

0ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO THE
SERVICE AGREEMENT

THIS SECOND ADDENDUM TO SERVICE AGREEMENT ("Second Addendum") is entered into this 14 day of OCTOBER, 2015, 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 Huitt-Zollars, Inc., located at 4582 South Ulster Street, Suite 240, Denver, CO 80237, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on August 15, 2013, the County entered into an Agreement with Huitt-Zollars, Inc. to provide professional engineering services for the West 60th Avenue from Federal Blvd., to the RTD Gold line Commuter Rail Station and Clear Creek Channel Project; and,

WHEREAS, on August 5, 2014, the County amended the Agreement with Huitt-Zollars, Inc. to provide additional service to acquire recordable documents for Right of Way acquisition services for not more than four (4) properties located near West 60th Avenue and Federal Blvd. and all other required services; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to provide additional lighting design, post-design services, sidewalk and utility elements that require plan modifications described in Exhibit "A"; and,

WHEREAS, the County and Contractor mutually desire to extend the agreement term through September 30, 2016.

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 lighting design, post-design services, sidewalk and utility elements that require plan modifications described in Exhibit "A".
2. The term of the Service Agreement is extended through September 30, 2016.
3. The County shall reimburse the Contractor for the work provided under this First Addendum in accordance with Section IV of the Service Agreement in the amount of seventy-four thousand one hundred and ten dollars (\$74,110.00).
4. 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.
5. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. 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.

7. 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.
8. 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.
9. 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

11/9/15
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

[Signature]
Deputy Clerk

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

HUTT-ZOLLARS, INC.

[Signature]
Name
SENIOR V.P.

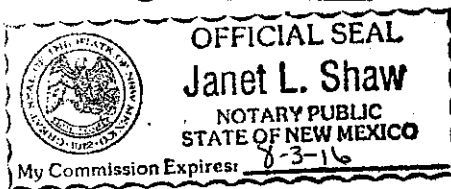
10.14.15
Date

Title

Signed and sworn to before me on this 14th day of October, 2015 by

Kim R. Kemper

[Signature]
Notary Public
My commission expires on: 8/3/16



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:

HUITT-ZOLLARS, INC.
Company Name

10.14.15
Date

KIM R. KEMPER
Name (Print or Type)


Signature

SENIOR V.P.
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

September 23rd, 2015

Ms. Jennifer Shi, P.E.
Project Manager
Adams County Transportation Department
4430 S. Adams County Parkway
Brighton, Colorado, 80601

Ref: Contract Modification No. 2
Lighting Design, Post-Design Services, Additional Sidewalk Improvements & Constructability Review, and Inclusion of Waterline
West 60th Ave. from Federal Blvd. to the RTD Gold Line Commuter Rail Station
HZ - R300869.01

Dear Jennifer:

As you have requested, Huitt-Zollars is submitting this request for a Contract Modification to include street lighting design, post-design services, additional work in conjunction with sidewalk improvements on Federal Boulevard & Constructability Review, and the inclusion of waterline plans (designed and prepared by others) for the above-referenced project.

Street Lighting Design

Street lighting design was not included in the original Scope of Services for the project. We requested a proposal from Clanton and Associates because of their familiarity with the Federal Boulevard Median and Lighting project for CDOT (currently under construction), and also with RTD's lighting design for the Gold Line project.

The Scope of Services for street lighting design will include the following:

Management and Oversight: Clanton and Associates will be added as a subconsultant to Huitt-Zollars' current contract for W. 60th Ave. Huitt-Zollars will provide overall management and coordination for the lighting design effort, including required coordination meetings with the County, Xcel or others as necessary. Huitt-Zollars will provide base sheets for the lighting design, and will integrate the lighting design plans and specifications into the overall W. 60th Ave. project plans, specifications and cost estimate.

Lighting Design: Clanton & Associates will perform the following, in accordance with their July 24, 2015 proposal (attached):

Preliminary Design (30%)

- Site visit to observe existing lighting conditions
- Coordinate with Adams County for desired lighting approach
 - Clanton will investigate the use of Xcel provided, owned and maintained street lighting along W. 60th Avenue.
 - If Xcel does not have an LED option available for this project, Clanton will design the street lighting system under the assumption that the lighting system is owned and maintained by Adams County.
- Preliminary lighting design
- Catalog cut sheets of proposed lighting equipment
- Preliminary tabulation of approximate quantities
- Preliminary opinion of probable cost
- Utility coordination
- Up to one (1) submittal (documenting lighting locations only)
- Up to one (1) design meeting

Issue for Construction (100%)

- Incorporate comments from preliminary design
- Final lighting layout
- Luminaire schedule
- Final electrical design

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Adams County

Request for Lighting Design, Post-Design Services, Additional Sidewalk Improvements & Constructability Review,
and Inclusion of Waterline

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- One line diagrams
- Lighting Control Centers
- Circuiting and conduit
- Final specification revisions (CDOT format)
- Tabulation of approximate quantities
- Opinion of Probable Cost
 - Up to one (1) submittal
 - Up to one (1) design meeting

It is presumed that standard precast light bases will be used for this project, therefore no structural engineering effort is included.

Post-Design Services

The Scope of Services for Post-Design work was included in the original Scope of Work for the project, but excluded from the original fee estimate. The construction period for this project is anticipated to be 4 months (120 days).

1. Services During Bid Period

- The Consultant will attend the pre-bid meeting and site visit (if held) to respond to inquiries and requests for information by prospective bidders.
- The Consultant will assist the County in preparing written responses or addendum material as required. This includes modifications to the plans and/or specifications, if required. One (1) addendum is assumed.
- The County shall distribute such responses and addenda to prospective bidders.

2. Consultant Construction Services

- Consultant will attend the Pre-construction meeting.
- The Consultant will advise the County on the acceptability of substitutions of materials, equipment or construction methods suggested by prospective bidders prior to bid opening or by the Contractor during construction.
- Provide periodic observations of construction progress to assure work is in general conformance with the intent of the construction documents. For estimating purposes, periodic observations were assumed with a maximum of 10 visits. Site visits may occur concurrently with progress meetings.
- Attend construction progress meetings; weekly for the first month of construction, then monthly thereafter.
- Review and approve shop drawings, colors and material submittals as requested.
- Review and respond to Requests for Information (RFI's).
- Provide clarification of design details as requested.
- Prepare contract modifications as necessary.
- Submit typewritten reports identifying activities in progress or actions taken while making periodic site observations during the construction period.
- The consultant will also identify any special activities for this phase which might require additional work effort and the estimated expense.
- The consultant will prepare "as-built" drawings, from red-lined drawings provided by the Contractor. Produce two (2) record plan sets for final construction of roadways and structures. One (1) set shall be retained by the Consultant for three (3) years. The other set shall be submitted to the County. As-built drawings will be submitted in both AutoCAD and pdf format, along with an 11"x17" printed copy.

Additional Work for Sidewalk Improvements along Federal Boulevard & Constructability Review

Additional sidewalk improvements along Federal Boulevard have been requested by Adams County and CDOT during the CDOT Access Permit review process.

The Scope of Services for the additional work for sidewalk improvements along Federal Boulevard will include the following:

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Adams County

Request for Lighting Design, Post-Design Services, Additional Sidewalk Improvements & Constructability Review,
and Inclusion of Waterline

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Management and Oversight: Huitt-Zollars will provide overall management and coordination for the additional work, including coordination meetings with the County, Xcel, CenturyLink and CDOT. Huitt-Zollars will design and incorporate the sidewalk improvements adjacent to Federal Boulevard into the overall W. 60th Ave. project plans, specifications and cost estimate.

The Scope of Services will include a Constructability Review as requested by Adams County. The Constructability Review proposed will be a maximum four-hour review of the constructability of the project.

Inclusion of Waterline Plans (Designed and Prepared by others) into the W. 60th Avenue Contract Documents

Due to the timing of the construction of the W. 60th Avenue improvements and the RTD Federal Station improvements, the construction of waterline improvements, designed and prepared by RTD (under separate contract), may occur with the W. 60th Avenue project.

The Scope of Services for the inclusion of waterline plans with the W. 60th Avenue contract documents will include the following:

Management and Oversight: Huitt-Zollars will provide overall management and coordination, including coordination with the County and RTD, for the inclusion of the waterline plans. Bid and Construction related services will be limited to field observations and coordination with RTD.

Exclusions and Limitations:

The waterline design, plans, specifications and estimate will remain the responsibility of RTD; the fee proposed by Huitt-Zollars is limited to incorporating the waterline plans into the overall plans, specifications and estimates into the overall W. 60th Ave. project plans, specifications and cost estimate. Design, including Engineer of Record, seals, and Agency Review is to remain the responsibility of RTD.

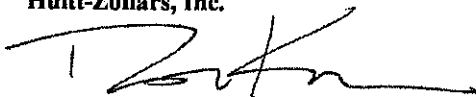
Construction related services will be limited to field observations, with any shop drawing review, requests for clarifications, design clarifications, change orders, as-built documentation, or constructability related issues coordinated with the Engineer of Record (RTD) for the waterline.

Not-to-Exceed Cost

Our fee estimate for the requested services is \$18,770 for the lighting design, \$ 29,690 for Post-Design Services, \$ 14,120 for the Additional Sidewalk Improvements along Federal Boulevard & Constructability Review, and \$ 11,530 for the Inclusion of the Waterline Plans, with the total \$74,110. A detailed breakdown is shown on the attached spreadsheets. We consider Post-Design Services and the Inclusion of the Waterline Plans to be a "Not-to-Exceed" amount, and will only bill the County for actual time and expenses incurred with these tasks.

Sincerely,

Huitt-Zollars, Inc.



David Kim, P.E.
Project Manager

CLANTON & ASSOCIATES

LIGHTING DESIGN AND ENGINEERING

July 24, 2015

Brian McLaren
Huitt-Zollars, Inc.
4582 S. Ulster Street, Suite 240
Denver, CO 80237
BMcLaren@Huitt-Zollars.com

Re: W. 60th Avenue, in Adams County, Colorado
Lighting Design Consulting Proposal

Clanton and Associates proposes to undertake the lighting consulting for the W. 60th Avenue project in Adams County, CO.

Estimated labor: \$12,720
Estimated expenses: \$ 100

Total Fee (labor and expenses): \$12,820

The scope of work includes:

1. Complete Plan, Specification, and Estimate package for:
 - a. Roadway lighting and electrical design along W. 60th Avenue from Federal Boulevard east, adjacent to RTD's Federal Commuter Rail Station

Design services shall include the following:

Preliminary Design (30%)

- Site visit to observe existing lighting conditions
- Coordinate with Adams County for desired lighting approach
 - Clanton will investigate the use of Xcel provided, owned and maintained street lighting along W. 60th Avenue.
 - If Xcel does not have an LED option available for this project, Clanton will design the street lighting system under the assumption that the lighting system is owned and maintained by Adams County.
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- Final electrical design
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- Circuiting and conduit
- Final specification revisions (CDOT format)
- Tabulation of approximate quantities
- Opinion of Probable Cost
- Up to one (1) submittal
- Up to one (1) design meeting

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change of work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, then extra services rates may increase.

The scope is based on emails and documents received from the client on July 21, 2015.

Not included in this scope of work but is available for extra services:

1. Development of custom luminaires
2. Development of light art
3. As-built documentation
4. Mock-ups
5. Commissioning
6. Equipment procurement
7. Additional trips or meetings
8. Bidding Assistance
9. Construction Administration

Not included in this scope of work:

1. Structural engineering

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD format. Reimbursable expenses shall include printing costs; overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Additional services shall be charged at the following hourly rates:

Senior Principal	\$250 / hr
Principal	\$150 / hr
Senior Engineer	\$110 / hr
Senior Designer	\$110 / hr
Engineer	\$ 90 / hr
Designer	\$ 90 / hr
Intern	\$ 80 / hr
Production Manager	\$110 / hr
Senior CADD Technician	\$ 90 / hr
CADD Technician	\$ 65 / hr
Administration	\$ 60 / hr

Work shall commence upon receipt of a signed copy of this agreement. This agreement must be signed within 60 days or it is invalid.



CLANTON & ASSOCIATES

July 24, 2015

DATE

HUITT-ZOLLARS, INC.

DATE

Adams County
 Additional Design Services Estimate - Sidewalk Improvements along Federal Boulevard & Constructability Review
 W. 60th Ave.
 September 23, 2015

TASK	HZ - WORK HOURS										FEE			Total							
	CLASSIFICATION										SUBCONSULTANTS										
	PIC	QM	SPM	SCE	CEX	EI	CADD	AA	Task Total	H/Z Labor	Direct Expense										
	\$220	\$190	\$190	\$140	\$120	\$100	\$80	\$75													
Additional Design Services - Street Lighting Design & Coordination																					
Task																					
A. Meetings and coordination			12		4			2					18	\$ 2,910	\$ 120						\$ 3,030
B. Geometric Design			2		20		24						46	\$ 4,700							\$ 4,700
C. Plans, Specifications & Estimates		2	2		4		24	4					36	\$ 3,460							\$ 3,460
D. Constructability Review		4	4		8			6					22	\$ 2,930							\$ 2,930
Total Estimated Cost	0	6	20	0	36	0	48	12					122	\$ 14,000	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,120

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

Adams County
 Additional Design Services - Inclusion of Waterline Plans (design and contract documents by others)
 W. 60th Ave.
 September 14, 2015

TASK	HZ WORK HOURS										FEE				Total		
	CLASSIFICATION										SUBCONSULTANTS						
	PIC	QM	SPM	SCE	CE	EI	CADD	AA	Task Total	HZ Labor	Direct Expense	105 West Associates	Kumar & Associates	Goodbee and Associates			
	\$220	\$190	\$190	\$140	\$120	\$100	\$80	\$75									
Coordination of Design Services																	
Task																	
A. Meetings and coordination			12		4		2	2	20	\$	3,070				\$	3,070	
B. Coordinate Plans, Specifications & Estimates w/ RTD		1	2		4		3	3	10	\$	1,275				\$	1,275	
Subtotal: Design Phase	0	1	14	0	8	0	2	5	30	\$	4,345	\$	-	\$	-	\$	4,345
Bid Phase																	
A. Pre-Bid Conference									0	\$	-				\$	-	
B. Information for Bid (IFB) Questions, Corrections & Addendum			1					1	2	\$	265				\$	265	
C. Issued For Construction (IFC) Documents			1					1	2	\$	265				\$	265	
Subtotal: Bid Phase	0	0	2	0	0	0	0	2	4	\$	530	\$	-	\$	-	\$	530
Construction Phase (4 months duration)																	
A. Pre-Construction Meeting									1	\$	75				\$	75	
B. Periodic Progress Observations			2		8				12	\$	1,490	\$	200		\$	1,690	
C. Construction Progress Meetings			1					1	2	\$	265				\$	265	
D. Coordinate Shop Drawing & Submittal Review w/ RTD			2		1			2	5	\$	650				\$	650	
E. Coordinate Requests for Information (RFI's) w/ RTD			2		1			2	5	\$	650				\$	650	
F. Coordinate Design Clarifications w/ RTD			2		1			1	4	\$	575				\$	575	
G. Coordinate Change Orders (Plan Revisions) w/ RTD			1		2			1	4	\$	645				\$	645	
H. Coordinate As-Built Document Periodic Updates w/ RTD			1		2			2	3	\$	430				\$	430	
I. Coordinate Contractor's As-Built Documentation w/ RTD			1		2			2	7	\$	960				\$	960	
Subtotal: Construction Phase	0	2	14	0	15	0	0	12	43	\$	5,740	\$	200	\$	-	\$	5,940
Closeout Phase																	
A. As-Constructed Project Walk-Through			1						1	\$	190	\$	100		\$	290	
B. Coordinate Project Deliverables Package w/ RTD			1				2	1	4	\$	425				\$	425	
Subtotal: Closeout Phase	0	0	2	0	0	0	2	1	5	\$	615	\$	100	\$	-	\$	715
Total Estimated Cost	0	3	32	0	23	0	4	20	82	\$	11,230	\$	300	\$	-	\$	11,530

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