instructions (ASI's).
- Review submittals, samples, and mock-ups.
- Review Construction As-built record drawings prepared by the Contractor.
- Attend pre-bid conference.
- Attend preconstruction meeting.
- Attend regular weekly construction meetings and site visits (estimate 9 month construction period = 36 meetings) and prepare field reports.
- Attend final site review meeting for substantial completion and final completion and issue punch lists for each (up to 2 site visits/meetings).
- Attend warranty site review meeting and issue updated punch lists

Task 7.0 Design Contingency

- Contingency fund for Owner requested services during the Construction Document or Construction Observation phases.
- Use of the Design Contingency will be approved by the Parks Project Manager prior to being utilized/billed.
- If Contingency Fund is not required during the Construction Document or Construction Observation phases, it will not be billed against.

Tasks Not Included:

The following Tasks are not included in this scope, but have been coordinated with the Owner and the appropriate consultants should the Owner elect to change order in the services at a later date:

- Environmental MMP Allowance (Pinyon Environmental), \$2,000
- Custom Lighting Features (Wenk/Clanton), \$8,000
- Solar Lighting (Clanton), \$9,200
- Percolation Testing at Water Quality Areas (Vivid Engineering Group), up to 7 borings 5' pond depth or less, \$8,000.
- Illustrative Renderings, beyond those described in Task 5 (Wenk):
 - Perspective View renderings: \$2,250 each
 - Illustrative Master Plan rendering: \$3,000 each for Phase 1 area; \$5,500 full Promenade area.
 - Additional 3D modeling: \$100/hr.
- Additional Geotechnical borings and analysis (Rocksol) \$2,000/borehole

Total Construction Documents Fee, All Consultants: \$351,605
** fee includes reimbursable expenses*

Total Construction Observation Fee, All Consultants: \$67,565

Total Design Contingency: \$30,830

Grand Total Contract Fee, All Consultants: \$450,000

EXHIBIT B: TASKS AND FEES BY CONSULTANT

Wenk Associates

See Exhibit A for description of services.

Construction Documents Fee, Wenk Associates:	\$136,590
Construction Observation Fee, Wenk Associates:	\$25,000
<u>Total Fee, Wenk Associates:</u>	<u>\$161,590</u>

EES Inc, Civil Engineering

- Transportation Engineering Plan:
 - 35th Street intersection improvements including non-standard details for bike/pedestrian/vehicular crossings/intersections.
 - 38th Street intersection modifications for the closure of Arkins Court.
- Drainage Plans and Report:
 - SWMP
 - Erosion Control Plans
 - Stormwater system including curb-less street details, PLD details, hydraulic connections, and connections to existing outfalls.
- Minor Sanitary Plans
- Minor Water Plans
- Specifications
- Cost Estimating
- Meetings with DPR/DPW (5)
- Construction Observation

Construction Documents Fee:	\$69,540
Construction Observation Fee:	\$9,110
<u>Total Fee, EES:</u>	<u>\$78,650</u>

Tres Birds Workshop, Architecture

- 60%, 90%, and 100% CD submittals, including structural engineering for:
 - Pavilion Structure
 - Gangway Structure
 - Observation Tower
 - Custom Play Features
- Specifications
- Cost Estimating
- Meetings with DPR (5)
- Construction Observation

Construction Documents Fee:	\$98,000
Construction Observation Fee:	\$22,440
<u>Total Fee, Tres Birds Workshop:</u>	<u>\$120,440</u>

Clanton Associates, Lighting/Electrical

- 60%, 90% and 100% Construction Package Submittal including:
 - Meetings with DPR (2)
 - Final Lighting Layout, Details, & Lighting Calculations
 - Final Luminaries Selection, with Catalog Cut Sheets
 - Specifications
 - Lighting Control Design
 - Final Electrical design/layout/details
 - Cost Estimate
- Optional Solar Power System Allowance (not included in base fee) Subtotal: \$9,200
 - System specifications
 - System plans and details
 - Coordination with manufacturers
 - Review solar power system submittals (2)
 - Site visit to review/adjust programming during construction
- Construction Observation

Construction Documents Fee: \$29,925
Construction Observation Fee: \$5,230
Total Fee, Clanton Associates: \$35,155

Hydrosystems KDI, Irrigation Design

- 60%, 90%, and 100% CD package submittal, including:
 - Drawings
 - Specifications
 - Cost Estimates
- Meetings with DPR (2)
- Construction Observation

Construction Documents Fee: \$3,550
Construction Observation Fee: \$1,785
Total Fee, Hydrosystems KDI: \$5,335

LT Engineering, Structural Engineering

LT Engineering’s fee is for structural engineering of landscape details such as walls, benches, and footings for site furnishings and light fixtures. Structural engineering for the (3) architectural features is included in Tres Birds Workshop’s fee.

- 60%, 90%, and 100% CD Package submittals, including:
 - Review of landscape details
 - Reinforcing details for structural concrete, footings, walls, etc.
 - Cost Estimate
 - Specifications
 - Does not include structural engineering for Architecture
- Construction Observation

Construction Documents Fee: \$4,000
Construction Observation Fee: \$2,000
Total Fee, LT Engineering: \$6,000

Rocksol Consulting Group, Geotechnical Engineering

- 5 borings with narrative analysis and soil profiles, for water quality areas.
- Includes drilling, mileage, backfill/patching, lab tests, permit fees, and traffic control.
Does not include survey.
- Optional Construction Observation fee (not included in base fee): \$2,000.

Construction Documents Fee: \$10,000
Construction Observation Fee: \$2,000
Total Fee, Rocksol Consulting Group: \$12,000

EXHIBIT C: NOTES, ASSUMPTIONS, & EXCLUSIONS

Notes:

- We reserve the right to transfer money between sub-consultants and between tasks based on the total agreed contract price.
- Fee was developed assuming a \$3.96 million cost for construction derived from the 30% Plans. An increase in project scope may result in an increase in design fees to accommodate the scope of work accordingly.
- When the scope/fee is finalized, we will reserve the right to reallocate fees among team members if necessary.
- The W/DBE goal per the original RFP and proposal response is 23%. We will aim to meet this goal throughout the project.
- Fees were developed using Wenk Associates' 2017 billing rates.

Exclusions:

- Design of improvements and facilities outside of the project site are not included.
- CLOMR/LOMR.
- No-Rise detailed analyses, reports, or regulatory approvals.
- Design of off-site improvements, including River Bank.
- Design of water or sewer mains.
- Environmental permitting (404 Permit), Materials Management Plan, Studies, Reports, or other Approvals.
- Design of in-channel improvements, major storm outfalls, or energy dissipation structures.
- Traffic Impact Analysis (TIA) or Traffic Signal Plans.
- Sound Studies or Reports.
- FEMA reports or submittals.
- Design of lift stations, booster pump stations, or ejector pumps.
- Design and locating of grease traps and sand/oil interceptors.
- ALTA or design survey.
- Construction Staking.
- Title Company, Utility Company, Agency and Processing Fees.
- Legal Descriptions and easements.
- Wetland Mitigation.
- Groundwater Modeling/Mitigation.
- Foundation underdrain/perimeter drain systems.
- Major encumbrance permitting assistance.
- Right of way dedication assistance.
- Restroom Building or other buildings other than the gangway, tower, and pavilion.
- Mechanical Design.
- Any fees required for reviews, reviewing agencies, site access for survey, environmental and geotechnical work, and for development permitting, are not included.
- Unless specifically included in the scope of work above, Work does not include laboratory analysis or testing.
- Printing of plans beyond those included in the tasks above is not included.

- Any services not specifically provided in the above scope will be considered additional services. Additional services that can be provided, upon request, include:
 - Additional land survey, legal descriptions and mapping
 - Additional soils and geotechnical work
 - Traffic reports and traffic impact analysis
 - Sound studies
 - Grade certification and as-built drawings

Assumptions:

- 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. The presence of visible or unknown hazards or contamination may be sufficient cause to stop work immediately and request direction from the Client.
- 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.
- Client will provide locations for stakeholder and other agency group meetings as required.
- It is assumed that construction documents will be completed by 2020. Significant delays that extend the work beyond these dates and are outside the control of Wenk Associates will be subject to additional services.
- Attendance at meetings beyond those specified above will be subject to additional services as approved by the Client.

End of Scope



ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS

February 7, 2018

Owen Snell
Denver Parks and Recreation
201 West Colfax Ave, Ste 600
Denver, CO 80202

Re: River North Park- Additional Service Request

Dear Owen,

Thank you for allowing us the opportunity to request additional services for River North Park. As we've discussed, our team is requesting additional services for design modifications and services that are outside of our original design contract scope. Below we have identified a description of the additional services and tasks:

1. Extended Schedule

\$18,210

The original design schedule was anticipated to complete construction documents by October 2016. The contract has extended with anticipated construction documents complete by March 2018. This is an addition of 17 months. Although we were on-hold for a period of this time, there were still exhibits that were requested and prepared during those months. During this time, Parks also developed a new QC Process that was not anticipated when we developed the original scope.

- Ongoing requests for information
- Coordination with City and team
- Development of revised schedules
- Requirements of new Denver Parks QC Process; responses to comments
- Additional Meetings during an approximately one-year period

Wenk Request - \$16,310

EES Request - \$1,900

2. Waterline Design

\$18,480

A new waterline design was required in Festival Street. This required design and coordination with Denver Water.

- Coordination with Denver Water and Fire Department
- Team Coordination
- Waterline Design Package (provide by EES)

Wenk Request - \$3,180

EES Request - \$15,300

3. Architecture MEP Services

\$8,500

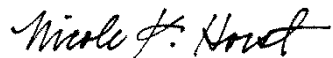
An MEP scope was not part of the original contract in Tres Birds' scope.
Tres Birds Workshop Request - \$8,500

The total fee for these tasks is \$52,200. The breakout by consultant is below:

Wenk Associates	\$19,490
EES	\$17,200
Tres Birds Workshop	<u>\$8,500</u>
Total	\$45,190

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

Sincerely,



Nicole Horst
Principal