

## THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and CH2M HILL ENGINEERS, INC., a Delaware corporation whose principal business address is 9127 South Jamaica Street, Englewood, CO 80012 (“Contractor”), to further amend the Professional Services Agreement dated April 11, 2014 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. The services identified in Exhibit A (Task Order #4 and Task Order #5) to this Amendment are added to the Agreement, as amended. Section 1(a) of the Agreement, as amended, is amended to read as follows:

a. Services. Contractor will provide the services set forth in Exhibit A, Task Order #2, Task Order #3, Task Order #4, and Task Order #5 (collectively, the “Services”), attached and incorporated by reference.

2. Contractor Representations. Section 1(d) of the Agreement, as amended, is amended to read as follows:

d. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services upon written notice to Contractor.

3. Compensation. Section 2(a) of the Agreement, as amended, is amended to increase the total compensation payable under the Agreement, as amended, in amounts not to exceed **seven hundred ninety-three thousand one hundred thirty four dollars (\$793,134) for Task Order No. 4 and one million, nine hundred and three thousand, nine hundred and eighty nine dollars (\$1,903,989) for Task Order No. 5** and shall read as follows:

a. Compensation. As compensation for the performance of the Services, the City agrees to pay Contractor a sum not to exceed **five million, sixty-four thousand, and eighty-nine dollars (\$5,064,089)**, in accordance with Exhibit A, Task Order #2, Task Order #3, Task Order #4, and Task Order #5, provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.

4. Prosecution of the Services. Section 3(a) of the Agreement, as amended, is amended to read as follows:

a. Prosecution of the Services. Contractor shall, at its own expense, perform all work in a professional and workmanlike manner and shall furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the completion of the Services.

5. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this Amendment, all other terms and conditions of the Agreement, as amended, shall remain unchanged and in full force and effect and shall apply to this Amendment.

6. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.

7. Counterparts; Execution. This Amendment may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

8. Headings. Paragraph headings used in this Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Amendment.

**[Remainder of this page intentionally blank. Signature page(s) follow(s)]**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

## **CITY OF COMMERCE CITY**

Brian K. McBroom, City Manager  
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

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## Laura J. Bauer, MMC, City Clerk

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Robert Sheesley, Interim City Attorney

Recommended for approval:

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Michelle Halstead, Interim Director of External Affairs  
City Manager's Office

CH2M HILL ENGINEERS, INC.

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Danielle L. Yearsley, Transportation Operations  
Engineer  
[must be notarized]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_, 2016,  
by Danielle Yearsley, Transportation Operations Engineer for CH2M Hill Engineers, Inc.

Witness my hand and official seal.

My commission expires:

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Notary Public

## **EXHIBIT A**

# **Commerce City Capital Project Program Management Scope of Services**

## **Task Order 4**

### **May 2016**

#### **Overview**

The City of Commerce City (the "City") is contracting with the CH2M HILL Team ("Contractor") to perform capital projects program management services (the "Services"). The Services will aid the City in implementing a major five (5) year Capital Projects Program by the end of 2018, based on a November 2013, voter-approved sales tax measure (the "Program").

#### **Program Goals**

The City has identified that the following goals and objectives will be managed and measured for the implementation of the Program:

- A. Building high-quality facilities to lower their long-term maintenance costs;
- B. Spending taxpayer dollars wisely and transparently; and
- C. Completing projects on time

#### **Program Scope of Work**

The Program represents a significant investment in the City's parks, recreation and transportation system through new construction. The Program currently includes twelve (12) capital projects funded by both sales tax (2K) and non-sales tax (Non-2K) sources (the "Projects"):

1. Tower Road – 2K
2. Tower/Pena Ramp – Non 2K
3. Colorado State Highway 2 – Non 2K
4. RTD North Metro – Non 2K
5. 96<sup>th</sup> Avenue – Non 2K
6. 104<sup>th</sup> Avenue Phase 3B – Non 2K
7. Fronterra Neighborhood Park – 2K
8. Turnberry Neighborhood Park – 2K
9. Villages East Neighborhood Park – 2K
10. Existing Recreation Center Renovations – 2K
11. Outdoor Pool – 2K
12. Second Creek (new) Recreation Center and Infrastructure – 2K

As the Capital Construction Project Program (CIPP) is refined additional projects may be identified to fall under the scope of this program's services.

#### **Program Schedule**

The City desires that the Program be defined, planned, executed, controlled and closed-out by the end of 2018, or sooner, in order to realize the benefits of the Program's Projects for the citizens of the City.

## **Program Scope of Services**

### **Program Management Services**

The Contractor will support the City throughout the execution of the Program, with the levels and types of resources as will be informed from the preceding Phases. The Consultant has the breadth and depth of capabilities for any type of need or issue as may arise.

The Contractor will provide the following Program Management Services:

#### **A. Risk Management**

Implement and monitor the risk mitigation measures identified in the Program Management Plan and approved by the Infrastructure Executive Leadership Team (IET).

#### **B. Financial & Resource Management**

- i. Prepare monthly financial reports.
- ii. Assist with annual fiscal year budgeting for all involved City departments.
- iii. Create and review technical documents related to Program financing.
- iv. Assist the City in implementing best practices in financial management for the Program.
- v. Assist the City in projecting needed resources based upon project needs and available funding.

#### **C. Program Management & Tracking System**

- i. Prepare monthly progress reports.
- ii. Analyze project reports, assess progress and recommend steps to mitigate process issues.
- iii. Identify decisions and disputes. Facilitate decisions and disputes through the adopted resolution process. Track and document outcomes.
- iv. Assist the City with selection of Design Consultants, Project Managers, contractors and other support service providers.
- v. Assist the City with negotiation of contracts for Design Consultants, Project Managers, contractors and other support service providers.
- vi. Communicate Program progress to citizens, elected officials, project teams, stakeholders and end users in consultation with the City.

### **Program Management Deliverables**

- ✓ Individual Project Review Meetings to determine risks and potential issues.
- ✓ Program and Project Specific Risk and Issues Tracking Logs. Determine strategies to mitigate risks
- ✓ Monthly Reports for the Program Team including schedule and budget status.
- ✓ Monthly updates to the master program schedule to determine progress against the baseline schedule

- ✓ Provide forecast on funding source spend downs
- ✓ Maintain and monitor the individual project budgets including budget change requests and use of contingency budgets
- ✓ Establish and maintain change control logs
- ✓ Establish and maintain an RFP and contracting log
- ✓ Program Management Support
- ✓ Quarterly Update Reports for City Council, Stakeholders, and citizens including schedule and budget status
- ✓ Coordination with Commerce City Communications Team
- ✓ Review, development, and validation of Project Cost Estimates
- ✓ Infrastructure Leadership Team (ILT) and IET Meeting Support
- ✓ Develop and maintain an Executive decision registrar
- ✓ Provide procurement support including review of contracts, and bid plans, and attending interviews
- ✓ Weekly Meeting Support and Attendance
- ✓ Maintain and update the PMIS

## **EXHIBIT A**

# **Commerce City Project Management for Second Creek Infrastructure, New Recreation Center, and Existing Recreation Center Scope of Services**

### **Task Order 5**

**May 2016**

#### **Overview**

The City of Commerce City (the “City”) is contracting with the CH2M HILL Team to provide Project Management Services (the “PM Services”) and Construction Management (the “CM Services”) for the Existing and New Recreation Center Projects and the Second Creek Infrastructure Project (the “PM Services”). These Services will aid the City in implementing the major Capital Projects Program (the “Program”) over the next five (5) years based on a November 2013, voter-approved sales tax measure.

Funding for these services will be originated from project-specific capital budgets as follows:

- Second Creek Infrastructure \$ 843,090
- New Recreation Center \$1,166,840
- Existing Recreation Center \$ 362,700

Invoices for PM Services will identify the amount of each invoice to be allocated to each of these projects.

#### **Project Management Scope of Work**

The scope and tasks for the PM Services are as follows.

##### **Task 1: Project Management**

The Project Managers (PMs) for the PM Services will work closely with the City of Commerce City’s Director of Public Works, Director of Parks, Recreation, and Golf, and the 2K/CIP Program Director. The PMs will be responsible for the day-to-day management of the following consultant teams and work to ensure satisfactory completion of their scope of works.

- Recreation Centers Project Team (Steve Silkworth/PM)
- The Second Creek Infrastructure Project Team (Mary Jo Vobejda/PM)

For the above consult teams, the PM will:

- Be the primary point of contact
- Monitor the project scope, budget, schedule and deliverables
- Review and submit for approval, to the appropriate Director, the consultant’s monthly progress reports and invoices
- Review and submit for approval, to the appropriate Director, any significant schedule

- changes and any contract modifications
- Review and approve all meeting agendas, minutes and meeting materials prepared by the consultants

The PM, with support from the CH2M Team, will:

- Finalize development of the Existing Recreation Center RFP

*Deliverables:*

- Final Existing Recreation Center RFP

### **Task 2: Meetings**

The PMs will prepare for and lead the following meetings

*Meetings:*

- Recreation Center Programming Meetings
- Second Creek Infrastructure Project Team Meetings
- Bi-weekly Internal Second Creek Infrastructure Project Management Team (PMT) Meetings
- Bi-weekly coordination calls with the City's Director of Public Works and Director of Parks, Recreation, and Golf
- Miscellaneous meetings – support City Council meetings, Citizen Advisory Committee meetings or other meetings as may be required in support of PM Services for the Projects

### **Field Project Management Scope of Work**

The scope and tasks for the Field Project Management are as follows.

### **Task 1: Field Project Management**

The Field Project Manager Manager (Field PM) and Field Engineer will work closely with the City of Commerce City's Director of Public Works, Director of Parks, Recreation, and Golf, and the 2K/CIP Program Director. The Field PM will be responsible for the day-to-day management of the following construction projects and work to ensure satisfactory completion of their construction.

- New Recreation Center
- Existing Recreation Center

For the above construction projects, the Field PM will:

- Be the primary point of contact
- Monitor the project scope, budget, schedule and construction activities
- Understand and coordinate the execution of the Construction Projects plans, specifications, and contractual obligations to assure general conformance
- Review and submit for approval, to the appropriate Director, the Contractor's monthly progress reports and invoices
- Review and submit for approval, to the appropriate Director, any significant schedule changes and any contract modifications
- Review and approve all meeting agendas, minutes and meeting materials prepared by the Contractor
- Document, review, and recommend for approval or rejection any change order requests
- Negotiate changes and costs with the Contractor
- Create visual documentation of Construction Project progress through routine and

- event-specific photographs
- Recommend Substantial Completion and Final Acceptance
- Ensure the existence and correctness of Construction Project records including:
  - Original books, records, and documentation for pay items
  - Survey Data including: alignment, benchmark, ROW, section and property ties
  - Scale tickets
  - “As Constructed” plans and shop drawings
  - Geotechnical test results

*Deliverables:*

- Existing Conditions photos and videotape
- Document, review, and submit written recommendation of pay request including verification of quantities of work performed and evaluating of updated schedule.
- Document, review, and submit written recommendation of change order requests, including negotiation details with Contractor, to City for approval
- Submit monthly visual documentation of project construction progress through routine and event specific photographs to City
- Written memos recommending Substantial Completion and Final Acceptance
- Complete project closeout documentation and submit to City including final Record documentation