

## SECOND AMENDATORY AGREEMENT

(Real Estate Right of Way Services – On call)

This **SECOND AMENDATORY AGREEMENT** is made by and 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, whose address is 3900 East Mexico Avenue, Ste. 530, Denver, Colorado 80210, (the “Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Agreement (Real Estate Right of Way Services - On Call) dated December 18, 2015, and an Amendatory Agreement dated October 26, 2020 (collectively, the “Agreement”) for right-of-way acquisition projects on an as needed, on-call basis.

**B.** The Parties wish to amend the Agreement to extend the term, update paragraph 6-Examination of Records, update paragraph 18-Notices, update paragraph 20-Governing Venue, update paragraph 21-No Discrimination in Employment, update paragraph 28-No Employment of Illegal Aliens, add paragraph 33-Compliance with Denver Wage Laws, and update the pricing/rates exhibit.

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

**1.** Section 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **October 1, 2015**, and will expire on **December 31, 2030** (the “Term”). The Term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.c below.”

**2.** Section 6 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“6. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.”

3. Section 18 of the Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

“18. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written:

With a copy of any such notice to:

H.C. Peck & Associates, Inc.  
3900 East Mexico Avenue, Ste. 530  
Denver, Colorado 80210

and if to the City at:

Director, Division of Real Estate or Designee  
201 West Colfax Ave., Dept. 1010  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification."

4. Section 20 of the Agreement entitled "**GOVERNING LAW/VENUE:**" is hereby deleted in its entirety and replaced with:

**"20. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court)."

5. Section 21 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT:**" is hereby deleted in its entirety and replaced with:

**"21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income,

military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

6. Section 28 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“28. [RESCINDED.]”

7. Section 33 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“33. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

8. **Exhibit B, Hourly Rate Schedule** is hereby deleted in its entirety and replaced with **Exhibit B-1, Pricing/Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

10. This Second 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.

**Contract Control Number:**

FINAN-202580288-02|201523944-02

**Contractor Name:**

H.C. 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:

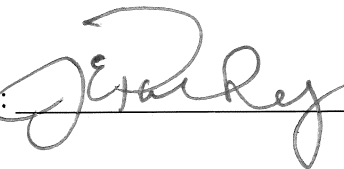
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**Contract Control Number:**

FINAN-202580288-02|201523944-02

**Contractor Name:**

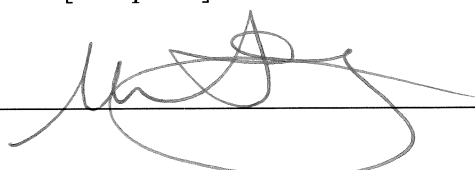
H.C. PECK & ASSOCIATES, INC

By: 

Name: JEFFREY JR  
(please print)

Title: E.V.P.  
(please print)

ATTEST: [if required]

By: 

Name: Michelle Anthony  
(please print)

Title: Assistant Secretary  
(please print)

## EXHIBIT B-1

### H.C. Peck & Associates, Inc. A National Land Service Company

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#### HC PECK FEE SCHEDULE – CCD ON-CALL OCTOBER, 2025 TO OCTOBER 2030 TITLE SERVICES

Title Commitment (includes 5 hours research)	\$875.00 each
Extensive Research or Misc. Title Research	\$175.00 per hour
Title Updates	\$240.00 each
Recording	\$ At cost
Closing Fees	\$600.00 each*
Acquiring documents from County Records	\$175.00 per hour
Or other Governmental Agencies	\$175.00 per hour
Securing Partial Releases	\$127.00 per hour
JEP Requested Time - Research/Reports	\$262.00 per hour

\*Current fee as filed with the Colorado Division of Insurance. This rate could escalate as high as \$750 during the term hereof.

#### **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
- Wire transfer fees

<b>2025 to 2030 Hourly Rates-Fees</b>	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>Applicable for all of the scope items listed below except as noted for title services (attached as noted).</b>	262	184	161	148	138	127	115
<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.							



○ 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.							
○ 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.							
○ 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.							
Work with City Agencies to prepare estimates for acquisitions and relocations							
<b><u>Appraisal and Appraisal Review Activities:</u></b>							
Coordinate and hire appraisers on behalf of the City							
○ 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>							
○ Coordinate appraisal process with title work plans and legal descriptions.							
○ Coordinate all activities to obtain a Fair Market Value (FMV) Report for each acquisition, if applicable.							
○ Prepare value findings when appropriate.							

o The City, in its sole discretion, shall either select and/or approve all of the appraisers for each particular project and such appraisers shall be subcontractors of the firm(s) selected in accordance with this RFQ .							
<b><u>Acquisition</u></b>							
o Coordinate the preparation, negotiation, execution and delivery of all necessary documents including:							
▪ Notices of intent to acquire							
▪ Offer letters and summary of just compensation							
▪ Final offer letters							
▪ Last written offer letters							
▪ Land acquisition and relocation documents							
o Conduct negotiations with each owner for the acquisition of the needed property rights in accordance with all applicable Federal, State and City and County of Denver laws.							
o Provide property management duties when necessary.							
o Obtain all required documentation to ensure a successful closing of interests in real estate including partial releases/subordinations and tax pro-rations.							
o Coordinate and attend all real estate closings.							
o Provide escrow services as needed							
<b><u>Relocation</u></b>							
o Complete Acquisition Stage Relocation Plan (7-B Study) of affected properties.							
Interview relocatees to determine special relocation needs.							

○ Search for availability of suitable replacement sites.							
○ Determine if relocation can be accomplished in the time frame given.							
○ Prepare Relocation Determinations, payments requests and settle claims for moving costs.							
○ Obtain at least two moving estimates from commercial movers; present list of approved moving benefits to each business and offer relocation assistance as needed.							
<b><u>Closing Matters</u></b>							
○ Obtain and update all title commitments as needed.							
○ Obtain title insurance based upon property final settlement amount or as otherwise directed by the City.							
○ Secure all necessary releases and/or subordination documents and associated costs.							
○ Coordinate and manage all activities in order to conduct a successful real estate closing for all acquisitions.							
○ Create, maintain and submit comprehensive project files for each closing. Said file shall include all pertinent documents related to closing of the acquisition.							
<b><u>Escrow Services</u></b>							
○ Set up escrow account, funded by the project, and administer all payments for each project as directed by the City.							
○ Create and maintain a master spreadsheet of all escrow account activity; submit to City representative no less than once per month.							
<b><u>Litigation Support</u></b>							

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.							
Reimbursable Expenses							
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	Wire						
tansfer fees							