

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 7th day of October, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, and Huitt-Zollars, Inc., located at 5482 South Ulster Street, Denver, CO 80237, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on October 31, 2011, the County entered into a Service Agreement with Huitt-Zollars, Inc. to provide engineering design services; and,

WHEREAS, the term of the agreement expired on April 1, 2012; and,

WHEREAS, on September 16, 2013, the County amended the Agreement for addition right-of-way acquisition services; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through August 31, 2016 to complete work described in Change Order No. Two.

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 Second Addendum in accordance with Section V of the Service Agreement. Beginning September 1, 2014 through August 31, 2016, Adams County will pay Huitt-Zollars, Inc. for additional design and post design services in the amount of \$53,740.00.
2. The term of the Service Agreement is extended through August 31, 2016.
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
ADAMS COUNTY, COLORADO

[Signature]
Chairman

10-7-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

[Signature]
Deputy Clerk

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

HUITT-ZOLLARS, INC.

[Signature]

10-2-14
Date

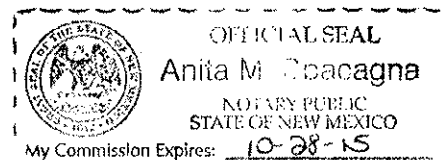
Signed and sworn to before me on this 2nd day of October, 2014 by

Kim R. Kemper

Anita M. Spaccagna

Notary Public

My commission expires on: October 28, 2015



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

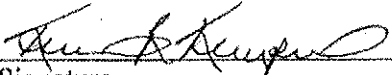
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

Whitt-Zollars, Inc.
Company Name

10-2-14
Date

Kim R. Kemper
Name (Print or Type)


Signature

Senior 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

Adams County
Additional Design Services Estimate
Lowell Boulevard
June 20, 2014

| TASK | MAN-HOURS | | | | | | | | FEE | | | | | Total | |
|--|----------------|-------|-------|-------|-------|-------|------|------|----------------|----------|----------------|---------------------|--------------------|----------|------------------------|
| | CLASSIFICATION | | | | | | | | SUBCONSULTANTS | | | | | | |
| | PIC | QM | SPM | SHE | CEX | EI | CADD | AA | Task Total | Labor | Direct Expense | 105 West Associates | Kumar & Associates | | Goodbee and Associates |
| | \$200 | \$130 | \$165 | \$165 | \$115 | \$100 | \$65 | \$50 | | | | | | | |
| Additional Design Services - Revised Access at TSDO Holdings | | | | | | | | | | | | | | | |
| Task | | | | | | | | | | | | | | | |
| A. Design new access road | | | 2 | | 8 | | 4 | | 14 | \$ 1,550 | | | | | \$ 1,550 |
| B. Re-design water quality pond | | | 2 | | 35 | | 4 | | 42 | \$ 4,770 | | | | | \$ 4,770 |
| C. Additional survey | | | | | | | | | 0 | \$ - | \$ 2,500 | | | | \$ 2,500 |
| D. Additional ROW acquisition services | | | | | | | | | 0 | \$ - | | | | \$ 6,500 | \$ 6,500 |
| Subtotal: Bid Phase | 0 | 0 | 4 | 0 | 44 | 0 | 8 | 0 | 56 | \$ 6,320 | \$ - | \$ 2,500 | \$ - | \$ - | \$ 8,500 |
| Total Estimated Cost | 0 | 0 | 4 | 0 | 44 | 0 | 8 | 0 | 56 | \$ 6,320 | \$ - | \$ 2,500 | \$ - | \$ - | \$ 8,500 |

PIC = Principal-in-Charge
QM = Quality Manager
SPM = Senior Project Manager
SHE = Senior Hydraulics Engineer
CEX = Civil Engineer
EI = Engineering Intern (EIT)
CADD = CADD Technician
AA = Administrative Assistant

Adams County
Post-Design Services Estimate
Lowell Boulevard
Feb. 07, 2014

| TASK | MAN-HOURS | | | | | | | | | | FEE | | | | |
|--|----------------|-------|-------|-------|-------|-------|------|------|------------|-----------|----------------|---------------------|------------------------|-----------|--|
| | CLASSIFICATION | | | | | | | | | | SUBCONSULTANTS | | | | |
| | PC | QM | SPM | SHE | SCE | EI | CADD | AA | Task Total | Labor | Direct Expense | 105 West Associates | Goodbee and Associates | Total | |
| | \$200 | \$190 | \$185 | \$165 | \$135 | \$100 | \$65 | \$50 | | | | | | | |
| Project Initiation and Continuing Requirements | | | | | | | | | | | | | | | |
| Bld Phase | | | | | | | | | | | | | | | |
| A. Pre-Bid Conference | | | 2 | | | | | | 2 | \$ 370 | | | | \$ 370 | |
| B. IFR Questions, Corrections & Addendum | | | 2 | | 4 | | | 4 | 2 | \$ 1,270 | | | | \$ 1,270 | |
| C. Bid & Qualifications Review | | | 2 | | 2 | | | | 4 | \$ 640 | | | | \$ 640 | |
| D. IFC Construction Documents | | | 2 | 2 | 4 | | | 4 | 2 | \$ 1,650 | | | | \$ 1,650 | |
| Subtotal: Bld Phase | 0 | 2 | 8 | 0 | 10 | 0 | 8 | 4 | 32 | \$ 3,930 | \$ - | \$ - | \$ - | \$ 3,930 | |
| Construction Phase (5 months duration) | | | | | | | | | | | | | | | |
| A. Pre-Construction Meeting | | | 2 | | 2 | | | | 2 | \$ 740 | | | | \$ 740 | |
| B. Periodic Progress Observations | | | 30 | 8 | 40 | | | | 78 | \$ 12,270 | \$ 400 | | | \$ 12,670 | |
| C. Construction Progress Meetings | | | 10 | 2 | 6 | | | | 20 | \$ 3,090 | | | | \$ 3,090 | |
| D. Shop Drawing & Submittal Review | | | 2 | 2 | 8 | | | | 14 | \$ 1,880 | | | \$ 1,000 | \$ 3,880 | |
| E. Review & Respond to RFI's | | | 4 | | 12 | | | 2 | 20 | \$ 2,590 | | | | \$ 2,590 | |
| F. Design Clarifications | | | 4 | 2 | 8 | | | | 14 | \$ 2,150 | | | | \$ 2,150 | |
| G. Prepare Change Orders (Plan Revisions) (as necessary) | | | 2 | 4 | 16 | | | 16 | 38 | \$ 4,320 | | | | \$ 4,320 | |
| H. As-Built Document Periodic Updates | | | | | 2 | | | 6 | 8 | \$ 660 | | | | \$ 660 | |
| I. Incorporate Contractor's As-Built Documentation | | | 2 | 2 | 4 | | | 8 | 18 | \$ 1,910 | | | | \$ 1,910 | |
| Subtotal: Construction Phase | 0 | 4 | 58 | 14 | 98 | 0 | 32 | 10 | 216 | \$ 29,610 | \$ 400 | \$ - | \$ 1,000 | \$ 32,010 | |
| Closeout Phase | | | | | | | | | | | | | | | |
| A. As-Constructed Project Walk-Through | | | 4 | | 4 | | | | 2 | \$ 1,380 | \$ 100 | | | \$ 1,480 | |
| B. Project Deliverables Package | | | 2 | | 2 | | | 4 | 2 | \$ 1,000 | | | | \$ 1,000 | |
| Subtotal: Closeout Phase | 0 | 0 | 6 | 0 | 6 | 0 | 4 | 4 | 20 | \$ 2,380 | \$ 100 | \$ - | \$ - | \$ 2,480 | |
| Total Estimated Cost | 0 | 6 | 72 | 14 | 114 | 0 | 44 | 18 | 268 | \$ 35,920 | \$ 500 | \$ - | \$ 1,000 | \$ 38,420 | |

PIC = Principal-In-Charge
QM = Quality Manager
SPM = Senior Project Manager
SHE = Senior Hydraulics Engineer
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