

FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES

THIS FIRST AMENDMENT ("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 HUITT-ZOLLARS, INC., a HUITT-ZOLLARS, INC., a Texas corporation authorized to conduct business in the State of Colorado whose principal business address is 1717 McKinney Ave, Suite 1400, Dallas, TX 75202-1236 ("Contractor"), to amend the Professional Services Agreement dated July 17, 2014 ("Agreement"). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree to amend the Agreement as follows:

1. Additional Services. The Services, as defined by Paragraph 1(a) of the Agreement, are amended to include the additional services as set forth in Work Orders 1-4 to this Amendment, which Work Orders are attached and incorporated by reference.

2. Compensation. Paragraph 2(a) of the Agreement is amended to by increasing the total compensation payable under the Agreement in the amounts as set forth in Exhibit A, attached and incorporated by reference, and Work Orders 1-4 for a total not to exceed amount of \$2,188,272.00.

3. Term: The Term of the Agreement is extended through March 31, 2018.

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

5. 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.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7. 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.

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

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Robert Sheesley, City Attorney

Recommended for approval:

Maria D'Andrea, Director of Public Works

HUITT-ZOLLARS, INC.

Kim R. Kemper, Senior Vice President

EXHIBIT A

Tower Road Widening Summary of Additional Cost Request

Consultant/Sub-Consultant	Project Close Out	Additional Scope Effort	Total
Huitt-Zollars	\$72,920	\$78,760	\$151,680
FHU	\$0	\$10,330	\$10,330
Goodbee	\$28,032	\$10,886	\$38,918
DHM	\$5,160	\$17,325	\$22,485
SSG	\$3,300	\$10,725	\$14,025
Farnsworth	\$0	\$7,911	\$7,911
Total	\$109,412	\$135,937	\$245,349
Design Support Services during Construction			\$45,000
Work Order #4 Total			\$290,349
Original Contract Amount			\$1,464,002
Work Order #1			\$25,538
Work Order #2			\$253,130
Work Order #3			\$155,253
Work Order #4			\$290,349
Revised Contract Amount			\$2,188,272