

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into 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 1335 Elati Street, Denver, Colorado 80204.

RECITALS:

1. The City and the Design Consultant previously entered into a Design Services Agreement dated June 20, 2012 for professional design architecture, landscape architecture and engineering design services in support of the Confluence Park Master Plan (the “Agreement”); and

2. The City and the Design Consultant wish to amend the Agreement to amend the scope and to increase the total compensation.

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 Existing Agreement shall be amended to read: “...Exhibit A and Exhibit A-1, as applicable...” The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 3.01 of the Agreement, entitled “**Fee for basic services**” is hereby amended to read in its entirety 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:

(a) **Fee for Phase I Confluence Park master Plan:** The City agrees to pay the Design Consultant, as full compensation for all Phase I basic services rendered hereunder, a fee not to exceed **Two Hundred Forty-Nine Thousand Eight Hundred Eighty-Nine Dollars and No Cents (\$249,889.00)**, in accordance with the billing rates and project budget stated in **Exhibit A**.

(b) **Fee for Phase II Environmental, Design, Engineering and Construction Administration Professional Services:** The City agrees to pay the Design Consultant, as full compensation for all Phase II basic services rendered hereunder, a fee not to exceed **Five Hundred and Forty-Two Thousand Two Hundred and Forty-Five Dollars and No Cents (\$542,245.00)**, in accordance with the billing rates and project budget stated in **Exhibit A-1**.

3. Section 3.02 of the Agreement, entitled “**Reimbursable Expenses**” is hereby amended to read in its entirety as follows:

3.02 Reimbursable Expenses. All reimbursable expenses are included in the Design Consultant's fees for Phase I and Phase II services set forth in Section 3.01 and specified in **Exhibits A and A-1**. The maximum amount to be paid for all reimbursable expenses under this Agreement is **Eight Thousand Eight Hundred and Ninety-Five Dollars and No Cents (\$8,895.00.00)** unless an additional amount is approved by the Manager or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Design Consultant's maximum fee amount accordingly.

4. Section 3.05(a) of the Agreement, entitled "**Maximum Contract Amount**", is hereby deleted in entirety and replaced with:

3.05 Maximum Contract Amount.

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED NINETY-TWO THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$792,134.00)** (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 Consultant beyond those specifically described in Exhibit A and A-1. Any Services performed beyond those set forth therein are performed at Consultant's risk and without authorization under the Agreement."

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

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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: PWADM-201205301-01

Contractor Name: WENK ASSOCIATES INC

By: William E. Wenk

Name: WILLIAM E. WENK
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: Rita M. Halme

Name: RITA M. HALME
(please print)

Title: BUSINESS MANAGER
(please print)

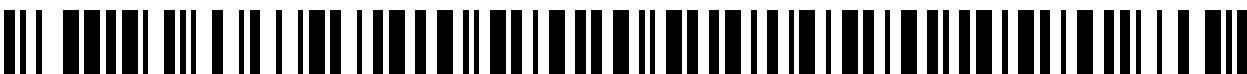


EXHIBIT A-1

Amended Scope of Work



**ASSOCIATES
PLANNERS &
LANDSCAPE
ARCHITECTS**

January 10, 2013

Mark Bernstein
Denver Parks and Recreation
201 West Colfax Ave, Ste 600
Denver, CO 80202

Re: Confluence Park, Scope of Work for Phase 2 - Design of Confluence Park – Bike/Pedestrian Ramps – So. Platte Greenway. Project Control No. 2011—3002

Wenk Associates is pleased to submit this proposal for the Phase 2 design of Confluence Park – Bike/Pedestrian Ramps – So. Platte Greenway Renovation, as described in the Request for Proposals dated November 21, 2011, and as amended per the Confluence Park Master Plan. The work area focuses on the west side of the South Platte River within the approximate limits shown in Exhibit A (attached), between the Farmer’s and Gardener’s Ditch diversion and 15th Street.

Work will be based on the approved concept plan from the master plan, prepared by Wenk Associates and dated November, 2012. The scope of work will include design, construction drawings, engineering, environmental and utility clearances, and construction administration services.

The Client is City and County of Denver (CCD) Department of Parks and Recreation (DPR). Mark Bernstein is currently assigned to be the Project Manager (PM) and primary point of contact for the project team. The other key member of the Client group is CCD Public Works, Dennis Ohlrogge, PM.

The work will generally include replacement of the existing ramps to be a minimum of 12 feet wide and comply with ADA and AASHTO guidelines including:

- Design of pedestrian and bicycle paths from north of (and not including) the existing ditch diversion structure and north side of the 15th Street bridge.
- Design of a multiuse ramp to meet ADA and CCD Parks and Recreation requirements.
- Design of stepped terraces and stairs in place of existing retaining walls.
- Renovation of Shoemaker Plaza to the limits shown on the attached exhibit A. Work includes ADA accessible ramp, bicycle parking and improvement integral to the plaza in accordance with the Master Plan prepared by Wenk Associates. Bid alternates may be developed as necessary to allow construction to remain within the project budget.
- Site power and lighting design.
- Water service and irrigation design.
- Trees and vegetation protection, removals and new planting design.

- Site amenities design per master plan recommendations.
- Floodway and shoreline embankment design within the limits shown.
- FEMA, USACE, CCD, and CDOT clearances and approvals

Reviews will be through CCD's Project Controls Office (PCO) and include a local agency Colorado Department of transportation (CDOT) Plans, Specifications and Estimates (PS&E) review process, to be coordinated through CCD Public Works. It is assumed that all agency reviews are performed at key project milestones in order to meet project deadlines as follows. Agency reviews will be performed at 60% (DD, FIR) and 90% (CD, FOR). A "blue-bridge" City staff review and stakeholder presentation will take place at the 30% (SD) level. Environmental Clearances and Urban Drainage and Flood Control District reviews will take place as part of the 60% (DD) review.

Work Plan for the Design of Confluence Park – Bike/Pedestrian Ramps - South Platte River

A. Schematic Design (SD, 30% CD's) – estimate 2 months after notice to proceed

Note: we assume for the purposes of the proposal, that SD is equivalent to 30% CD

Wenk Associates (WA) will generate up to three (3) design alternatives that revolve around ramp location, layout and grading. During this stage we will complete all base mapping, review site opportunities and constraints, initiate environmental reviews, prepare concept alternatives for review with team and Client, coordinate with client and stakeholders, and prepare Schematic Design documents including:

Tasks

1. Project management and coordination:
 - Attend project kickoff meeting with Parks and Public Works staff to refine schedule, scope and team responsibilities.
 - Schedule and participate in regular Client update meetings to review project status and program. We anticipate bi-weekly meetings with key project leaders to include project update, schedule review and action items.
 - Attend and facilitate a stakeholder and agency focus group meeting to solicit review and feedback on alternatives.
 - Maintain and update project schedule, milestones, and project documentation on a monthly basis.
 - Coordinate and review work of subconsultant team.
 - Coordinate and assist with applications and submittals to CCD, CDOT, Denver Water, Metro Wastewater, and UDFCD.
 - While not part of the final design and construction of this phase, the team will pursue potential abandonment and/or changes to the Denver Water diversion structure and conduit within the project site. The goal is to achieve consensus between Denver Water and CCD on the future use of facility and its relationship to potential future park improvements.

2. Project existing conditions assessment and base maps:
 - Complete a detailed field survey including topography, utilities, and site features.
 - Complete an extended topographic survey and digital terrain model to map the floodway as required to develop a HEC-RAS model. Work shall include the floodplain and bank areas between the existing diversion and drop structure below Speer Blvd to 19th Street and include horizontal and vertical control, up to 20 cross sections' and characterization of 5 bridges.
 - Facilitate program requirement discussions with Client group to determine potential site uses.
 - Incorporate survey into project base maps and coordinate with project team.
 - Perform geotechnical and soil investigations including 6 test holes between 15 and 40 feet deep and preparation of geotechnical report.
 - Identify right-of-way/permitting/environmental issues affecting schedules and approvals.
 - Conduct Environmental Investigations per CDOT (CDOT Form 128 Part B) and Army Corps of Engineers 404 permit requirements. This includes Phase 1 Environmental Assessment, Wetlands Determination and assessment, Biological Resources Report, Threatened and Endangered Species Assessment, and Cultural Resources eligibility determination.

3. Schematic design alternatives (up to 3):
 - Prepare diagrams, plans, sections and illustrative sketches for up to 3 alternatives.
 - Prepare a Google SketchUp model of the ramp and plaza area for use in evaluating the preferred alternative.
 - Develop a HEC-RAS model and perform hydraulic analysis of preferred design alternative.
 - Evaluate design, schedule and cost implications of alternatives.
 - Review concept plans with Client and Stakeholder groups.

4. Develop preferred SD plan to 30% level including:
 - Survey and Existing Conditions Plan
 - Preliminary Layout and Materials Plan
 - Preliminary Grading and Drainage Plan
 - Preliminary Planting Plan
 - Sections, sketches, and images to describe the project character and finish
 - Preliminary construction details
 - Preliminary Utilities Plans and details
 - Assistance with Easement and Right of Way conflicts (does not include completion of easement or right of way documents, if required, which could be performed as an additional service)
 - Phase 1 environmental review
 - Preliminary estimate of probable costs

Meetings

- Attend CDOT Scoping Review meeting (1)
- Biweekly Client group meetings to review design progress (up to 4)

- Conduct Stakeholder meeting to review plans and solicit feedback (1)
- Regulatory review agency meetings (up to 10)
- Meetings with Denver Water regarding diversion structure (up to 2 meetings)

Products

- Site topographic survey and existing conditions plan.
- Geotechnical report and recommendations.
- Findings of Environmental Investigations
- Schematic Design Site Plan Alternatives
- Preferred Alternative Plan set (30% Design)
- Rendered Schematic Design Plan, sketches and section
- One Sketchup model
- Modeling and Floodplain Analysis
- 30% Opinion of Probable Costs.

Note: All plan documents and reports will be delivered to the Client in electronic format (Word, CAD and PDF as required) for printing. One full size and ½ size color copy shall be included.

B. Design Development (DD, 60% CD's) – estimate 3 months

Note: we assume for the purposes of the proposal, that 100% DD is equivalent to 60% CD

Tasks

1. Project management and coordination
 - Incorporate comments from 30% submittal into plan documents.
 - Attend regular Client update meetings to review project status and program.
 - Facilitate agency meetings to solicit review and feedback.
 - Maintain and update project schedule, milestones, and project documentation.
 - Coordinate and review work of subconsultant team.
 - Coordination, application assistance, and submittals for CCD, CDOT, Denver Water, Metro Wastewater, and UDFCD reviews.
 - Assist with ROW and easement conflicts as needed. ROW and easement drawings not included.
 - Perform a scour and seepage analysis to determine bank protection measures.
 - Prepare estimate of probable cost and preliminary bid alternatives.
 - Perform internal quality assurance review.
 - Submit to CCD PCO for City agency and CDOT FIR reviews.
2. Prepare and submit entitlement and regulatory review plans
 - Complete Environmental Impacts and Clearances per CDOT (CDOT Form 128 Part C).

- Prepare Army Corps of Engineers 404 permit reviews, request for Nationwide Permit Authorization, preparation of wetland findings, and SB 40 Certification.
 - Obtain utility clearances
 - Perform Floodplain Analysis
Provide input on Floodplain and Armoring requirements for improvements.
3. Develop DD plan set to 60% CD level including:
- Cover Sheet
 - Existing Conditions and Demolition Plan
 - Erosion Control Plan
 - Layout and Materials Plan
 - Grading and Drainage Plan
 - Planting Plan
 - Sections and Details
 - Utilities Plans and Details
 - Preliminary Lighting Plan and Details
 - Preliminary Irrigation Plan and Details
 - Preliminary Specifications

Meetings

- Attend CDOT (FIR) Meeting (1)
- Monthly Client group meetings to review design progress (up to 3)
- Conduct Stakeholder meeting to review plans and solicit feedback (1)
- Agency meetings (up to 8)
- Meetings with Denver Water regarding the diversion (2)

Products

- Design Development Plans (60% CD's).
- No-Rise Floodplain Certificate.
- Preliminary Stormwater Management Plan (SWMP).
- Environmental Clearances, Permits and Mitigation requirements.
- Outline Specifications.
- 60% Opinion of Probable Costs.

Note: All plan documents, reports and specifications will be delivered to the Client in electronic format (Word, CAD and PDF as required) for printing. Six (6) half size black and white copies shall be included.

C. Construction Documents (CD, 90%, 100%) - estimate 6 months

Note: we assume that construction documents will follow standard CCD and CDOT practices for design, bid, and build construction. CAD files will be made available to Contractor upon City's direction. Wenk Associates will prepare detailed specification sections and bid form, and provide revisions to City/CDOT standard front end.

Tasks

1. Project management and coordination
 - Incorporate comments from 60% submittal into plan documents.
 - Attend regular Client update meetings to review project status and program.
 - Facilitate agency meetings to solicit review and feedback on specific follow-up issues.
 - Maintain and update project schedule, milestones and project documentation.
 - Coordinate and review work of subconsultant team.
 - Attend CDOT Final Office Review (FOR) meeting.
 - Prepare opinion of probable costs and recommend bid alternatives.
 - Perform internal quality assurance review.
 - Submit to CCD PCO for City agency review.

2. Prepare and submit entitlement and regulatory review plans
 - Obtain SWMP and SUDP permit clearances
 - Identify potential need for a Conditional Letter of Map Revision (CLOMR). Assume one is not necessary.

3. Develop CD plan set to 90% and 100% level including:
 - Cover Sheet
 - Existing Conditions and Demolition Plan, including traffic control plans for bicycle/pedestrian detour.
 - Erosion Control Plan
 - Layout and Materials Plan
 - Grading and Drainage Plan
 - Planting Plan and Details
 - Landscape Details
 - Structural Design Plans and Details
 - Utilities Plans and details
 - Lighting and Electrical Plan and Details
 - Irrigation Plan and Details
 - Specifications and Bid Form

Meetings

- Monthly Client group meetings to review design progress (up to 6)
- Interagency Review meeting to review plans and offer comments (up to 4)
- Attend CDOT FOR meeting.

Products

- Construction Plans (95% and 100% CD's).
- Detail specifications and Bid Form. Client to provide General Requirements.
- Final Stormwater Management Plan.
-
- 90% and 100% Opinion of Probable Costs.

Note: All plan documents, reports and specifications will be delivered to the Client in electronic format (Word, CAD and PDF as required) for printing. Six (6) half size copies shall be included.

4. Bidding and Construction Period Services – estimate 12-15 months

Note: CCD will coordinate all bidding and construction activities. Wenk Associates and the project team will provide assistance and recommendations during construction operations.

Tasks

- 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.
- Attend closeout meetings, including site review, punch list and follow up.
- Review Construction As-built record drawings prepared by the Contractor.
- Review warranty items.

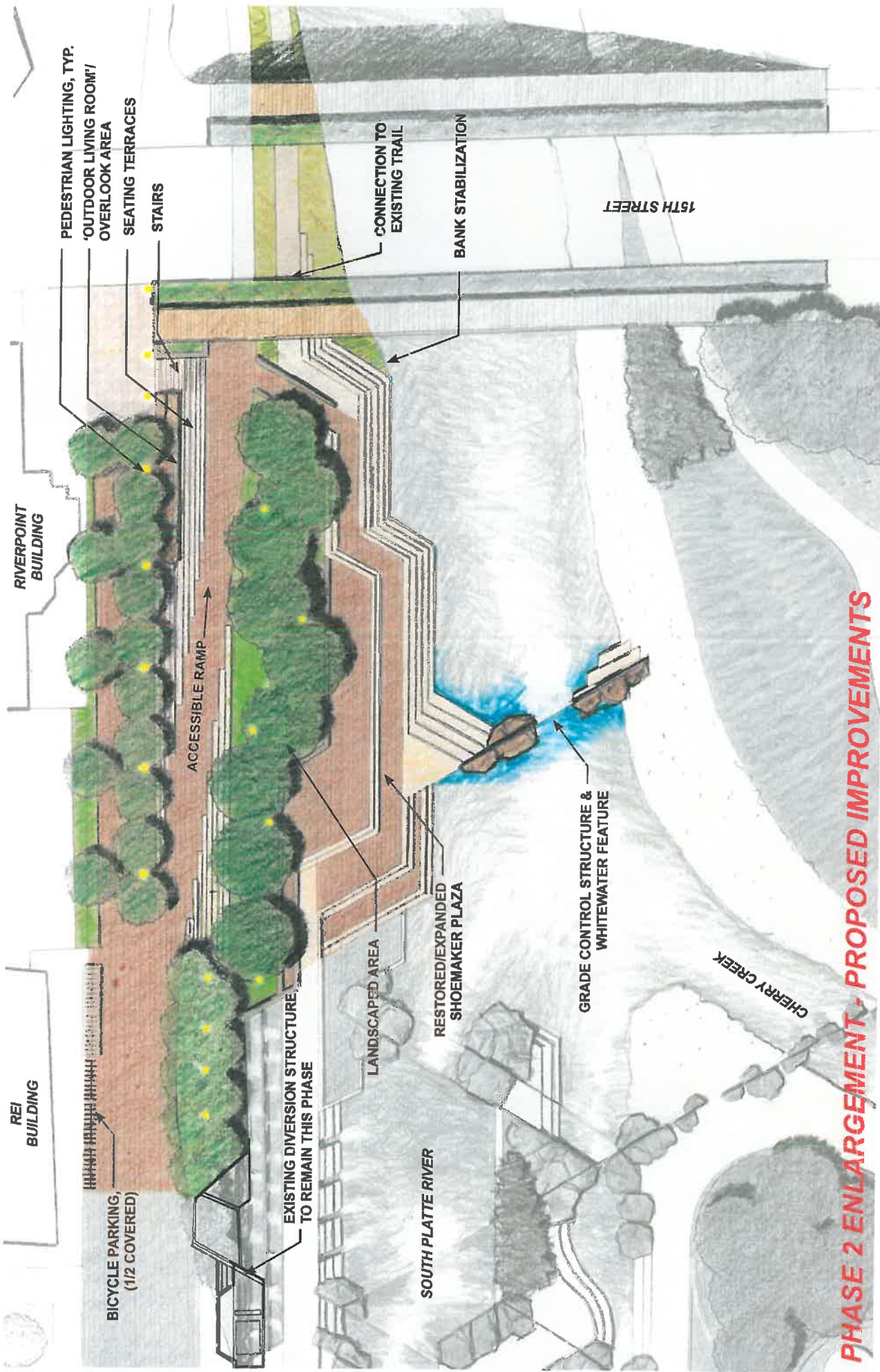
Meetings

- Attend pre-bid conference.
- Attend preconstruction meeting.
- Attend regular biweekly construction meetings and site visits (estimate 1 year construction period = 26 meetings) and prepare meeting notes and construction observation 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.

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.
- Any fees required for reviews, reviewing agencies, site access for survey, environmental and geotechnical work, and for development permitting, are not included.
- We do not anticipate any public meetings in this phase of work. Client will provide locations for stakeholder and other agency group meetings as required.
- It is assumed that construction documents will be completed on or about May, 2014 and construction work will be completed by the end of 2015. 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.
- Since a bridge is not included in the scope of work identified, a CDOT Structure Selection Report is not anticipated or included.
- 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.
- Preparation of as-built drawings will be performed by Contractor. Consultant team is responsible for review of those drawings.
- 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

END



PHASE 2 ENLARGEMENT - PROPOSED IMPROVEMENTS

PHASE 2-LIMITS OF WORK DESCRIPTION: North-south limits of work for Phase 2 begin at northern edge of the diversion structure and stretch to downstream of the 15th Street bridge; East-west limits begin at the property line to the west adjacent to buildings & parking lot, and extend into and include work in the South Platte River.



Confuence Park Phase 2 - Design of Bike/Pedestrian Ramps										
Consulting Team Fee Breakdown										
by consultant and phase										
	Wenk LA	McLaughlin	LT	EES	ERO	Clanton	Vigil/HKS	Rocksol	Avocet	Total
1. Schematic Design (30% CD's)	\$ 65,775.00	\$ 31,839.00	\$ 2,100.00	\$ 15,600.00	\$ 6,217.00	\$ 4,060.00	\$ 21,180.00	\$ 17,709.28	\$ 590.00	\$ 165,070
2. Design Development (60% CD's)	\$ 85,735.00	\$ 33,223.00	\$ 3,150.00	\$ 11,450.00	\$ 536.00	\$ 6,980.00		\$ -	\$ 380.00	\$ 141,454
3. Final Construction Documents	\$ 96,540.00	\$ 21,678.00	\$ 12,600.00	\$ 11,450.00	\$ 3,573.00	\$ 5,100.00		\$ -	\$ 635.00	\$ 151,576
4. Bidding & Construction Period	\$ 51,705.00	\$ 12,790.00	\$ 3,150.00	\$ 5,600.00		\$ 3,720.00		\$ -	\$ 735.00	\$ 77,700
5. Reimbursable Expenses	\$ 6,000.00	\$ -			\$ 445.00					\$ 6,445
Team Total										\$ 542,245
Subtotal by Consultant	\$ 305,755.00	\$ 99,530.00	\$ 21,000.00	\$ 44,100.00	\$ 10,771.00	\$ 19,860.00	\$ 21,180.00	\$ 17,709.28	\$ 2,340.00	\$ 542,245