

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

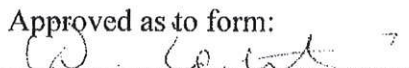

Chairman

3-14-14
Date


ATTEST:
KAREN LONG
CLERK AND RECORDER


Deputy Clerk



Approved as to form:

Adams County Attorney's Office

STREAM DESIGN LLC


Name PAUL A. THOMAS
VICE - PRESIDENT
Title

Feb 21, 2014
Date

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

Notary Public
My commission expires on: 12-27-2015

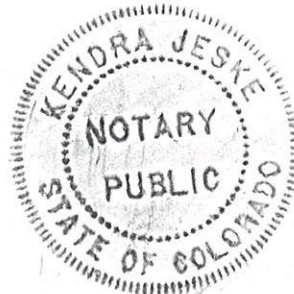


Exhibit "A"

Stream Design, LLC

Rotella Park Construction Observation Scope and Fee

11-Dec-13

Prepared by Paul Thomas

Scope Tasks	PM Hours	LA Hours	Subconsult / Misc. L.S.	Extended Phase Total
1. Bidding, Contractor Selection and Preconstruction	\$ 86.00	\$ 75.00		\$ 1,136
• Pre-Proposal Meeting: Assist County with pre-proposal meeting at County office or on-site	2	2	\$ 340	
• Review Addenda and answer RFP Questions	2	1	\$ 265	
• Review bids and assist County to develop final project scope. Help County to add/remove items to make sure that project meets budget and functional objectives.	2		\$ 160	
• Preconstruction Meeting: Help coordinate and conduct project kick-off meeting prior to start of construction to outline Owner expectations and requirements and document processes during and after construction.	2	2	\$ 340	
Phase 1 hours	8	5		\$ 22,870
2. Construction Period Services (Stream Design unless noted)				
• Project Oversight & Liaison: Serve as the main Owner contact for the general contractor. Facilitate overall project process and coordination. Monitor overall project schedule. (Assume 1 hour/week x 20 weeks)	20	0	\$ 1,000	
• Cost Tracking & Control: Monitor overall project and construction costs on a monthly basis. Review progress payment requests of vendors and contractors and provide payment recommendations to Owner on a monthly basis. Verify quantities/progress as needed (Assume 4 hours/month x 5 months)	20	0	\$ 1,000	
• Construction Field Visits/Observations: Observe construction activities with project team. Monitor progress of construction work to determine compliance with the drawings and specifications. Document all field visits with report. (Assume 7.5 hours - approx. 2 site visits per week x 20 weeks)	90	60	\$ 13,050	
• Submittal Review: Provide and/or coordinate technical review and approval of materials submittals and samples for compliance with contract documents. (Assumes 8 to 12 submittals @ 1.0 hours ea.)	8	8	\$ 850	
• Project Information Management: Document resolution of all technical questions, requests for information (RFIs), and field changes throughout the course of the project.	8	16	\$ 1,000	
• Change Management & Control: Review and give opinion to County on change requests and change orders subject to Owner approval.	8	2	\$ 010	
• Project Record Documents & Files: Maintain County's record copies and permanent project files of necessary design and construction related communications. Includes periodic construction progress photographs.	5	10	\$ 1,226	
• Regular Project Meetings: Represent the County at project meetings during the construction phase and provide advice that will help facilitate economical, efficient and desirable design and construction procedures. Track project related issues, assign responsibility and track follow-through. Coordinate timely completion of weekly meeting notes for project meetings (to be completed by contractor's PM). (Assume 20 weekly meetings @ 1.5 hours ea.)	16	16	\$ 2,060	
• Project Management: City and subconsultant coordination, invoice preparation (assume .75 hour per week x 20 weeks)	15	0	\$ 1,420	
Credit for Existing Construction Observation Budget in Contact			\$ (2,000.00)	
Phase 2 hours	186	108		\$ 2,840
3. Close-Out and Post-Construction (Stream Design)				
• Punch List Coordination & Substantial Completion Process: Perform punch-list walk-through. Generate the punch list and recommend to the Owner the approval of the issuance of the Certificate of Substantial Completion. Monitor progress and completion of corrective work identified on punch list. Perform site visit to verify completion of list. Perform final follow-up visit for items not initially completed.	0	0	\$ 1,005	
• Project Close-out Coordination: Provide recommendation to Owner regarding final acceptance of project and release of final payment to Contractor(s).	3	0	\$ 296	
• Final Budget Reconciliation: Participate in final budget reconciliation with GC and Owner.	3	0	\$ 205	
• Project Record Documents & Files: Obtain operations & maintenance manuals and as-built plans and specifications on behalf of Owner.	0	2	\$ 130	
• Warranty Coordination: Collect and review (for compliance) all product data and special warranties beyond the standard provided, evaluation.	2	2	\$ 340	
• Claims & Dispute Resolution: In conjunction with Owner's legal representation, advise Owner on resolution of any claims and disputes.	5		\$ 470	
Phase 3 hours	23	10		\$ 1,800
Direct Expenses (Stream Design only)			\$ 1,600	\$ 1,600
Construction & Post Construction (Phase 1 & 3) Hours (Stream Design only)	208	118		
Total Constr & Post Constr. (Ph 1 & 3) Hours / Hours per week for 20 weeks (Stream only)			326	16.30 (hrs/week)
SUBTOTAL OF STREAM OWNER FEES				\$ 28,448

SUBCONSULTANTS:

Geotechnical Services & Materials Testing (Veh and Associates)		\$ 11,945	
Provide as-needed materials testing on an hourly basis. See attached Veh & Associates Proposal for detailed scope and proposal. Work scope generally includes:			
• Field density-compaction testing for subgrades			
• Field testing and laboratory evaluation of concrete			
• Field testing and laboratory evaluation of asphalt concrete			
• Observation of foundation construction for pile and shoring			
Civil Engineering Services (Vision Land Consultants)		\$ 7,878	
• Review Construction of Civil Improvements: Includes drainage pipe, curb & gutter, curb cuts, roadway cut and patch, detention pond and outfall structure. (Assume 8 x 4.5 hour site visits + field report @ \$100/hour)		\$ 2,600	
• Coordination with Adams County (Assume 1.25 hours per week x 20 weeks x \$165/hour)		\$ 4,125	
• Patch List Development: Attend work with & develop patch list items. (Assume 5 hrs x \$100/hr)		\$ 500	
• Vision Land Reimbursable Expenses (Mileage, etc.)		\$ 500	
• Credit for Civil Engineering Services in Existing Contract		\$ (1,050.00)	
Total Proposed Addition for Stream Design with Subconsultants			\$ 47,163

Assumptions:

1. This proposal for construction period services is an estimate based on the assumptions noted herein. 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 tasks than this estimate indicates. Stream Design will keep the County PM apprised on a monthly basis as to whether the actual time required to complete the work is in sync with the estimated hours in this proposal, and if, based on the project schedule, there are any concerns with completing the construction.
2. The hours estimated in this worksheet are based on an assumption of a 5 month / 20 week construction period. If the construction period is extended it may become necessary to renegotiate this scope and contract. Stream Design will provide monthly financial reports, and will advise the owner on the status of the billing.
3. Construction period services for Electrical Engineering and Irrigation Design are already included in the existing contract, and therefore are not included in this request for additional fees.