

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into effective this ____ day of _____, 2017 (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 CORE CONSULTANTS, INC., a Colorado corporation whose principal business address is 1950 W Littleton Boulevard, Suite 109, Littleton, CO 80120 ("Contractor"), to amend the Professional Services Agreement dated May 16, 2017 ("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 are amended as described in Amended Exhibit A dated September 22, 2017, attached hereto.
2. Compensation. Section II.A of the Agreement is amended to increase the total compensation payable under the Agreement in the amounts of \$250,280.
3. Term: The Term of the Agreement is extended through April 30, 2019.
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; Execution. This Agreement 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 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 Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian McBroom, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Robert Sheesley, City Attorney

Recommended for approval:

Michelle Halstead, External Affairs Director
City Manager's Office

CORE CONSULTANTS, INC.

Leonard R Wilson, SVP
[must be notarized]

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement was acknowledged before me on _____, 201____,
by _____ (Name), _____ (Title),
of _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A

Service Authorization dated September 22, 2017

Exhibit A

Service Authorization

Service Authorization No. NA
CORE Project No. 16-025

This Service Authorization identifies the Scope of Services, and related Compensation and Schedule, to be provided by CORE Consultants, Inc. (CORE) for the Tower Road at Pena Boulevard Roadway Improvements Project (Project). This Service Authorization, once executed by the Client and CORE, becomes a part of the Agreement for Professional Services between CORE and Client, dated May 16, 2016. All terms and conditions of the Agreement for Professional Services are incorporated herein by reference.

SCOPE OF SERVICES

The following Scope of Services and Compensation represent additional tasks necessary to advance the Project, incorporating design alternatives, displays, design revisions, plan revisions, report revisions and comparative cost analyses for the completion of the design, reports, construction plans, and specifications associated with the Project. Also included are limited, construction phase support services.

1. Engineer-of-Record Transfer (CORE to FHU)

At the request of the City of Commerce City (City, or Client), the engineer-of-record responsibility was transferred from CORE to FHU after submittal of the 30% plans. The following summarizes the primary tasks performed to accommodate said request:

- 1.1. Integration of CORE files into FHU's systems
- 1.2. Verification by FHU of 30% design accuracy and completeness
- 1.3. Create displays and perform cost analyses to achieve consensus for a 60% submittal

2. Revisions to Interior, Interim Improvements

- 2.1. Develop alternate layout concept
- 2.2. Perform value engineering
- 2.3. Perform cost analyses
- 2.4. Meetings and presentations associated with above

3. Preliminary Design for CCD Consideration

- 3.1. Additional intersection design
- 3.2. Associated traffic signal design for in-bound Pena to Tower Road auxiliary lane and in-bound Pena auxiliary lane
- 3.3. Perform cost analyses

4. 60% Submittal Changes

4.1. Westbound Pena On-Ramp

Revisions made to the on-ramp alignment were made after the 60% submittal comments were received and addressed. Revisions included:

4.1.1. Detention Pond B relocation and redesign

4.1.2. Tower Road phasing revised to construct “inside” lanes first

4.1.2.1. Removal of curb and gutter along Tower Road impacted the storm drainage conveyance design to the ponds.

4.1.3. Tower Road and Eastbound Pena Ramp intersection design was revised, impacting:

4.1.3.1. GESC and Demo plans

4.1.3.2. Drainage Report and Plans

4.1.4. Construction plan revisions associated with the above

5. 90% Submittal Changes

5.1. Prior to the 90% submittal, added curb and gutter in Tower Road required additional changes to the drainage and grading design.

5.2. Removal of Tower Road and Eastbound Pena Ramp intersection items required additional changes to the drainage and grading design.

5.3. Addition of right turn lane from Eastbound Pena off-ramp to southbound Tower Road

5.3.1. Redesign of GESC and drainage plans

5.4. Change to hardscape medians, northbound right turn lane on Eastbound Pena on-ramp, and mill & overlay portions of Tower Road

5.4.1. Redesign and plan changes to the Demo and GESC plans, and storm drainage design and plans

6. Street Lighting Photometric Design

6.1. Research and review documents for the existing roadway lighting system installed in the project area, for Tower Road and the Westbound on/off ramps, to provide a consistent design.

6.2. Provide coordination with the City and County of Denver, City of Commerce City, DIA and Xcel Energy regarding the roadway lighting design criteria.

6.3. Perform a photometric design, and prepare a photometric exhibit of the project area, including the improved reach of Tower Road, and the Westbound on/off ramps to Pena.

6.4. Meetings and correspondence during the design phase to review progress of the lighting design elements.

6.5. Prepare the final street lighting plans for inclusion into the overall construction plan set, and address comments during the review and approval process with the City of Commerce City, City and County of Denver and DIA.

7. Tower Road Right-of-Way and Temporary Construction Easement Exhibits

7.1. Prepare an Exhibit A presenting the location and extent of the permanent right-of-way (ROW) for Tower Road for the Project. Exhibit A will include a metes and bounds legal description of the ROW, and a graphical exhibit. The ROW will be developed for the ultimate, improved section

of Tower Road.

- 7.2. Prepare an Exhibit B presenting the location and extent of the temporary construction easements located either side of the permanent ROW for Tower Road. Exhibit B will include a metes and bounds legal description of the temporary easements, and graphical exhibits.

8. Construction-Phase Services

The following construction phase services will be provided by the CORE Team.

8.1. Bid Services

Review of bid tabulations and bid prices.

8.2. Shop Drawing and Submittal Review

As requested and directed by City, the CORE Team shall review all shop drawings and applicable submittals in accordance with the project specifications and CDOT specifications. The shop drawing submittal review may include the following items:

8.2.1. Bridge

- 8.2.1.1 Shoring plans
- 8.2.1.2 Bridge Demo plans
- 8.2.1.3 Girders
- 8.2.1.4 Reinforcing
- 8.2.1.5 Post-tensioning

8.2.2 Storm Drainage Structures

8.2.3 Traffic Signal Equipment

8.2.4 Miscellaneous Items

8.3 Technical Assistance, Meetings, and RFIs

Provide technical assistance to City project personnel on an as-needed basis. These services shall include, but may not be limited to the following:

- 8.3.1 Continuity of Communication: Maintain communication and liaison with Commerce City during the construction of this project.
- 8.3.2 Meetings: Attend construction related meetings as required for continued coordination and continuity of the project. This includes up to 24 weekly meetings at the site and meetings at City, as requested. The frequency and duration of the site meetings will be coordinated through the CORE Team and City. Documentation of meeting minutes will be conducted by others, such as the lead CM firm.
- 8.3.3 Field Visits: Perform periodic, on-site observation of construction for key bridge activities, including girder erection and the deck pour, and other key construction activities associated with the storm drainage system.
- 8.3.4 Address Questions: Respond to questions in the field that arise relative to the plans, details, or special provisions. Assist with the interpretation of the plans and specifications.
- 8.3.5 Change Order Review: Conduct a review of proposed change order pricing, as requested by City.
- 8.3.6 Technical Review: Technical review of transmittals and information not included in the shop drawing submittals.

- 8.3.7 Request for Information (RFI's): Review, analyze (if required) and provide responses to formal RFI's submitted by the contractor regarding the design plans and specifications of the project.
- 8.3.8 Design Change Notifications (DCNs): Assist with the preparation of City-requested changes to the plans and specifications.

ASSUMPTIONS AND CLARIFICATIONS

The following Assumptions and Clarifications are provided relative to the Scope of Services and Compensation herein:

- 1. Service items to be provided on a combination Time and Materials and Fixed Fee basis.
- 2. Scope of services listed herein include reimbursables.
- 3. Construction phase services are anticipated to begin November 2017 and extend for a period of 18 consecutive months.

SPECIFIC EXCLUSIONS

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

- 1. As-Built Drawings
- 2. Review of material submittals
- 3. Detailed meeting minutes

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

- 1. N/A

COMPENSATION

The Scope of Services provided herein will be provided on a combination Fixed Fee (FF) and Time and Materials Estimate (TME) basis. Each Scope of Services item is noted by either FF or TME as appropriate. FF items will be invoiced on a percent-complete basis as the Project and services progress. TME items will be invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. A copy of CORE's current Schedule of Rates is incorporated herein as Exhibit B.

Item	Task Description	Fee	Type
1	Engineer-of-Record Transfer	\$26,380	FF
2	Revisions to Interior, Interim Improvements	\$20,300	FF
3	Preliminary Design for CCD Consideration	\$18,600	FF
4	60% Submittal Changes	\$54,200	FF
5	90% Submittal Changes	\$21,000	FF
6	Street Lighting and Photometric Design	\$7,800	FF
7	Tower Road ROW and Easement Exhibits	\$4,000	FF
8	Construction Phase Services		
	Bid Services	\$4,500	TME
	Shop Drawing and Submittal Review	\$14,700	TME
	Technical Assistance, Meetings, RFIs, and DCNs	\$78,800	TME
	Total Estimated Fee:	\$250,280	

SCHEDULE

Construction phase services are anticipated to begin November 2017 and are anticipated for a duration of 18-months.

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

CORE Consultants, Inc.

Client: City of Commerce City

Name: Leonard R. Wilson

Name: _____

Title: Senior Vice President

Title: _____

Date: September 22, 2017

Date: _____