

ADAMS COUNTY, COLORADO  
THIRD ADDENDUM TO  
SERVICE AGREEMENT

THIS THIRD ADDENDUM TO SERVICE AGREEMENT ("Third Addendum") is entered into this 20 day of JUNE, 2017, 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 4582 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 extended the Service Agreement through August 31, 2016 to complete work described in Change Order No. Two; and,

WHEREAS, the County and the Contractor mutually desire to extend the Service Agreement through May 31, 2018 to complete work described in Change Order Three, for the not to exceed amount of \$95,359.25.

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 Third Addendum in accordance with Section V of the Service Agreement. Beginning June 1, 2017 through May 31, 2018, Adams County will pay Huitt-Zollars, Inc., for additional post design services per the U.S. Army Corps of Engineers 404 Permit, roadway widening, sidewalk, curb, and gutter, storm sewer infrastructure, and retaining wall construction documents in the amount of \$95,359.25.
2. The term of the Service Agreement is extended through May 31, 2018.
3. The Service Agreement and this Third 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 Third 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 Third Addendum, the terms, conditions, and provisions of this Third Addendum shall control.
4. The Recitals contained in this Third Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This Third 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 Third 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 Third Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Third 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 Third Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Third 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 Third 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]*  
Chair

6/20/17  
Date

ATTEST:  
STAN MARTIN  
CLERK AND RECORDER

*[Signature]*  
Deputy Clerk

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

HUITT-ZOLLARS, INC.

*[Signature]*

5/26/17  
Date

Signed and sworn to before me on this 26<sup>th</sup> day of May, 2017 by

*[Signature]* Wendy Lee Amann in Adams County, CO  
*[Signature]*

Notary Public  
My commission expires on: July 18, 2020

**KWON AVON ATLAS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164027077  
MY COMMISSION EXPIRES JULY 18, 2020**

**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

5/26/17  
Date

Wendy L. Aman  
Name (Print or Type)

Wendy L. Aman  
Signature

Vice-President/Office Manager  
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

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 4582 S. Ulster Street • Suite 240 • Denver, CO 80237 • 303.740.7325 phone • 303.224.9907 fax • huitt-zollars.com

February 24, 2017

Jennifer Shi, PE  
Adams County  
Transportation Department  
4430 Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

Ref: Lowell Boulevard, Clear Creek to W. 62<sup>nd</sup> Avenue  
Change Order Request

Dear Jennifer:

As the County has requested, Huitt-Zollars is submitting this request for a Contract Modification to extend the contract time to include post design services and additional work in conjunction with the roadway widening, sidewalk construction, and drainage improvements on Lowell Boulevard between Clear Creek and W. 62<sup>nd</sup> Avenue. We request to extend our Service Agreement through December 31, 2017.

The specific additional work includes:

#### US Army Corps of Engineers 404 Permit

The USACOE has determined that a remnant (overflow) ditch from the Kershaw Ditch is a jurisdictional waters of the US (WUS). Therefore a 404 permit is required. This work includes a wetlands determination, a habitat suitability assessment for federally threatened and endangered species, and a cultural resource inventory and documentation to accompany a 404 permit application.

#### Utility Potholes

Existing underground utilities will be potholed (37) using a vacuum extraction method to determine existing locations in an effort to avoid conflicts with proposed storm drain facilities.

#### Right-of-Way (ROW) Acquisition Documents

Update and complete ROW acquisition documents due to new additional ROW impacts. Work includes preparation of legal descriptions, plan exhibits and CDOT format ROW plans for new ROW, permanent drainage easements and temporary construction easements required to construct the proposed Lowell Boulevard improvements.

#### Not to Exceed Cost

Our fee estimate for the requested services is \$11,667.00 for the US Army COE 404 Permit, \$25,892.25.00 for the Utility Potholes, \$17,700.00 for the ROW Documents, and \$40,100.00 for additional Huitt-Zollars labor; for a total of \$95,359.25. A manhour/fee estimate is included for detail of the additional Huitt-Zollars labor effort and proposals from subconsultants are provided for the US Army Corps of Engineers 404 Permit (the permit fee includes an additional \$625.00 to revise the Cultural Resources Study as requested by the US Army Corps of Engineers), Utility Potholes and ROW Acquisition Documents.

Thank you for your consideration.

Sincerely,  
HUITT-ZOLLARS



Gerald Prusik, PE  
Vice President