RESOLUTION TO ACCEPT A PROPOSAL AND AWARD A CHANGE ORDER TO STREAM DESIGN LLC FOR THE ROTELLA PARK DESIGN IMPROVEMENT PROJECT

Resolution No. 2014-031

WHEREAS, Proposals were submitted on May 8, 2012, for the Rotella Park Design Improvement Project, and,

WHEREAS, Stream Design LLC submitted a proposal and agreed to perform this work in the amount of $49,230.00, and,

WHEREAS, Stream Design LLC submitted three (3) change orders to perform additional design and engineering services for an aggregate amount of $18,188.00, and,

WHEREAS, Stream Design LLC submitted a proposal for change order no. four in the amount of $47,163.00 for pre- and post- construction management services, geotechnical and materials testing, and civil engineering services, and,

WHEREAS, the current contract amount is $67,418.00 plus proposed change order No. 4 in the amount of $47,163.00 equals a total project cost of $114,581.00

WHEREAS, Stream Design LLC agrees to perform the work in the amount of $47,163.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to Stream Design LLC in the amount of $47,163.00.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign Addendum One to the agreement with Stream Design LLC after negotiation and approval as to form is completed by the County Attorney’s Office.
Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

- Henry Aye
- Tedesco Aye
- Hansen Aye

Commissioners

STATE OF COLORADO
County of Adams

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 27th day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:

By:

Deputy
ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO THE
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 14th day of March, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Stream Design LLC, located at 3330 Larimer Street, Unit 1B, Denver, Colorado 80205, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on August 1, 2012, the County entered into an Agreement with Stream Design LLC, to provide design improvement services for Rotella Park consistent with the Rotella Park Renovation Master Plan of December 2008, and,

WHEREAS, the County issued change orders 1, 2 and 3 to the Contractor in the total amount of $18,188.00, which were approved and added to Purchase Order 10272, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to expand the scope of services described in Exhibit "A", attached hereto as reference to Addendum One, and,

WHEREAS, the County and the Contractor mutually desire to extend the term of the agreement through December 31, 2014.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The term of the Service Agreement shall be extended through December 31, 2014 to complete the required services.

2. The County shall reimburse the Contractor for the work provided under this First Addendum in accordance with Section V of the Service Agreement in the amount of forty-seven thousand one hundred sixty-three dollars ($47,163.00). The County has appropriated $47,163.00 for this Addendum.

3. The Service Agreement and this First Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.

4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Construction Agreement.

8. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chairman

ATTEST:
KAREN LONG
CLERK AND RECORDER

Deputy Clerk

3-14-14
Date

STREET DESIGN LLC

Name

Paul A. Thomas

Title
Vice-President

Signed and sworn to before me on this 21st day of February, 2014 by

Paul A. Thomas
Notary Public

Adams County Attorney’s Office

Feb 21, 2014
Date

Approved as to form:
<table>
<thead>
<tr>
<th>Year</th>
<th>Work</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Plan</td>
<td>Pre-Construction Planning</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Design</td>
<td>Construction Documents</td>
<td>$3,400.00</td>
</tr>
<tr>
<td></td>
<td>Permitting</td>
<td>Permitting Fees</td>
<td>$2,800.00</td>
</tr>
<tr>
<td></td>
<td>Site Work</td>
<td>Site Preparation</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Procurement</td>
<td>Material Procurement</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Construction</td>
<td>Construction Work</td>
<td>$5,000.00</td>
</tr>
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</table>

*Note: All costs are in USD.*
**SURCONSULTANTS:**

<table>
<thead>
<tr>
<th>Services and Materials Yearly (Yah &amp; Associates)</th>
<th>$14,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides needed materials testing on an hourly basis. See attached Yah &amp; Associates Proposal for detailed scope and proposal. Work scope generally includes:</td>
<td></td>
</tr>
<tr>
<td>+ Field density-compaction testing for subgrades</td>
<td></td>
</tr>
<tr>
<td>+ Field testing and laboratory evaluation of concrete</td>
<td></td>
</tr>
<tr>
<td>+ Field curing and laboratory evaluation of asphalt concrete</td>
<td></td>
</tr>
<tr>
<td>+ Observation of foundation construction for project</td>
<td></td>
</tr>
</tbody>
</table>

**Civil Engineering Services (Vision Land Consultants)**

<table>
<thead>
<tr>
<th>Services</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review of Construction of Civil Improvements: Includes drainage plan, curb &amp; gutter, curb cuts, roadway cut and fill, drainage pond and outfall structures. (Assume 8x4.5 hour site visits + field report @ $100/hour)</td>
<td>$9,600</td>
</tr>
<tr>
<td>Coordination with Abate County (Assume 1.25 hours per week x 20 weeks x $50/hour)</td>
<td>$412.50</td>
</tr>
<tr>
<td>Fuller Land Development: Adjust with clients' offsets per site layout (Assume 3 hrs x $100/hr)</td>
<td>$300</td>
</tr>
<tr>
<td>Vision Land Rainwater Harvesting Systems (Hillsides, etc.)</td>
<td>$500</td>
</tr>
<tr>
<td>Credit for Civil Engineering Services in Existing Contract</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Total (Projected) Additional Architectural Design and Surveys:** $27,100.00

**Assumptions:**

1. The proposal for construction period services is an estimate based on the assumptions noted below. Work will be billed on an hourly basis on the rates provided above. Depending on project circumstances, more or less time may be required to perform construction observation tests than this estimate indicates. Stream Design will keep the County PM apprised on a monthly basis so as to whether the actual time required to complete the work is in sync with the estimated hours in this proposal and, if so, based on the project schedule, there are any concerns with completing the construction.

2. The rates determined in this worksheet are based on an assumption of a 3 month / 20 week construction period. If the construction period is extended it may become necessary to renegotiate the scope of contract. Stream Design will provide monthly financial reports, and will advise the owner on the status of the billing.

3. Construction related services for Electrical Engineering and Design are already included in the existing contract, and therefore are not included in this request for additional fees.