

**RESOLUTION AWARDING AN ADDENDUM TO THE AGREEMENT WITH URS FOR  
PROFESSIONAL ENGINEERING SERVICES FOR BRIDGE SCOUR REMEDIATION  
SERVICES**

**Resolution 2014-083**

WHEREAS, URS submitted a proposal for the Bridge Scour Remediation Services, and,

WHEREAS, URS agreed to perform the services in the amount of \$73,624.00.

WHEREAS, URS requests a sixty-day (60) extension to the agreement to complete the work.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that addendum one of the agreement with URS for Bridge Scour Remediation Services be awarded to URS.

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign addendum one to the agreement with URS after negotiation and approval as to form is completed by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 3<sup>rd</sup> day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

ADAMS COUNTY, COLORADO  
FIRST ADDENDUM TO THE  
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 8th day of April, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and URS, located at 8181 E. Tuffs Ave., Denver Colorado 80237, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on October 28, 2013, the County entered into an Agreement with URS, to provide bridge scouring remediation services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term of the agreement through March 12, 2014 at no additional cost to Adams County, and,

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The term of the Service Agreement shall be extended through March 12, 2014 to complete the required services.
2. The Service Agreement and this First Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
3. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by

and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

6. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Construction Agreement.
7. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

[Signature]  
Chairman

4-8-14  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

[Signature]  
Deputy Clerk



Approved as to form:  
[Signature]  
Adams County Attorney's Office

URS CORPORATION

[Signature]

Name

VICE PRESIDENT

Title

Signed and sworn to before me on this 27 day of March, 2014 by

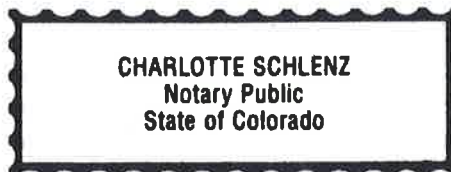
Travis Boone

[Signature]

Notary Public

My commission expires on: 3/16/15

03/27/14  
Date



# Memorandum

*Request is approved*

*Barbara Majjar*

*1 - 10 - 14*

Date: January 9, 2013

To: Antonio Tebsherani, Adams County Transportation/Engineering &  
Russ Nelson, Adams County Assistant Engineering Manager

From: Bob Christensen, PE, CFM

Subject: Request for Extension of Performance Period for Project 2013.215  
Adams County Bridge Scour Remediation

URS requests an extension of the performance period for the subject project. The justification for this request is based on circumstances that altered the anticipated scope of work and schedule. The items below highlight the conditions that warrant the requested performance period extension.

- The 2013 Colorado floods exacerbated the scour condition at the Henderson Road Bridge resulting in a load restriction imposed by Adams County on bridge traffic and the need to perform a bridge structural analysis. The structural analysis was necessary to determine the appropriate scour countermeasure design for this bridge. Since no design or survey documents were available for this bridge, Adams County and URS coordinated with a number of consultants (Martin/Martin, Olson, and Kumar) to obtain the needed information. The required geotechnical report was the last needed report received by URS to complete the structural analysis task and it was received on 12/13/2013.

A portion of the work performed and identified above is outside the contract scope of services. Specifically, our time coordinating with the identified consultants in order to evaluate the existing bridge structure may require us to request a fee adjustment. Currently we forecast that we will be very close to completing the work within budget, despite this out of scope work, but we do want to identify this future fee adjustment possibility.

- Channel surveys beneath the bridges, necessary to perform the work, were provided by Adams County according to the agreement. This information was provided on 11/22/2013.

URS proposes the following schedule for completion of this project:

**Week of January 17** – URS presents alternative designs to Adams County, including expected cost estimates for each presented alternative.

**Week of January 24** – Adams County selects desired alternative and URS provides preliminary design, bid documents, and reports to the County for review and comment.

**Week of January 31** – URS submits final plans and bid documents.

**Week of February 7** – Project is advertised for construction, pending County permit process.

URS suggests that the performance period be extended for an additional 60 days, terminating on approximately March 12.

cc: Travis Boone, PIC