

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into effective this 8 day of December, 2023 (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 TEXAS corporation whose principal business address is 4582 South Ulster Street, Suite 240, Denver, Colorado 80237 (“Contractor”), to amend the Professional Services Agreement dated November 29, 2022 as amended by the First Amendment to the Professional Services Agreement dated July 7, 2023 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Second Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Exhibit A of the Agreement is amended to add a Task 6, as detailed in Exhibit 1 of this Amendment:

2. Compensation. Section II / Paragraph A of the agreement is amended to increase the total compensation payable under the Agreement by \$200,971.00. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement exceed \$922,195.04

3. Compensation. Exhibit A of the Agreement, “Cost” is amended to read:

Under no circumstances shall the compensation due and owing to the Contractor for performance of the Services describe herein exceed \$922,195.04.

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

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

6. Counterparts; Execution. This Second 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.

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

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

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



ATTEST:

DocuSigned by:
Dylan Gibson
Dylan A. Gibson, City Clerk

CITY OF COMMERCE CITY

DocuSigned by:
Jason R. Rogers
Jason R. Rogers, City Manager
City Manager's Office

APPROVED AS TO FORM:

DocuSigned by:
John-Patrick Sansom
John-Patrick Sansom, Assistant City Attorney

Huitt-Zollars, Inc.

[Handwritten Signature]
On Behalf of Wendy L. Amann, P.E., Vice president

EXHIBIT 1

Task 6 SERVICES:

Addition of Tasks 6.1 through 6.5 as part of Amendment 2 change in scope of work for Huitt-Zollars.

Task 6.1: Huitt-Zollars will conduct a warrant study at the intersection of E 96th Avenue and Laredo Street. Contractor shall determine if a new traffic signal is warranted.

Deliverables: Contractor shall provide a completed warrant analysis with recommendation. Warrant Study for Laredo Street Traffic Signal, Cost: \$4,500.00.

Task 6.2: Huitt-Zollars will conduct potholing for SUE effort. Utility location. Cost: \$34,061.00

Task 6.3: Design Services for East 96th Avenue & Tower Road and area east of Tower Road tying into new development.

Deliverables: Contractor shall provide Horizontal Control Plans, Roadway Plan & Profiles, Signing and Striping Plans and Roadway Lighting Plans for 96th Avenue extending 900 feet east of the centerline of Tower Road, Cost: \$136,085.00

Task 6.4: Right of way services for the Chamber Road and East 96th Ave intersection. Services to comply with the Scope of Services requirements detailed in Tasks 1.3, 2.6.3 and 3.6, see below.

*Scope of services Task 1.3. **Right-of-Way Research and Ownership Map** - Right-of-way (ROW) acquisition, and easements or temporary construction easements acquisition will be required the entire length of the Project along 96th Avenue. Work shall also include ROW negotiation and acquisition, preparation of ROW plans and legal descriptions, and preparation of environmental documentation and reports.*

Scope of Services 2.6.3 Prepare the final legal descriptions and exhibits (Right-of-Way, permanent and temporary easements) for properties required for the Project.

Scope of Services 3.6 Right-of-Way Plans, Legal Descriptions and Exhibits

Deliverables: Contractor shall provide Right-of-Way Descriptions and Exhibits per Task 3.6.1 in original scope, Cost: \$11,825.00

Task 6.5: Updating Traffic Study for increasing growth rate. Cost: \$14,500.00

EXHIBIT B
HUITT-ZOLLARS PROPOSAL