

ADAMS COUNTY, COLORADO  
FOURTH ADDENDUM TO  
SERVICE AGREEMENT

THIS FOURTH ADDENDUM TO SERVICE AGREEMENT ("Fourth Addendum") is entered into this 13<sup>th</sup> day of September, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and AECOM Technical Services, Inc. dba URS Corporation, located at 6200 South Quebec St., Greenwood Village, CO 80111, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on November 19, 2014, the County entered into a Service Agreement with URS Corporation to provide structural and environmental design services for the bridge scour project; and,

WHEREAS, the term of the agreement expired on March 1, 2015; and,

WHEREAS, the County and the Contractor extended the Service Agreement through December 31, 2015 to allow the team to continue coordination efforts with the Colorado Department of Transportation, Federal Highway Administration, Weld County, South Adams County Water and Sanitation District and Urban Drainage and Flood Control for the review and approval of project deliverables; and,

WHEREAS, the County and the Contractor extended the Service Agreement through December 31, 2016 to allow the team to continue coordination efforts with the Colorado Department of Transportation, Federal Highway Administration, Weld County, South Adams County Water and Sanitation District and Urban Drainage and Flood Control for the review and approval of project deliverables; and,

WHEREAS, the County and the Contractor added the construction observation services to the agreement for the Henderson Road Bridge Micropiles Project in the amount of \$20,520.00. The proposal from URS is attached as Exhibit "A"; and,

WHEREAS, the County and the Contractor mutually desire to add design and environmental plans, reports, documents and services for the Bridge Scour Project. The proposal from URS is attached as Exhibit "A".

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 County shall reimburse the Contractor for the work provided under this Fourth Addendum in accordance with Section IV of the Service Agreement in the amount of \$37,507.00.
2. The term of the Service Agreement is extended through March 31, 2017.
3. The Service Agreement and this Fourth 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 Fourth 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 Fourth Addendum, the terms, conditions, and provisions of this Fourth Addendum shall control.

4. The Recitals contained in this Fourth Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Fourth 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 Fourth 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 Fourth Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Fourth 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 Fourth Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Fourth Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Fourth 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**

Steven J. Morisco  
Chair

9/13/16  
Date

ATTEST:  
STAN MARTIN  
CLERK AND RECORDER

Channah  
Deputy Clerk

Approved as to form:  
W. Coakley  
Adams County Attorney's Office

AECOM Technical Services, Inc. dba URS Corporation

MC  
Signature Mark C. Schaefer

9-8-2016  
Date

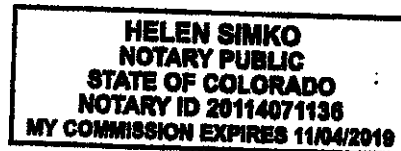
Signed and sworn to before me on this 8<sup>th</sup> day of September, 2016 by

Mark C. Schaefer

Helen Simko

Notary Public

My commission expires on: November 4, 2019



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

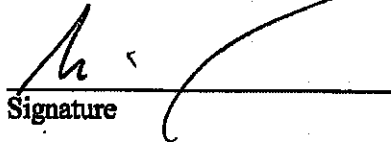
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

AECOM Technical Services  
Company Name

9-8-2016  
Date

Mark C. Schaefer  
Name (Print or Type)

  
Signature

Vice President  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



August 2, 2016

Mr. Russell T. Nelson, PE  
Stormwater Engineer  
Adams County Engineering  
4430 South Adams County Parkway  
Brighton, CO 80301

RE: Bridge Scour Remediation, Structural Design and Environmental Services  
URS 22243665, URS 22244302

Dear Russ:

URS Corporation has contracted with Adams County for services related to bridge scour remediation at four locations (Henderson Road, McKay Road, 168th Avenue and Washington Street). As you aware and as documented in the following narrative, the complexity of the design and environmental clearance process and the extended project schedule has increased beyond what was originally anticipated in the project scoping process. The purpose of this letter is to document those areas where we believe the level of effort has exceeded what was originally anticipated, and our estimate of the professional services cost of this additional effort.

#### Bridge Scour Remediation

Services provided include the performance of scour studies, the identification of scour countermeasures, and the development of contract documents including reports, plans and specifications to install the scour countermeasures. Services were based on bridge inspection reports prepared (by others) in 2011 and 2012, prior to the historic floods of September 2013. Contract documents were prepared to County standards, since federal reimbursement of costs (later availability from flood damage) was not anticipated in the original project scoping.

Additional services required include the following. Costs are shown on the spreadsheet attached to this request.

- In our project proposal dated September 2013, URS advised the County team that FHWA HEC-23 would be used as guidance for scour countermeasure design. For the remediation design of the Henderson Road Bridge east abutment, we provided an alternative analysis report based on suitable stabilization measures that are recommended in HEC-23. This effort required considerable design time to size and cost the various recommendations that were requested by Adams County, Urban Drainage and Flood Control District (UD&FCD), and the Colorado Department of Transportation (CDOT). None of the alternatives were acceptable to CDOT. As a result, we developed a new design using a Turf Reinforcement Mat (TRM) with a design based on a new detail and specification developed by CDOT. This is not a scour countermeasure design identified in HEC-23 and is not typically used for stabilizing bridge abutments.
- The original project award indicated a period of performance of 90 days beginning in October 2013. Extensions to the period of performance and change orders to the scope have occurred. URS has incurred additional costs managing the project for the extended, unanticipated additional period of performance.

- On October 1, 2015, CDOT biologist Francesca Tordonato provided comments on the McKay Road bridge plans, specs, biological resources report and wetland delineation report. Comments from the CDOT biologist on Henderson Road bridge and 168<sup>th</sup> Avenue bridge plans, specs, and biological reports were provided on October 20 and 26, 2015 respectively. The comments are related to mitigation measures and protection of migratory birds, tree and shrub removals, required tree replacements, additional information related to fencing during construction, herbicide treatment, wetland mitigation measures, disinfection of construction equipment, and diversion structures in river and possible prairie dog mitigation for at least one of the subject bridges. The level of effort required for addressing these comments is beyond what was originally scoped and previously encountered by URS for similar projects of this size and magnitude. The comments will require revisions to engineering design, plan sheets, project specifications, project quantities, and project cost estimates. The comments apply to the three bridges having a federal funding contribution for the mitigation projects.

The total change order request for Bridge Scour Remediation is \$25,790.

#### Bridge Scour Structural Design and Environmental Services

Services included the design of micropiles for the Henderson Road bridge, and preparation of environmental documentation for each of the four bridges.

Additional effort is needed to revise the environmental documents that are required for CDOT concurrence and clearance. The following narrative provides a breakdown of the effort. Costs are shown on the spreadsheet attached to this request.

- In late spring of 2015, Adams County directed URS to separate the Henderson Road Bridge project into two distinct projects: Henderson Micropiles project and Henderson East Abutment project. By changing the funding mechanism to exclude federal funds, Adams County anticipated accelerating the construction schedule of the Henderson Micropiles project. This request resulted in an un-scoped effort to create two environmental packages separating the actions of the two projects.
- At the McKay Road Bridge location, it was brought to the URS team's attention that the UD&FCD recently cleared a large portion of the environmental study area around the bridge with the purpose of placing riprap for streambank stability below the WTP. Because this created a changed condition after the URS environmental reports were prepared and submitted to CDOT for review and clearance, the Biological Resources Report and the Wetland Findings Report will need to be revised to reflect the current baseline conditions. This situation also required an additional visit to the site for the biologist to collect site documentation and photos, evaluate the impact to spread of noxious weeds, and assess impact to wetlands and potential T&E habitat.

- The CDOT biologist provided significant comments following the FOR meeting to the engineering plans and specs for the three bridges (McKay Road, 168<sup>th</sup> Avenue, and Henderson Road) that require additional coordination by the environmental team with the design engineers on appropriate changes to the plans and specs; and development of additional mitigations for the protection of species and habitat. This effort will require updates to the Biological Resources Reports and Wetland Finding Reports for the three bridge sites prior to submittal of the Preconstruction Notification (PCN) packages to the U.S. Army Corps of Engineers (USACE) requesting authorization under the Clean Water Act Section 404.

As shown on the attached spreadsheet, the Bridge Scour Structural Design and Environmental Services change order request is \$11,717.

Summary:

Bridge Scour Remediation

Current Contract Amount: \$99,875.50

Supplement Request: \$25,790.00

Bridge Scour Structural Design and Environmental Services

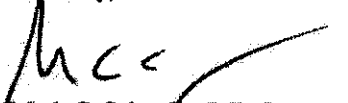
Current Contract Amount: \$198,951.00

Supplement Request: \$11,717.00

Total Request: \$37,507.00

URS has been pleased to be Adams County's partner in developing effective technical solutions for these challenging projects and helping the County secure desired federal reimbursement of construction costs. We look forward to your favorable consideration of this compensation request. If you have any questions concerning this documentation, please call me at 303-796-4761.

Sincerely,



Mark C. Schaefer, P.E., PTOE  
Project Manager/Vice President