

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 13 day of December, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and Drexel, Barrell & Co., located at 1800 38th Street, Boulder, CO 80301, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on January 13, 2015, the County entered into a Service Agreement with Drexel, Barrell & Co. to provide professional engineering services for the York Street Improvements Project; and,

WHEREAS, the County and the Contractor agreed to add additional services to the agreement, to design a box culvert drainage system to carry project runoff under Highway 224 to Clear Creek. In addition, Drexel, Barrell will include design features that will allow the box culvert drainage system to also function as a pedestrian underpass connecting York Street directly to the existing Clear Creek Trail described in Attachment "A"; and,

WHEREAS, the term of the agreement expired on October 31, 2015; and,

WHEREAS, the County and the Contractor agreed to extend the Service Agreement through June 30, 2016; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through December 31, 2017 to allow Drexel, Barrell & Co. to coordinate and complete the utility location services, acquire CDOT Right of Way permits, and Denver Water approvals, if conflicts occur with location services. The Transportation Department is also discussing the possibility of sharing a water quality pond with the Colorado Department of Transportation (CDOT) for their work on State Highway 224 and York Street intersection improvements. This would provide water quality for both agencies, within CDOT's right-of-way and fulfill a Federal requirement originating with the Clean Water Act.

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 is extended through December 31, 2017.
2. The Contractor agrees to perform the additional engineering design services in the amount of forty-nine thousand eighteen dollars (\$49,018.00).
3. The Service Agreement and this Second 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 Second 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 Second Addendum, the terms, conditions, and provisions of this Second Addendum shall control.

4. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Second 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 Second 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 Second Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second 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 Second Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Second 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 Second 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. Davis
Chair

12/13/16
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Channah
Deputy Clerk

Approved as to form:
[Signature]
Adams County Attorney's Office

Drexel, Barrell & Co.

[Signature]

12/9/2016
Date

Signature
Signed and sworn to before me on this 9 day of DECEMBER, 2016 by
MICHAEL D. MIDDLETON.

Evelyn Patrice Bowen
Notary Public

My commission expires on: 6/14/19

2016.442 Second Addendum/Drexel, Barrell/ York Street Improvements Design

EVELYN PATRICE BOWEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954009280
MY COMMISSION EXPIRES JUNE 14, 2019

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

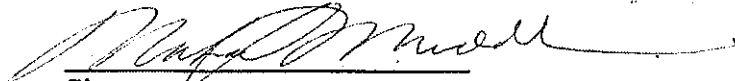
Pursuant to Colorado Revised Statute, § 8-17.5-101, et. seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

Drexel, Barrell + Co.
Company Name

12/9/2016
Date

Michael D. Middleton
Name (Print or Type)


Signature

Principal
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

Adams County
YORK ST IMPROVEMENTS
DESIGN TASKS, PERSONNEL, HOURS, AND FEES
 Drexel, Barrell & Co. Proposal of 9-20-2016

NO.	TASKS	DESIGN		DESIGN		DESIGN		DESIGN		DESIGN		DESIGN	
		DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN	DESIGN
1	NEW PROJECT MEETINGS (6)	18		6									
2	RECRUIT STORM SYSTEM DESIGN: WATER QUALITY FACILITY TO BE SHARED WITH CDOT. REVISE STORM SEWER PLANS, REVISE DRAINAGE CALCULATIONS & REPORT	8	\$2,520	40	\$922	72							\$3,342
3	REVISE ALL IMPACTED PLAN SHEETS, QUANTITIES & COST ESTIMATE - IMPACTED SHEETS INCLUDE TABULATIONS, DETAILS, PLAN & PROFILE, SWAMP, GRADING, IRRIGATION, WATER LINE RELOCATION, LANDSCAPE, AND ROW PLANS	40	\$7,120	8	\$5,480	120	\$6,984						\$13,584
4	PREPARE TECH SPECS FOR WATER QUALITY FACILITY AND TREE PLANTING	8	\$5,600	4	\$1,088								\$19,235
5	RIGHT-OF-WAY PLAN & LEGAL DESCRIPTION ADDITIONS/REVISIONS FOR 18 NEW TREE CORRIDOR TCE PARCELS & ROW/EASEMENT NEEDED FOR SHARED CDOT WATER QUALITY FACILITY PLUS REVISIONS TO 3 PARCELS ALREADY PREPARED			32	\$4,480	64							\$1,668
HOURS (REG/OUR)		74	\$2,112	52	\$7,945	256	\$24,832						\$10,688
SUBTOTALS		140	\$10,360	74	\$7,945	256	\$24,832						\$49,515
REPROGRAMICS/REIMB ALLOWANCE													\$500
TOTAL NOT-TO-EXCEED FEE													\$49,018

NOTES AND ASSUMPTIONS:

1. DREXEL BARRELL OFFERS TO PROVIDE THE TASKS ABOVE ON A TIME AND MATERIALS BASIS, FOR THE MAXIMUM-NOT-TO-EXCEED FEE LISTED ABOVE.
2. FEES AND HOURLY RATES VALID UNTIL 12/31/2017. DREXEL BARRELL RESERVES OPTION TO RENEGOTIATE REMAINING FEES THEREAFTER.
3. THE INDIVIDUAL TASKS ARE SHOWN TO ILLUSTRATE OUR ANTICIPATED EFFORT AND COSTS, AND ARE NOT OFFERED AS LINE ITEM, NOT-TO-EXCEED LIMITS.
4. DREXEL BARRELL RESERVES THE OPTION TO REALLOCATE HOURS AND FEES AMONG THE TASKS AS CONDITIONS WARRANT PROVIDED WE DO NOT EXCEED THE BOTTOM LINE, TOTAL NOT-TO-EXCEED FEE.
5. REPROGRAMICS DOES NOT INCLUDE PRINTING CONTRACTOR-BID SETS. DREXEL BARRELL WILL PROVIDE PDF'S OF ALL CONSTRUCTION PLANS & DOCUMENTS TO CLIENT.
6. ASSUMES A WATER QUALITY POND TO BE LOCATED IN THE NORTHWEST CORNER OF SH224 & YORK ST AND THAT CDOT WILL PROVIDE THE WATER QUALITY CAPTURE VOLUME REQUIRED FOR THEIR IMPROVEMENTS. ALSO ASSUMES THIS POND CAN BE GRADED WITHOUT THE NEED FOR RETAINING WALLS.