

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **H.C. PECK & ASSOCIATES, INC.**, a Colorado corporation with its principal place of business located at 4001 Fox Street, Denver, CO 80216 (the “Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Agreement (Real Estate Right of Way Services - On Call) dated December 18, 2015 (the “Agreement”) for right-of-way acquisition projects on an as-needed, on-call basis.

**B.** The Agreement incorrectly identified the Consultant as “H.C. PECK AND ASSOCIATES, INC.”, but the Parties acknowledge the Consultant’s correct legal name is H.C. PECK & ASSOCIATES, INC.

**C.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend Exhibit B.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references in the Agreement to “H.C. PECK AND ASSOCIATES, INC.” are hereby deleted and replaced with “H.C. PECK & ASSOCIATES, INC.”

2. Section 2 of the Agreement entitled **TERM** is amended to read as follows:

“**2. TERM:** The term of the Agreement runs from October 1, 2015 to October 10, 2025, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“Term”). If the term of any Scope of Work extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Scope of Work; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.c below.”

3. Section 3.c. of the Agreement entitled **Maximum Contract Amount** is amended to read as follows:

**c. Maximum Contract Amount:** Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of TEN MILLION DOLLARS AND ZERO CENTS (\$10,000,000.00). The Consultant acknowledges that the City is not

obligated to execute an Agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in the Scope of Work described above are performed at Consultant's risk and without authorization under this Agreement.

The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City."

4. Exhibit B regarding hourly rates and rates for services attached to the Agreement is hereby replaced with the **Exhibit B** attached hereto.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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**Contract Control Number:**  
**Contractor Name:**

FINAN-202055155-01/ Alfresco FINAN-201523944-01  
HC PECK & ASSOCIATES INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

Contract Control Number:  
Contractor Name:

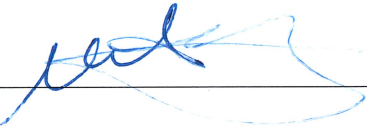
FINAN-202055155-01/ Alfresco FINAN-201523944-01  
HC PECK & ASSOCIATES INC

By: 

Name: JE PARKER, JR.  
(please print)

Title: EXECUTIVE VICE PRESIDENT  
(please print)

ATTEST: [if required]

By: 

Name: Michelle Anthony  
(please print)

Title: Assistant Secretary  
(please print)

**Exhibit B**

Exhibit on Following Page

RATES/PRICING APPENDIX



	Principal	Sr Project Mgr Hr	Project Mgr Hrs	Sr. R/W Agent	R/W Agent III Hrs	R/W Agent II Hrs	R/W Agent I Hrs
<b>2020 to 2025 Hourly Rates-Fees</b>							
<b>Applicable for all of the scope items listed below except as noted for title services (attached as noted).</b>	168	144	133	120	109	96	85
<b><u>Due Diligence Activities:</u></b>							
o Obtain and review title commitments; document all relevant information on a parcel by parcel basis.							
o Create preliminary acquisition schedule; update in accordance with requirements listed below.							
o Obtain vesting deeds and/or legal descriptions as needed. <b>SEE ATTACHED RATE SHEET.</b>							
o Identify any existing conditions that may impact the cost, schedule or logistics of acquiring real estate interests for the project.							
<b><u>Activities Related to Land Acquisition and Relocation:</u></b>							
o Attend project meetings; create and maintain detailed land acquisition and relocation schedule for each interest to be acquired; show progress relating to the estimated completion of each acquisition as it relates to established milestones within the land acquisition schedule.							
o Coordinate all necessary tasks associated with the City, other governmental agencies, project engineers, project appraisers and other applicable agencies and/or persons involved in the Project.							
o Provide Chief Engineers Cost Estimate to CDOT if needed for the project; update estimate if needed.							

<ul style="list-style-type: none"> <li>o Coordinate Right of Way (ROW) plan approval including obtaining all clearances and other approvals needed from CDOT and/or other applicable governing agencies if needed for the project.</li> </ul>		
<ul style="list-style-type: none"> <li>o Attend Right of Way Plan Review (ROWPR) meetings as needed, if needed for the project; document content of topics discussed in each meeting and distribute content to all appropriate parties.</li> </ul>		
<ul style="list-style-type: none"> <li>o Prepare from City templates, review and assist with the negotiations of all legal documents necessary for land acquisition and relocation activities. Documents may include Purchase and Sale Agreements, Deeds, Railroad Agreements, License Agreements and Permanent and/or Temporary Agreements.</li> </ul>		
<ul style="list-style-type: none"> <li>o Work with City Agencies to prepare estimates for acquisitions and relocations</li> </ul>		
<p><b>Appraisal and Appraisal Review Activities:</b></p>		
<ul style="list-style-type: none"> <li>o Coordinate and hire appraisers on behalf of the City</li> </ul>		
<ul style="list-style-type: none"> <li>o Work directly with the appraiser(s) and property owner(s) to coordinate all due diligence activities so the appraisal(s) for each acquisition can be drafted in accordance with the <b>guidelines as established by the CDOT appraisal manual or other applicable guidelines.</b></li> </ul>		
<ul style="list-style-type: none"> <li>o Coordinate appraisal process with title work plans and legal descriptions.</li> </ul>		
<ul style="list-style-type: none"> <li>o Coordinate all activities to obtain a Fair Market Value (FMV) Report for each acquisition, if applicable.</li> </ul>		
<ul style="list-style-type: none"> <li>o Prepare value findings when appropriate.</li> </ul>		







<p>o Supporting the attorneys handling the condemnation cases and provide litigation support including coordination with the appraiser, negotiator, and expert witnesses; help create exhibits and other trial exhibits.</p>																					
<p>Reimbursable Expenses</p> <p>Hourly rates do not include the following expenses reimbursable at cost:</p> <p>Reproduction costs (third party)</p> <p>Courthouse instrument copies</p> <p>Recording, notary, license &amp; permit fees</p> <p>Postage, delivery and express mail</p> <p>Maps</p> <p>Tax Certificates</p> <p>Special Delivery</p> <p>Parking and tolls</p> <p>Mileage at the current IRS rate</p>																					

**HC PECK FEE SCHEDULE – CCD ON-CALL  
OCTOBER, 2020 TO OCTOBER 2025  
TITLE SERVICES**

Title Commitment (includes 5 hours research)	\$685.00 each
Linked Commitment (as available)	\$740.00 each
Extensive Research or Title Research	\$137.00 per hour
Title Updates	\$213.00 each
Recording	\$ At cost
Closing Fees	\$640.00 each
Acquiring documents from County Records	\$137.00 per hour
Or other Governmental Agencies	\$137.00 per hour
Securing Partial Releases	\$137.00 per hour
JEP Requested Time - Research/Reports	\$210.00 per hour
*Title Insurance per published Underwriters Rates on date of issuance	

**Reimbursable Expenses**

Proposed hourly rates do not include the following expenses reimbursable at cost:

- Reproduction costs (third party)
- Courthouse instrument copies
- Recording, notary, license & permit fees
- Postage, delivery and express mail
- Maps
- Tax Certificates
- Special Delivery
- Parking and tolls
- Mileage at the current IRS rate