

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO THE
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 17th day of June, 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 Drexel, Barrell & Company, located at 1800 38th Street, Boulder, CO 80301-2620, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on February 27, 2013, the County entered into an Agreement with Drexel, Barrell & Company, to provide professional engineering services for the subsurface investigation to complete the environmental characterization of soil and groundwater, for the Washington Street Phase IV Project, and,

WHEREAS, on July 2, 2013 the County and the Contractor mutually amended the Service Agreement to provide additional services to acquire recordable documents for the Right of Way and Temporary Construction Easements, attend meetings with property owners, prepare conceptual plans for options to address the access changes required for at least two properties, possible costs for extra title work, surveying or preparation of additional documents as reasonably needed to complete the required services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to provide post design services during construction and provide 'as-built' drawings for the roadway improvements described in "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 Contractor shall provide additional services required during construction, provide 'as built' drawings for the roadway improvements and post design services described in "Exhibit A".
2. The County shall reimburse the Contractor for the work provided under this Second Addendum in accordance with Section V of the Service Agreement in the amount of twenty-nine thousand six hundred forty-five dollars (\$29,645.00).
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 Construction 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
ADAMS COUNTY, COLORADO


Chairman


6-17-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER


Deputy Clerk

Approved as to form:

Adams County Attorney's Office

DREXEL, BARRELL & COMPANY


Name Principal

7/14/14
Date

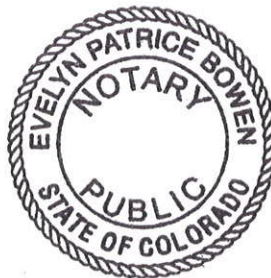
Title

Signed and sworn to before me on this 14 day of JULY, 2014 by

MICHAEL D. MIDDLETON.

Evelyn Patrice Bowen
Notary Public

My commission expires on: 6/14/15





Engineers-Surveyors

Boulder
Colorado Springs
Grand Junction
Steamboat Springs

1800-375-8000
761-225-8000 (local)

www.drexelbarrell.com
www.drexelbarrell.com

Drexel, Barrell & Co.

March 27, 2014

Mr. Greg Labrie, P.E.
Adams County Public Works Department / Engineering
4430 South Adams County Parkway
Brighton, CO 80601

Exhibit "A"

**Re: Washington Street Widening, Phase IV – 52nd Avenue to 58th Avenue –
Change Order #5 Request for Construction services.**

Dear Greg,

Drexel Barrell and Co. is submitting this Change Order #5 to provide construction services for the Washington Street Widening project from 52nd Avenue to 58th Avenue requested in the Request for Proposal approved in July 2009.

Post Design Work Scope

This project was originally scheduled for construction in late 2010 or early 2011. The revised estimated construction start is mid 2014. During the construction phase of the project, the Consultant will be available to provide the following services:

- Attend the pre-bid conference and pre-construction meeting to answer questions, assist the County Staff, and prepare addenda (6 hr meetings, 8hr for addenda)
- Review all shop drawings submitted by the construction contractor (8hr).
- Make necessary revisions to the construction plans, details, and specifications (80hr).
- Help the County and the construction contractor to resolve any dispute during construction (included).
- Conduct site visits during construction to assist the County and Contractor in answering questions, and resolving problems raised by the construction contractor, utility companies, affecting citizens, etc. Help provide information, clarification, or interpretation regarding the project plans and specifications (16 hr each week for 6 mo).
- Provide drawings for field changes that may be required.

Total cost for post design work is \$32,445.00 less the original contract value of \$2,800.00 which has not to date been billed, making the total change request \$29,645.00. Construction services related to the environmental specifications are not included in this scope.

Adams County
Post-Design Services Estimate

Date:

TASK	MAN-HOURS									FEE					
	CLASSIFICATION									SUBCONSULTANTS					
	PIC	QM	SPM	SHE	SCE	EI	CADD	AA	Task Total	Labor	Direct Expense	Environment	Geo Tech	Other	Total
	\$160	\$140	\$135	\$135	\$120	\$85	\$90	\$60							
Project Initiation and Continuing Requirements															
Bid Phase															
A. Pre-Bid Conference			2						2	\$ 270					\$ 270
B. IFB Questions, Corrections & Addendum			8						8	\$ 1,080					\$ 1,080
C. Bid & Qualifications Review			16						16	\$ 2,160					\$ 2,160
D. IFC Construction Documents			2						2	\$ 270					\$ 270
Subtotal: Bid Phase	0	0	28	0	0	0	0	0	28	\$ 3,780	\$ -	\$ -	\$ -	\$ -	\$ 3,780
Construction Phase															
A. Pre-Construction Meeting			3						3	\$ 405					\$ 405
B. Field Observations (see note 2 below)			120						120	\$ 16,200					\$ 16,200
C. Submittals Support			16						16	\$ 2,160					\$ 2,160
D. RFI Support (see note 4 below)			24				8		32	\$ 3,960					\$ 3,960
E. As-Built Document Periodic Updates (see note 1 below)			4				16		20	\$ 1,980					\$ 1,980
F. Incorporate Contractor's As-Built Documentation			2				8		10	\$ 990					\$ 990
Subtotal: Construction Phase	0	0	169	0	0	0	32	0	201	\$ 25,695	\$ -	\$ -	\$ -	\$ -	\$ 25,695
Closeout Phase															
A. As-Constructed Project Walk-Through (see note 5 below)			16	6					22	\$ 2,970					\$ 2,970
B. Project Deliverables Package									0	\$ -					\$ -
Subtotal: Closeout Phase	0	0	16	6	0	0	0	0	22	\$ 2,970	\$ -	\$ -	\$ -	\$ -	\$ 2,970
Total Estimated Cost	0	0	213	6	0	0	32	0	251	\$ 32,445	\$ -	\$ -	\$ -	\$ -	\$ 32,445