

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 and an Amendatory Agreement dated April 1, 2013 for professional design architecture, landscape architecture and engineering design services in support of the Confluence Park Master Plan (the “Agreement”).

2. The City and the Design Consultant wish to amend the Agreement to modify 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 and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Second 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 **Six Hundred Nineteen Thousand One Hundred Dollars and No Cents (\$619,100.00)**, in accordance with the billing rates and project budget stated in **Exhibit A-1** and **Exhibit A-2.**”

3. Section 3.02 of the Agreement, entitled “**Reimbursable Expenses**”, is hereby deleted in its entirety and replaced with:

“**3.02 Reimbursable Expenses.** Except for those reimbursable expenses specifically identified in Exhibit A (and any supplements thereto) 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 Design Consultant’s fee and will not be reimbursed hereunder. The maximum amount to be paid for all reimbursable expenses under this Agreement is **Six Thousand Four Hundred Forty-Five Dollars and No Cents (\$6,445.00)** 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 its 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 **Eight Hundred Seventy-Five Thousand Four Hundred Thirty-Four Dollars and No Cents (\$875,434.00)** (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, 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.”

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-201205301-02

Contractor Name: WENK ASSOCIATES, INC

By: Bill Wenk

Name: WILLIAM E. WENK
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: Rita Halme

Name: RITA M. HALME
(please print)

Title: BUSINESS MANAGER
(please print)



EXHIBIT A-2



ASSOCIATES

1335 ELATI STREET
DENVER, CO 80204
FAX. 628.0004
303.628.0003

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

January 26, 2015

**Re: Confluence Park Bike/Ped Ramps Upgrade South Platte Greenway
Project Control No. 2011-3002
Request for Professional Services During Construction**

Dear Mark:

We are requesting additional fees for design services in support of the construction phase for the Confluence Park Bike/Ped Ramps Upgrade South Platte Greenway project (Shoemaker Plaza). The complexity of the project changed considerably from the original scoping of the project. The additional design services during construction are required to provide review of submittals, responses to RFI's, and attendance at weekly OAC (Owner Architect Contractor) Meetings for the duration of the construction period. The additional services also expand the design services during the construction of the project based on a 515 calendar day performance period. We assume 52 weeks of field work and meetings.

By request of the City, we have included weekly attendance for Wenk Associates at the construction meetings and site visits and support from our sub-consultants as needed.

Fees and additional tasks are broken out by consultant below:

Wenk Associates - \$36,200

- (26) site visits (total with original scope will provide for attendance for one full year or 52 weeks)
- Provide observation reports

HKS - \$2,500

- Additional survey along the east bank

McLaughlin Whitewater Design Group - \$8,800

- Additional Inspections – 2 weeks of full-time inspection assumed for sheet pile installation plus part-time inspection for armored west bank slope. Inspection effort assumes plaza project is constructed at one time, not in phases.

Clanton & Associates - \$5,100

- Additional support for electrical and lighting including review of RFI's, submittal reviews, and OAC meetings as needed

LT Engineering - \$13,000

- Additional support for structural elements including review of shop drawings and submittals, RFI's, site observation visits, and OAC meetings as needed.

Avocet Irrigation Design- \$3,250

- Additional support for irrigation including responses to RFI's, submittal review, additional site visits for the expanded Speer Blvd area, and OAC meetings as needed.

Rocksol- \$6,750

- Observation and clarification during construction for geotechnical components. Materials testing will be provided by Yeh under a separate agreement with the City. Rocksol assumes 20 visits at 3 hours each.

ERO Resources Corporation- \$7,700

- Assistance with CDOT compliance for post construction requirements
- Development of a Materials Management Plan for construction activities:
 - ERO will develop a MMP for the handling of non-native soils, debris, solid waste, wastewater, groundwater, and other media likely to be encountered during redevelopment construction within the Confluence Park Bike/Ped Ramps Upgrade South Platte Greenway project.
 - The purpose of the MMP is to provide comprehensive, but flexible, procedures for managing the removal and disposal of waste and other materials that may be reasonably expected to be encountered during excavation and redevelopment activities.
 - The MMP will incorporate the City and County of Denver's (CCOD) 2010 Standard Operating Procedures for Asbestos-Contaminated Soils, should they be encountered.
 - The MMP will be developed to be consistent and in compliance with Colorado solid and hazardous waste regulations and ERO anticipates the final document to be submitted to CCOD and or Colorado Department of Public Health and Environment for regulatory concurrence prior to finalization.

ERO MMP Assumptions/Exclusions:

1. ERO assumes that when finalized, the MMP would be provided to all contractors working at the Site.
2. Site visits are not included, if materials are encountered the MMP should be referenced and appropriate city officials contacted.

Add Service Deliverables:

- Submittal Reviews
- Site Observation Reports
- Materials Management Plan

General Assumptions/Exclusions:

1. Tasks and fees are based upon normal project progress and within the time schedule agreed upon without major redesign or change order work. Additional fees may be required if project

timing is extended or project is put on hold and restarted at a later date. If project field work exceeds one year, then hourly rates may increase and additional fees may be requested.

2. As-built documentation is not included. Review of construction as-built record drawings prepared by the Contractor is included.
3. Mock-ups are not included. Review of contractor prepared mock-ups for aesthetics is included.
4. Commissioning is not included.
5. Equipment procurement is not included.
6. Printing of plans is not included.
7. Any services not specifically provided in the above scope will be considered additional services.
8. It is assumed the City will coordinate change orders and other measures required for the Contractor to add in an Add-Alternate or combination of Add-Alternates. If additional meetings during the Construction Observation phase are necessary to clarify the Add-Alternates to, or discuss phasing, costs, or other items with the Client and/or the Contractor, the meetings will be an additional service.
9. We assume no more than 52 regular site visits will be required.

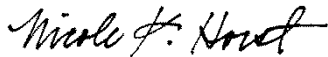
Total Fee (*not to exceed*)

\$83,300

The attached Exhibit B identifies the project totals by consultant.

Mark, please feel free to call me at 303-628-0003 with any questions regarding this additional service. We look forward to our continual work with you and the City of Denver on this project.

Sincerely,



Nicole Horst
Principal

Confluence Park

Additional Service Request

Hourly Breakdown by Staff

	Rates		Hours	Labor Cost	Expenses	Total Fee
Wenk Associates, Inc.						
Nicole Horst	\$ 115.00	x	85	\$ 9,775	\$	\$ -
Ty Sturgeon	\$ 85.00	x	258	\$ 21,925	\$	\$ 21,925
Laura Culver	\$ 75.00	x	60	\$ 4,500	\$	\$ 4,500
HKS						
Crew Member	\$ 110.00	x	23	\$ 2,500	\$	\$ 2,500
McLaughlin						
Rick McLaughlin	\$ 133.00	x	20	\$ 2,660	\$	\$ 2,660
Brooke Seymore	\$ 94.00	x	65	\$ 6,140	\$	\$ 6,140
Clanton						
Nancy Clanton	\$ 100.00	x	51	\$ 5,100	\$	\$ 5,100
LT Engineering						
Leslie Tyson	\$ 110.00	x	118	\$ 13,000	\$	\$ 13,000
Avocet						
Dave Zickerman	\$ 105.00	x	30.95	\$ 3,250	\$	\$ 3,250
ERO						
Mary Powell	\$ 130.00	x	59	\$ 7,700	\$	\$ 7,700
Rocksol						
Don Hunt	\$ 109.00	x	62	\$ 6,750	\$	\$ 6,750
Total					\$ -	\$ 83,300

Confluence Park
Design Add Services - Exhibit B
5-Jan-15



	WA	HKS	McLaughlin	Clanton	LT Engineering	Avocet	ERO	Rocksol	Total
Total by Team Member	\$ 36,200.00	\$ 2,500.00	\$ 8,800.00	\$ 5,100.00	\$ 13,000.00	\$ 3,250.00	\$ 7,700.00	\$ 6,750.00	\$ 83,300.00