

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation registered to do business in Colorado, whose address is 4401 Masthead Street NE, Suite 150, Albuquerque, New Mexico 87109 (the “Design Consultant”), jointly the “Parties.”

RECITALS:

A. The Parties entered into a Design Services Agreement executed on or about September 28, 2020 (the “Original Agreement”) for the performance of certain work as set forth in that Agreement and the exhibits incorporated therein; and

B. The Parties subsequently entered into that First Amendatory Agreement dated September 16, 2021 (the “First Amendment”), revising the terms of the Original Agreement in accordance with the terms contained therein; and

C. Collectively, the Original Agreement and the First Amendment shall be referred to herein as the “Original Agreements;” and

D. Rather than enter into a new contract, the Parties desire to further revise the terms and conditions of the Original Agreements as they previously existed to increase the compensation owed to the Design Consultant, supplement **Exhibit A** of the Original Agreements with the attached **Exhibit A-1** and replace **Exhibit C-1** of the Original Agreements with the attached **Exhibit C-2**, all for the purpose of business continuity.

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

1. A portion of Section 3 of the Original Agreements entitled “**SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**” is amended 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 The City agrees to pay the Design Consultant, as full compensation for its basic services rendered hereunder, a fee not to exceed **ONE HUNDRED AND NINETY-EIGHT THOUSAND, ONE HUNDRED AND NINETY-FIVE DOLLARS AND ZERO CENTS (\$198,195.00).**”

2. A portion of Section 3 of the Original Agreements entitled “**SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING**” is amended to read as follows:

“**3.05 Maximum Contract Amount.**

- (a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION, FORTY-THREE THOUSAND, EIGHT HUNDRED AND NINETY-THREE DOLLARS AND TWENTY-THREE CENTS (\$1,043,893.23)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Design Consultant beyond that specifically described in **Exhibits A and A-1**, respectively. Any services performed beyond those set forth therein are performed at Design Consultant’s risk and without authorization under the Agreement. ...”

3. **Exhibit A** of the Original Agreements shall be supplemented by **Exhibit A-1**, which is attached hereto and incorporated herein by reference. All references to **Exhibit A** in the Original Agreements shall also be deemed to include **Exhibit A-1**.

4. **Exhibit C-1** of the Original Agreements shall be replaced in its entirety by **Exhibit C-2**, which is attached hereto and incorporated herein by reference.

5. Except as herein amended, the Original Agreements continue in effect, and are affirmed and ratified in each and every particular.

6. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: DOTI-202263982-02 [202055806-02]
Contractor Name: WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202263982-02 [202055806-02]
WILSON & COMPANY, INC., ENGINEERS &
ARCHITECTS

By:  _____
0F26C3E1E6EB400...

Name: Michael King
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



July 1, 2022

Steve Laudeman, PE
City and County of Denver
Department of Transportation and Infrastructure

RE: Connecting Auraria – Additional Services Requests

Steve

This letter proposal was developed to respond to a request for additional services to be performed on the subject project including:

1. Aesthetic enhancements to the Larimer Bridge over Cherry Creek and review of urban design elements (furnishings, paving treatments such as color and scoring, etc)
2. Requested increase in design support during the construction phase of the project.
3. Additional design related services

The scope and fees to provide these efforts is broken out below and on attached documents.

Aesthetic Enhancements

Develop enhancements that can be made to the Larimer bridge and urban design elements over Cherry Creek bridge in conjunction with the Connecting Auraria project that is replacing the existing bridge. The scope of the proposed work is as follows:

Develop Alternatives – Our team will develop three concept level aesthetic treatments for the bridge and urban design elements that can be added to the base bridge without affecting the integrity of the Type 10 mash rail as needed to accomplish the aesthetic (see Task 1.1 on Livable Cities Studio document attached). Structural staff will assist in informing the feasibility of the alternatives and complete material quantities, and construction cost estimates of each alternative to help inform the selection process.

Constraints for the bridge architectural elements will be as follows:

1. The weight of the elements shall be limited to 25 lbs/ft, applied to each bridge rail curb or edge of deck.
2. Connection to the bridge shall be limited to the Type 10 curb, or edges of CIP concrete deck. No attachment to the precast girders is allowed.
3. No connection to the steel elements of the Type 10 MASH rail is allowed.
4. No element shall extend below the bottom of the precast box girders.
5. No element shall protrude in front of the Type 10 MASH rail.
6. Type 10 Rail will be painted (duplex coating system) Federal Green, unless another color is suggested and agreed to by the Bridge Group. Other architectural elements may be painted to match or use other low maintenance coatings/materials. (e.g. weathering steel, galvanized, etc.)



7. The design and construction of the aesthetic and urban design elements will not cause adverse impact on the schedule or budget of the base project and needs to be designed with materials that can be procured, fabricated and constructed during the course of the construction phase. Monuments or plinths will line up with adjacent existing fencing or bridge railing.

Alternatives will be refined up to two (2) times based on City comments and presented for final evaluation and selection of a preferred alternative (see Task 1.2 on Livable Cities Studio document attached). **Design Development** - Our team will develop design documents that include architectural and structural detailing of the preferred alternative, as well as agreed updating urban design elements throughout the project such as furnishings, fixtures, and pavement scoring/finish should there be a change from the bid plans. Structural and landscape plan sheets with any needed specifications will be provided for Contractor bidding. Supporting urban design plans will be provided as needed (see Task 1.3 on Livable Cities Studio document attached). Reviews and revisions are limited to one cycle.

Stakeholder Engagement - Our team will present at two meeting to the stakeholders. This is to present the three refined alternatives and the final preferred alternative (see Task 1.4 on Livable Cities Studio document attached).

Schedule - Bid documents ready by September 15, 2022.

The cost for this effort is \$60,745.

Design Support During Construction

Per the City's request to have a greater level of involvement during construction, we have developed the following scope and fee to account for the potential complexity of the project:

1. Review Submittals - base scope assumed six (6), this will increase to twelve (12) total
2. Respond to RFI's - base scope assumed eight (8), this will increase to sixteen (16) total
3. Meetings - base scope included attendance at pre-construction, construction kick-off and one construction meeting, this will add 10 construction meetings
4. As-built plans - unchanged from base bid
5. Girder Fabrication Inspections - This is an added element to include up to 2 site visits to a local fabricator to inspect pre-pour and after release from the forms.
6. Livable Cities Studio and other subconsultant increased support \$5,000

The cost for this effort is \$20,450



Additional Services

Additional design and coordination due to project delays, change in scope to a curbless street section and significant related coordination on new design elements. This amount will cover overages due to these changes and carry the team through the bidding process. Any excess once the design contract phase is closed, will be available to the City Project Manager as Additional Services to be used during the construction phase.

The cost for this effort is \$35,000

The total requested amount of this change request is \$116,195. These costs are broken out in more detail on the Livable Cities and Wilson attached man-hour fee sheets.

Should you have any questions, please do not hesitate to contact me.

A handwritten signature in black ink that reads "Marc Devos". The signature is fluid and cursive.

Marc Devos, PE
Project Manager
Wilson & Company

Cc: James Colbert
Deb Turner
Scott Waterman
Mark Hildahl



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

5/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcts@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Hartford Insurance Co of the Southeast</td> <td style="text-align: center;">38261</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Insurance Co of the Southeast	38261	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES 2 **CERTIFICATE NUMBER:** 16676896 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CONNECTING AURARIA. CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

16676896 CITY AND COUNTY OF DENVER 201 WEST COLFAX AVENUE, DEPARTMENT 608 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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