

## SECOND AMENDMENT TO AGREEMENT FOR DESIGN SERVICES

THIS SECOND 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 **Exhibit A** to this Amendment, which exhibit is 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 of **\$47,418.00** for a total not to exceed amount of \$2,235,690.00.
3. Term: The Term of the Agreement remains as 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.

**[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

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 Project –  
Summary of Additional Cost Request**

<b>Consultant/Sub-Consultant</b>	<b>Hours</b>	<b>Total</b>
Huitt-Zollars	248	\$30,160
FHU	48	\$6,860
DHM	52	\$5,820
SSG	44	\$5,868
Sub-Total		\$48,708
Less Remaining Contract Amount		(\$1,290)
<b>Work Order #5 Total</b>		<b>\$47,418</b>
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
Work Order #5		\$47,418
Revised Contract Amount		\$2,235,690