

**FIRST AMENDMENT TO COLORADO BLVD BICYCLE AND PEDESTRIAN
IMPROVEMENTS DESIGN 2021-09-PW**

THIS FIRST AMENDMENT TO COLORADO BLVD BICYCLE AND PEDESTRIAN IMPROVEMENTS DESIGN 2021-09-PW (“Amendment”) is made and entered into effective this ____ day of _____, 2023 (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 MICHAEL BAKER INTERNATIONAL INC., a Pennsylvania corporation whose principal business address is 165 South Union Boulevard, Suite 1000, Lakewood, CO 80228 (“Consultant”), to amend the Colorado Blvd Bicycle and Pedestrian Improvements Design 2021-09-PW dated April 26th, 2022 (“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. Section I, Paragraph A, “Services”, of the Agreement is hereby modified to add and include the following services in the services the Consultant will provide as part of the Agreement.
 - a. Additional ROW Boundary Survey
 - b. Temporary Easement exhibits, staking, and title commitments
 - c. Utility Test Holes
 - d. Pavement Design

Details of the above services to be added are included in Exhibit 1 of this Amendment.

2. Compensation. Section II, Paragraph A of the Agreement is amended to increase the total maximum compensation payable under the Agreement by **\$153,637.00** to reflect the addition and inclusion of the services in Exhibit 1 of this Amendment. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement exceed a sum of **\$639,508.32**

3. 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.

4. 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.

5. 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.

6. 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)]

EXHIBIT 1

Additional Services to be Completed as Part of the Agreement

CONTRACTOR: Michael Baker International, Inc.

LOCATION(S) OF SERVICES: Colorado Boulevard from E 68th Ave to E 70th Ave.

GENERAL DESCRIPTION OF SERVICES: Preliminary and Final Design to include the Right-of-Way scope, which includes establishing property lines, preparing legal descriptions and exhibits, and securing title commitments for temporary easements. The amended services shall also include completing utility test holes and pavement design.

COMPENSATION: Compensation due to the Contractor for performance of the Services described in the Agreement, including this Amendment, shall not exceed a total sum of \$639,508.32.

APPLICABLE STANDARDS, STANDARDS, and GUIDELINES: All Services shall be performed in strict conformance with City of Commerce City Roadway Standards and CDOT Specifications.

SERVICES DETAILS

As part of the Scope of Services for this Agreement, as added and included under this Amendment, the Contractor shall perform the following tasks and produce the following deliverables in accordance with the Schedule (as may be modified based upon mutual agreement of the Parties) contained herein.

TASK 1: SURVEYING SERVICES:

Item 1-- Management/QC

- This task includes QC time, project oversight and time for billing/invoicing.

Item 2 – Right-of-Way Survey (ROW)

- Contractor will review and draft the existing ROW plans to establish an existing ROW for Colorado Blvd. within the project limits set forth in the original scope of work.
- Contractor will search for and survey existing ROW monuments, property corners, and aliquot corners along the corridor.
- Contractor will also conduct a research of existing subdivision and land survey plats along the corridor to ensure that there are not any gaps or overlaps between private property and CDOT ROW.
- Contractor will prepare ROW plans per CDOT Standards

Item 3 – Easements

- It is anticipated that there will be twelve (12) affected parcels that will require Temporary Construction Easements (TCEs)
- Contractor will stake each of the twelve (12) easements for appraisal one time
- Contractor will order twelve (12) Title Commitments

Item 4 – Utility Test Holes

- Contractor will coordinate and oversee twenty (20) utility test holes up to ten (10) feet in depth and eighteen (18) inches wide that will delineate Quality Level A at those certain test hole locations.
- Contractor will update the existing SUE Plans with the QL-A data

Deliverables

- PDF of ROW Plans sealed by a Colorado registered professional surveyor
- PDF of Legal Description and Exhibit for twelve (12) TCEs sealed by a Colorado registered professional surveyor

Exclusions:

- Post-construction as-builts
- Monumentation of existing or proposed right-of-way
- Obtaining Right-of entry is not part of this scope

Assumptions:

- All survey work will be performed within the right-of-way and field personnel will not enter onto private properties.
- Contractor will respond to one set of comments for ROW plans and Legal Descriptions provided by the City

TASK 2: RIGHT-OF WAY SERVICES

Item 1 – Title Commitments

Contractor to secure title commitments for private properties as required on behalf of CLIENT.

Item 2 – Title Research

Contractor to acquire vesting deeds for properties from which temporary easements will be required for submittal with ROW plans.

Item 3 – Notice of Intent to Acquire Pursuant to Title 38

Contractor to prepare and deliver Notices of Intent to Acquire (Notice) in compliance with CRS §38-1-121 and the CDOT Right of Way Manual (the Manual). Notice will be accompanied by a legal description(s) of the property interests to be acquired, a copy of the appropriate plan sheet(s), if available, identifying the location of the real property interest(s) to be acquired, and the appropriate contact information for TRS in the event the owner has questions or requires additional information.

Appraisals are not anticipated, as the estimated values of the temporary easements will be less than \$5,000.

Contractor will prepare and incorporate a Permission to Enter (PTE) to include with the Notice. When granted, the PTE will permit the CLIENT and its Contractors access to the property for inspection and/or testing.

Item 4 – Value Findings

Non-complex parcel acquisitions estimated to be less than \$10,000 in value may be valued informally under appraisal waiver provisions, commonly known as a “value finding”. Parcel staking shall be coordinated between Contractor, the CLIENT and/or the CLIENT's surveyor. TRS will conduct site inspections and provide an invitation for the owner to attend

when a value finding is utilized.

Contractor will prepare value findings utilizing CLIENT approved forms and based upon available market information. The CLIENT will review and approve value findings as fair market value and the basis for an offer.

Item 5 – Acquisition/Negotiations

Contractor to secure the CLIENT's written Consent to Fair Market Value (FMV) by value finding approval as a basis for an offer to acquire. FMV established by CLIENT's approved value finding will serve as the basis for the CLIENT's written offer of just compensation to the property owner.

Contractor will review Project related information furnished by the CLIENT including, but not limited to: right of way plans, design or construction plans, legal descriptions, title commitments, and other items as necessary.

Contractor will deliver an Offer to Acquire (Offer) to the owner or owner's representative personally or with delivery signature required, generally Certified U.S. Mail or FedEx. Offer shall include:

- Letter of Offer;
- Legal description(s) of the property interests to be acquired;
- Summary Statement of Just Compensation;
- Real Estate Purchase Agreement or Memorandum of Agreement
- Temporary Construction Easement;
- IRS Form W-9, Request for Taxpayer Identification Number and Certification;
- Return envelope (as applicable).

Contractor will review the Offer and associated documents with the owner and explain the CLIENT's acquisition processes as pertains to the owner.

Upon owner's acceptance of an offer from the CLIENT, Contractor will prepare and submit to the owner settlement documents consisting of the CLIENT's form of Agreement, W-9, temporary easements, and other appurtenant documents to secure a contract to acquire. Upon owner's execution of the foregoing documents, TRS shall submit the acquisition settlement package to the CLIENT for review and approval.

If an owner provides a counteroffer, Contractor will review the counteroffer with the CLIENT. For reasonable counteroffers to which settlement is in the public interest, Contractor will include a written analysis and recommendation to the CLIENT's designated Project Manager.

If the Offer is neither accepted by the owner, nor a reasonable counteroffer from owner is approved by the CLIENT within 30 days of the date of the offer, TRS shall deliver the CLIENT's Final Offer to Acquire (Final Offer) to the owner extending the CLIENT's original offer or another amount as determined by the CLIENT. The Final Offer will have a 10-day period for response from the Owner.

The CLIENT may request negotiations continue beyond expiration of the final offer, at the CLIENT's discretion. The CLIENT may extend additional settlement offers to the owner to reach a negotiated agreement.

If negotiations fail, the CLIENT may exercise its condemnation authority pursuant to Title 38, C.R.S.

Item 5 – Condemnation Support

If negotiations with an owner are at an impasse, a condemnation package including the Offer, Final Offer, settlement offer, appraisal, Notice, related correspondence, the right of way agent's negotiator's log, and updated title information will be prepared and submitted to the CLIENT's Project Manager.

With CLIENT approval in advance, an Agreement for Possession and Use may be presented to an owner and executed by

the owner prior to the CLIENT's Attorney filing a condemnation lawsuit.

Contractor personnel will be available to assist with condemnation proceeding, including: meetings with the client; participation with pre-trial preparation; assistance with mediation or settlement development; and participation in possession hearings.

Item 6 – Closing Coordination

As these are contemplated to be temporary easements only, after approval of a settlement by the CLIENT, Contractor will coordinate payment processing and delivery of the agreed upon consideration to the owner and secure a receipt for payment.

Contractor shall facilitate and coordinate these services under the direction of the CLIENT's Project Manager, CLIENT's Real Property Manager, and/or the CLIENT's attorney, as applicable.

Contractor will prepare temporary easements and any other closing documents using CLIENT/CDOT approved forms. At the CLIENT's discretion, temporary easements will be recorded with the Adams County Clerk & Recorder.

Item 6 – Project Management

Contractor's designated Project Manager will be responsible for coordination of right of way activities with the CLIENT's Project Manager, including but not limited to:

- Scheduling;
- Cost estimating;
- Project status meetings/conference calls;
- Oversight of Project tasks;
- Status reporting;
- Preparation of ROW clearance for CLIENT's transmittal to CDOT.

Item 7 - Quality Assurance \ Records Management

TRS will retain a current file during the right of way acquisition phase of a Project and submit one complete original file for each Project parcel (by ownership) to CLIENT upon completion of right of way activities associated with said Project. The file submitted to the CLIENT shall be reviewed for completeness and quality, and incorporate the CLIENT's standard Q/A checklist

Deliverables shall include any and all documents affecting the parcel including, but not limited to:

- Approved Value findings;
- Notices of Intent;
- Permissions to Enter;
- Title Commitments (if secured)
- Legal Descriptions;
- Offers;
- Final Offers/Settlement Offers;
- Purchase Agreements/Memorandum of Agreements; Negotiation records/logs;
- Miscellaneous correspondence, letters, memos;
- Executed closing documents

- Executed/recorded conveyances

A quality assurance review will be performed by Contractor on all parcel files to determine that all documentation is proper and to demonstrate compliance with CLIENT requirements.

TASK 3: PAVEMENT DESIGN

Item 1 - Field Explorations and Laboratory Testing

Three pavement borings completed in Colorado Blvd.

Two borings will be completed to a depth of 5 feet to support pavement design

One boring will be drilled to a depth of 15 feet to support pavement design and subsurface characterization for potential utility improvements.

Total drilling footage is assumed to be 25 feet. A geologist or geotechnical engineer will log borings and collect samples for classification and laboratory testing. Laboratory testing may include moisture content, Atterberg limits, grain size distribution, dry density, swell, R- value, and corrosion, as appropriate.

Item 2 - Analysis and Reporting

A geotechnical engineer will analyze the data generated during the subsurface exploration program in developing geotechnical engineering recommendations for pavement design and construction considerations for utility improvements. The report will be signed and sealed by a professional engineer registered in the State of Colorado. We will prepare a draft version of the report for review by the project team. After receiving and incorporating comments, we will finalize the report.

The report will include a pavement design for Colorado Blvd in accordance with the CCC

Engineering Construction Standards and Specifications. The report will include recommendations for a flexible pavement section for the roadway and subgrade treatment for the roadway proposed trail and sidewalk. The report will also include excavation considerations for proposed utility improvements.

- All borings will be completed in CCC right-of-way (ROW), and we will obtain a ROW permit from CCC.
- Work hours in CCC ROW will be 9am to 3pm.
- Traffic control will consist of a lane closure with flagging.
- Groundwater will be measured during drilling; no monitoring wells or piezometers will be installed.
- No waste profiling of investigative derived waste will be performed.
- Mechanistic-Empirical (ME) pavement design is not included.
- Borings will be backfilled with flow fill. Drill cuttings will be removed from the site.
- At the completion of drilling, SW will stake/mark the boring location.
- The SW project manager will attend 4 hours of meetings.
- Utility clearing will be performed to safely perform geotechnical drilling. All work will be completed during before March 1, 2023.

Deliverable shall be a report signed and sealed by a professional engineer registered in the state of Colorado to include pavement and design and construction considerations for utility improvements.



Fee Spreadsheet - Amendment 1 with ROW Survey, ROW Plans, ROW Acquisition, and Potholing

Project Name: Colorado Blvd Widening Including Bicycle and Pedestrian Improvements
Performed By: Kristin Scott
Date: 04-Oct-22

MBI Fee Spreadsheet

WBS	Task Name	Subtotal	King, Eric Project Manager II \$190.00	Scott, Kristin Civil Engineer III \$135.00	
1.0 Project Management	Amendment 1	3	1	2	
		0			
		0			
		0			
		0			
Subtotal 1.0 Project Management		3	1	2	0
Total Labor Hours		3	1	2	0

	Baker Labor Fee			
1.0 Project Management	\$460.00	\$190.00	\$270.00	
Subtotal Labor Fee	\$460.00	\$190.00	\$270.00	

Company	Subconsultants	General Description of Service	Subtotal Sub
HCL		ROW Surveying, ROW Plans, Potholing	\$85,300.00
TRS		ROW Acquisition	\$64,635.00
Shannon and Wilson		Pavement Design	\$3,242.00
Total Subconsultants			\$153,177.00
Project Total			\$153,637.00

September 21, 2022

Eric King
Michael Baker International
165 S. Union Blvd., Suite 1000
Lakewood, CO 80228
720-514-1136
Eric.king@mbakerintl.com

RE: Professional Surveying Services – Commerce City, Colorado Blvd.

Dear Eric,

Thank you for allowing us to submit our proposal for the above referenced project. In response to your request for proposal for consulting services, HCL Engineering & Surveying, LLC (HCL), would be pleased to provide the professional Surveying services you require for this project.

Item 1-- Management/QC

This task includes QC time, project oversight and time for billing/invoicing.

Item 2 – Right-of-Way Survey (ROW)

- HCL will review and draft the existing ROW plans to establish an existing ROW for Colorado Blvd. within the project limits set forth in the original scope of work.
- HCL will search for and survey existing ROW monuments, property corners and aliquot corners along the corridor.
- HCL will also conduct a research of existing subdivision and land survey plats along the corridor to ensure that there are not any gaps or overlaps between private property and CDOT ROW.
- HCL will prepare ROW plans per CDOT Standards

Item 3 – Easements

- It is anticipated that there will be twelve (12) affected parcels that will require one Temporary Construction Easements (TCE's)
- HCL will stake twelve (12) easements for appraisal one time
- HCL will order twelve (12) Title Commitments

Item 4 – Utility Test Holes

- HCL will coordinate and oversee twenty (20) utility test holes up to ten (10) feet in depth and eighteen (18) inches wide that will delineate Quality Level A at those certain test hole locations. *(This fee is an estimate and will be billed as an exact fee once the utility test holes are complete)
- HCL will coordinate and oversee the utility test hole operations
- HCL will update the existing SUE Plans with the QL-A data

DELIVERABLE

- PDF of ROW Plans sealed by a Colorado registered professional surveyor
- PDF of Legal Description and Exhibit for twelve (12) TCE's sealed by a Colorado registered professional surveyor

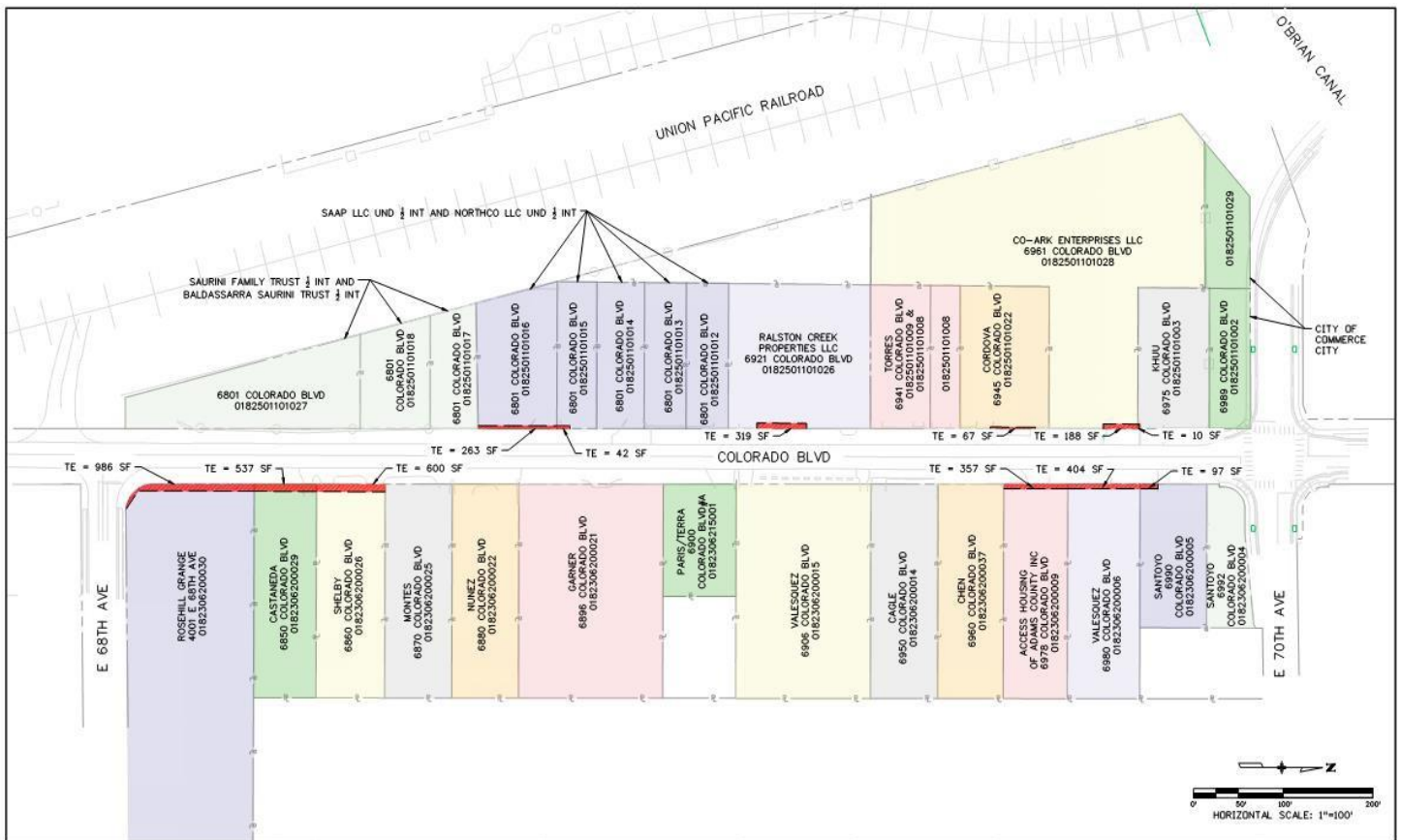
Proposal Exclusions:

- Post-construction as-builts
- Monumentation of existing or proposed right-of-way
- Obtaining Right-of entry is not part of this scope

Proposal Assumptions

- All survey work will be performed within the right-of-way and field personnel will not enter onto private properties.
- It is assumed that HCL will respond to one set of comments for ROW plans and Legal Descriptions.

Assumed Affected Parcels for TCE:



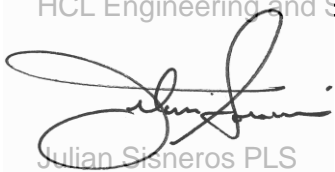
COMPENSATION

Fee for Items 1-3 above \$44,800
Fee for Item 4 above (Test Holes) \$40,500
TOTAL Fee \$85,300

We sincerely appreciate the opportunity to work with you on this project. Please let us know if you have any questions or need any further information.

Sincerely,

HCL Engineering and Surveying, LLC



Julian Sisneros PLS

Director of Surveying & Mapping



SCOPE OF REAL ESTATE SERVICES

Date: September 22, 2022
Project: Voyager Parkway and Razorback Road
Agency: Public Works/Traffic Engineering
Consultant: Michael Baker
Consulting Project Manager: Eric King, PE

The CONSULTANT herein will provide CLIENT with real estate/right of way support services, consistent with the task list attached, as identified by checking the appropriate box(es) below:

- A. TITLE COMMITMENTS
- B. TITLE REVIEW
- C. NOTICE OF INTENT TO ACQUIRE PURSUANT TO TITLE 38 CRS
- D. VALUE FINDINGS
- E. ACQUISITION/NEGOTIATIONS
- F. DONATIONS/GIFTS
- G. CONDEMNATION SUPPORT
- H. CLOSING COORDINATION
- I. PROJECT MANAGEMENT
- J. QUALITY ASSURANCE/RECORDS MANAGEMENT

CLIENT Contact Information

Eric King, P.E.
Project Manager
Michael Baker International
165 South Union Boulevard, Suite 1000
Lakewood, CO 80228
Phone: 720.514.1136
Eric.king@mbakerintl.com

CONSULTANT Contract Officer

Brad Rodenberg
Vice President
TRS Corp.
7222 Commerce Center Drive, Suite 130
Colorado Springs, CO 80919
Office: 719.494.8067
Mobile: 303.378.6238
brad.rodenberg@trscorp.us

PROPERTIES CONTEMPLATED PURSUANT TO THIS SCOPE:

See Exhibit attached

ROSEHILL GRANGE

4001 E 68TH AVE
0182306200030

CASTANEDA
6850 COLORADO BLVD
0182306200029

SHELBY
6860 COLORADO BLVD
0182306200026

MONTES
6870 COLORADO BLVD
0182306200025

NUNEZ
6880 COLORADO BLVD
0182306200022

GARNER
6896 COLORADO BLVD
0182306200021

PARIS/TERRA
6900
COLORADO BLVD#A
0182306215001

VALESQUEZ
6906 COLORADO BLVD
0182306200015

CAGLE
6950 COLORADO BLVD
0182306200014

lt lt

CHEN
6960 COLORADO BLVD
0182306200037

ACCESS HOUSING
OF ADAMS COUNTY INC
6978 COLORADO BLVD
0182306200009

VALESQUEZ
6980 COLORADO BLVD

TORRES
6941 COLORADO BLVD
0182501101009 &
0182501101008

0182501101008

CORDOVA
6945 COLORADO BLVD
0182501101022

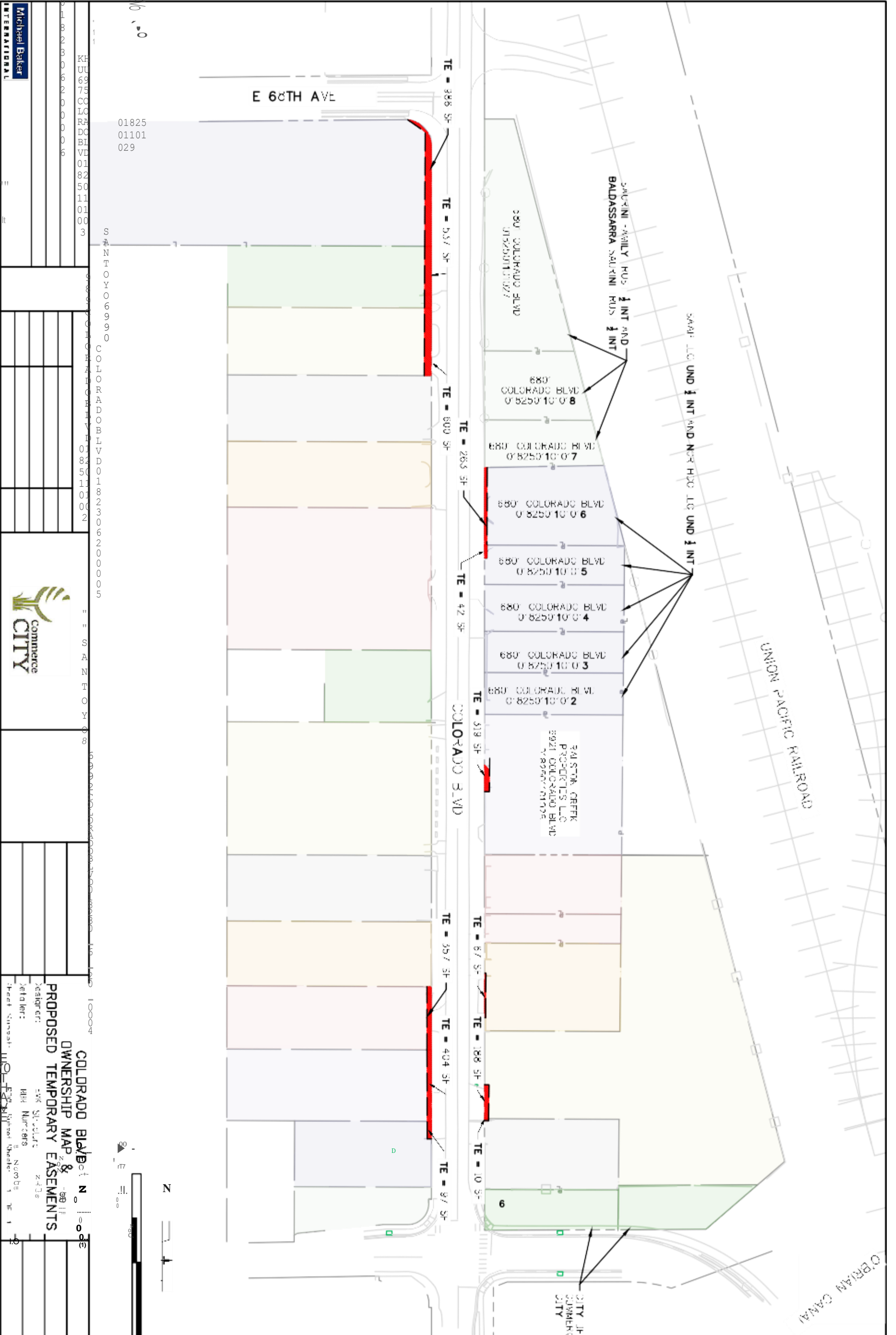
COMMERCE CITY, CO

City of Commerce City
Public Works
8802 ROSEMARY STREET
COMMERCE CITY, CO 80022
PH: (303) 289-8150

PRELIMINARY

REVISION

1/24



Michael Baker International

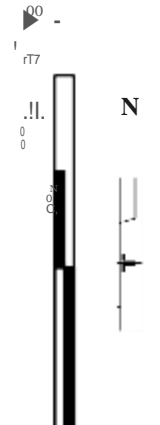


PROPOSED OWNERSHIP MAP & PROPOSED TEMPORARY EASEMENTS

Colorado Blvd - 1000'

Designated by: [Signature]

City of Commerce City



RIGHT OF WAY TASK LIST

A. TITLE COMMITMENTS

TRS to secure title commitments for private properties as required on behalf of CLIENT.

B. TITLE RESEARCH

TRS to vesting deeds for properties from which temporary easements will be required for submittal with ROW plans.

C. NOTICE OF INTENT TO ACQUIRE PURSUANT TO TITLE 38 CRS

TRS to prepare and deliver Notices of Intent to Acquire (Notice) in compliance with CRS 38-1-121 and the CDOT Right of Way Manual (the Manual). Notice will be accompanied by a legal description(s) of the property interests to be acquired, a copy of the appropriate plan sheet(s), if available, identifying the location of the real property interest(s) to be acquired, and the appropriate contact information for TRS in the event the owner has questions or requires additional information.

Appraisals are not anticipated, as the estimated values of the temporary easements will be less than 5,000.

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Non-complex parcel acquisitions estimated to be less than \$10,000 in value may be valued informally under appraisal waiver provisions, commonly known as a "value finding". Parcel staking shall be coordinated between TRS, the CLIENT and/or the CLIENT's surveyor. TRS will conduct site inspections and provide an invitation for the owner to attend when a value finding is utilized.

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TRS will review Project related information furnished by the CLIENT including, but not limited to: right of way plans, design or construction plans, legal descriptions, title commitments, and other items as necessary.

TRS will deliver an Offer to Acquire (Offer) to the owner or owner's representative personally or with delivery signature required, generally Certified U.S. Mail or FedEx. Offer shall include:

- I. Letter of Offer;
- II. Legal description(s) of the property interests to be acquired;
- III. Summary Statement of Just Compensation;
- IV. Real Estate Purchase Agreement or Memorandum of Agreement
- V. Temporary Construction Easement;
- VI. IRS Form W-9, Request for Taxpayer Identification Number and Certification;
- VII. Return envelope (as applicable).

TRS will review the Offer and associated documents with the owner and explain the CLIENT's acquisition processes as pertains to the owner.

Upon owner's acceptance of an offer from the CLIENT, TRS will prepare and submit to the owner settlement documents consisting of the CLIENT's form of Agreement, W-9, temporary easements, and other appurtenant documents to secure a contract to acquire. Upon owner's execution of the foregoing documents, TRS shall submit the acquisition settlement package to the CLIENT for review and approval.

If an owner provides a counteroffer, TRS will review the counteroffer with the CLIENT. For reasonable counteroffers to which settlement is in the public interest, TRS will include a written analysis and recommendation to the CLIENT's designated Project Manager.

If the Offer is neither accepted by the owner, nor a reasonable counteroffer from owner is approved by the CLIENT within 30 days of the date of the offer, TRS shall deliver the CLIENT's Final Offer to Acquire (Final Offer) to the owner extending the CLIENT's original offer, or another amount as determined by the CLIENT. The Final Offer will have a 10-day period for response from the Owner.

The CLIENT may request negotiations continue beyond expiration of the final offer, at the CLIENT's discretion. The CLIENT may extend additional settlement offers to the owner to reach a negotiated agreement.

If negotiations fail, the CLIENT may exercise its condemnation authority pursuant to Title 38, C.R.S.

F. CONDEMNATION SUPPORT

If negotiations with an owner are at impasse, a condemnation package including the Offer, Final Offer, settlement offer, appraisal, Notice, related correspondence, the right of way agent's negotiator's log, and updated title information will be prepared and submitted to the CLIENT's Project Manager.

With CLIENT approval in advance, an Agreement for Possession and Use may be presented to an owner and executed by the owner prior to the CLIENT's Attorney filing a condemnation lawsuit.

TRS personnel will be available to assist with condemnation proceeding, including: meetings with the client; participation with pre-trial preparation; assistance with mediation or settlement development; and participation in possession hearings.

G. CLOSING COORDINATION

As these are contemplated to be temporary easements only, after approval of a settlement by the CLIENT, TRS will coordinate payment processing and delivery of the agreed upon consideration to the owner and secure a receipt for payment.

TRS shall facilitate and coordinate these services under the direction of the CLIENT's Project Manager, CLIENT's Real Property Manager and/or the CLIENT's attorney as applicable.

TRS will prepare temporary easements and any other closing documents using CLIENT/CDOT approved forms. At the CLIENT's discretion, temporary easements will be recorded with the Adams County Clerk & Recorder.

H. PROJECT MANAGEMENT

TRS's designated Project Manager will be responsible for coordination of right of way activities with the CLIENT's Project Manager, including but not limited to:

1. Scheduling;
2. Cost estimating;
3. Project status meetings/conference calls;
4. Oversight of Project tasks;
5. Status reporting;
6. Preparation of ROW clearance for CLIENT's transmittal to CDOT.

J. QUALITY ASSURANCE/RECORDS MANAGEMENT

TRS will retain a current file during the right of way acquisition phase of a Project and submit one (1) complete original file for each Project parcel (by ownership) to CLIENT upon completion of right of way activities associated with said Project. The file submitted to the CLIENT shall be reviewed for completeness and quality, and incorporate the CLIENT's standard Q/A checklist

TRS's project files shall include any and all documents affecting the parcel including, but not limited to:

1. Approved Value findings;
2. Notices of Intent;
3. Permissions to Enter;
4. Title Commitments (if secured)
5. Legal Descriptions;
6. Offers;
7. Final Offers/Settlement Offers;

8. Purchase Agreements/Memorandum of Agreements;

9. Negotiation records/logs;
10. Miscellaneous correspondence, letters, memos;
11. Executed closing documents
12. Executed/recorded conveyances

A quality assurance review will be performed by TRS on all parcel files to determine that all documentation is proper and to demonstrate compliance with CLIENT requirements.



**City of Commerce City - CO Boulevard E68th to E 70th
ROW Support Services
September 22, 2022**

<i>Employee Classification</i>	<i>Project Manager</i>	<i>Sr. ROW Agent</i>	<i>Administration</i>	<i>TOTALS</i>
<i>Rate</i>	\$163.00	\$125.00	\$66.00	
RIGHT OF WAY TASKS	<i>hours</i>	<i>hours</i>	<i>hours</i>	COMMENTS
A. Planning and Research				
1. Cost Estimates - Design Support-Research	2	8		
2. Property Owner meetings		24		12 owners - 12 temp easements
3. ROW PK	2	2		
4. Title Review				NA/TCE Only
5. Project Records Set-up			2	
<i>subtotal hours</i>	4	34	2	40
<i>subtotal fees</i>	\$652.00	\$4,250.00	\$132.00	\$5,034.00
B. Appraisal Coordination/Value Findings				
1. Appraisal coordination/Letter of Information/site inspection				no appraisals
2. Prepare value Findings	0	84	0	12 value findings
3. Secure Client value finding approval		12	12	
4. NOI Letter to Owner	2	24	48	
<i>subtotal hours</i>	2	120	60	182
<i>subtotal fees</i>	\$1,304.00	\$15,000.00	\$4,356.00	\$20,660.00
C. Acquisition/Negotiation				
1. Preparation of Offers	2	24	48	
2. Negotiations		30		
3. Settlement processing		24	12	
4. Update agent logs/file maintenance		24	24	
5. Prepare ROW Clearance for City	1	2	0	
<i>subtotal hours</i>	5	100	84	189
<i>subtotal fees</i>	\$489.00	\$21,250.00	\$5,940.00	\$27,679.00
D. Relocation				
1. Relocation Planning				None anticipated
2. Replacement housing determinations				
3. Move Cost/Reestablishment Determinations				
4. Review/Approval of Determinations				
5. Relocation Advisory Assistance				
6. Appeals				
<i>subtotal hours</i>	0	0	0	0
<i>subtotal fees</i>	\$0.00	\$0.00	\$0.00	\$0.00



**City of Commerce City - CO Boulevard E68th to E 70th
ROW Support Services
September 22, 2022**

<i>Employee Classification</i>	<i>Project Manager</i>	<i>Sr. ROW Agent</i>	<i>Administration</i>	<i>TOTALS</i>
<i>Rate</i>	\$163.00	\$125.00	\$66.00	
E. Title/Closing Coordination/File Maintenance				
1. Secure commitments/updates				na TCE Only
2. Closing coordination/document review	1	12	0	
3. Payment processing/Agency approvals		12	0	
4. Secure Releases/Subordinations				na - TCE Only
<i>subtotal hours</i>	1	24	12	37
<i>subtotal fees</i>	\$163.00	\$3,000.00	\$792.00	\$3,955.00
F. Project Management/Records Management				
1. Contract Management	2		4	
2. PM Meeting (internal)	2	2	2	
3. File Management/QA/Status Reports		12	24	
<i>subtotal hours</i>	4	14	30	48
<i>subtotal fees</i>	\$652.00	\$1,750.00	\$1,980.00	\$4,382.00
ROW SUBTOTAL	hours 20	362	200	582
	\$3,260.00	\$45,250.00	\$13,200.00	\$61,710.00
APPRAISAL				<i>Fee</i>
G. Appraisals		<i>QTY</i>	<i>Unit Price</i>	<i>TOTAL</i>
		0		\$0.00
				<i>no appraisals - Value find only</i>
APPRAISAL SUBTOTAL				\$0.00
DIRECT EXPENSES	<i>Qty Files</i>	<i>Cost Per file</i>		
Closing costs		\$ -	\$0.00	TE only
Title Commitment		\$ -	\$0.00	TE only
Postage/Fedex/Copies	12	\$ 150.00	\$1,800.00	8 property owners
Mileage	<i>IRS per mile</i>	<i>Miles</i>	\$1,125.00	
	\$0.625	1800		
EXPENSE SUBTOTAL			\$2,925.00	
SERVICE FEE ESTIMATE			TOTAL	\$64,635.00
Submitted by: . Brad Rodenberg, Vice President President, TRS Corp				

SCOPE OF WORK

COLORADO BLVD IMPROVEMENTS

COMMERCE CITY, COLORADO

Project Description

We understand the City of Commerce City (CCC) plans to improve Colorado Blvd between 68th Ave and 70th Ave (approximately ¼ mile of roadway). Proposed improvements include curb and gutter, a sidewalk, a bike path, pavement reconstruction, and drainage and lighting improvements. Shannon & Wilson (SW) proposes to conduct a geotechnical investigation and provide geotechnical and pavement design recommendations for the project.

Field Explorations and Laboratory Testing

The CCC Engineering and Construction Standards and Specifications provide pavement design criteria. The specifications call for pavement explorations to be spaced at 250-foot intervals. However, due to the limited extent of pavement improvements for the project and based on nearby borings that show predominantly granular subgrade material, SW proposes a reduced boring frequency of 500-foot intervals as summarized below:

- Three pavement borings completed in Colorado Blvd.
 - Two borings will be completed to a depth of 5 feet to support pavement design
 - One boring will be drilled to a depth of 15 feet to support pavement design and subsurface characterization for potential utility improvements.

Total drilling footage is assumed to be 25 feet. A geologist or geotechnical engineer will log borings and collect samples for classification and laboratory testing. Laboratory testing may include moisture content, Atterberg limits, grain size distribution, dry density, swell, R-value, and corrosion, as appropriate.

Analysis and Reporting

A geotechnical engineer will analyze the data generated during the subsurface exploration program in developing geotechnical engineering recommendations for pavement design and construction considerations for utility improvements. The report will be signed and sealed by a professional engineer registered in the State of Colorado. We will prepare a draft version of the report for review by the project team. After receiving and incorporating comments, we will finalize the report.

The report will include a pavement design for Colorado Blvd in accordance with the CCC Engineering Construction Standards and Specifications. The report will include recommendations for a flexible pavement section for the roadway and subgrade treatment for the roadway proposed trail and sidewalk. The report will also include excavation considerations for proposed utility improvements. We assume no geotechnical engineering design recommendations are required for the utility improvements.

Assumptions

We made the following assumptions in preparing this proposal:

- All borings will be completed in CCC right-of-way (ROW), and we will obtain a ROW permit from CCC. We assume any CCC permit fees will be waived.
- Work hours in CCC ROW will be 9am to 3pm.
- Traffic control will consist of a lane closure with flagging.
- One days of drilling with a truck-mounted drill rig is assumed.
- Groundwater will be measured during drilling; no monitoring wells or piezometers will be installed.
- Cuttings and groundwater generated during drilling are not contaminated, are non-hazardous, and will not require disposal as hazardous materials. No waste profiling of investigative derived waste will be performed.
- Mechanistic-Empirical (ME) pavement design is not included.
- Borings will be backfilled with flow fill. Drill cuttings will be removed from the site.
- At the completion of drilling, SW will stake/mark the boring location. Survey of the boring location will be completed by others.
- The SW project manager will attend 4 hours of meetings.
- Preparation of an engineering geology sheet is not included.
- Project plans and specifications will be developed by others.
- Utility clearing will be performed only to the extent to safely perform geotechnical drilling. No private utility locating, potholing, or SUE services will be provided.
- All work will be completed during calendar year 2022.

**FEE ESTIMATE
 COLORADO BLVD IMPROVEMENTS
 COMMERCE CITY, COLORADO**

TASKS/SUBTASKS	HOURS							DOLLARS						SUB TOTAL	ODC	TOTAL
	PIC	PM	GEOL	ENG	CAD/TECH	CLR	Total	PIC	PM	GEOL	ENG	CAD/TECH	CLR			
1.0 PROJECT MANAGEMENT								\$245	\$210	\$105	\$145	\$130	\$90			
1.1 Project Set-Up		0.5					1.0		\$105				\$45	\$150		\$259
1.2 Project Management		2.0					4.0		\$420				\$180	\$600		\$600
2.0 GEOTECH INVESTIGATIONS																
2.1 Coordinate with Subcontractors			1.0				1.0			\$105				\$105		\$105
2.2 Boring Layout, Stake Borings			2.0				2.0			\$210				\$210		\$210
2.3 Utility Locates			4.0				4.0			\$420				\$420		\$420
2.4 Permitting/City Coordination		0.5	3.0				3.5	\$105	\$315					\$420		\$420
2.5 Drilling Observations		0.5	5.0				5.5	\$105	\$525					\$630	\$1,965	\$2,595
2.6 Assign Laboratory Testing		0.5	1.0				1.5	\$105	\$105					\$210	\$2,900	\$3,110
2.7 Finalize Boring Logs		0.5		1.0			1.5	\$105			\$145			\$250		\$250
3.0 ANALYSIS AND REPORTING																
3.1 Pavement Design	1.0	4.0		12.0			17.0	\$245	\$840		\$1,740			\$2,825		\$2,825
3.2 Draft Geotechnical Report	1.0	4.0	6.0	24.0	2.0	1.0	38.0	\$245	\$840	\$630	\$3,480	\$260	\$90	\$5,545		\$5,545
3.3 Final Geotechnical Report		2.0		4.0		0.5	6.5		\$420		\$580		\$45	\$1,045		\$1,045
4.0 MEETINGS		4.0					4.0		\$840					\$840		\$840
TOTAL	2.0	18.5	22.0	41.0	2.0	4.0	89.5	\$490	\$3,885	\$2,310	\$5,945	\$260	\$360	\$13,250	\$5,124	\$18,374

LABORATORY TESTING				
Water Content	12	tests	\$10	\$ 120
Gradation Analysis	2	tests	\$120	\$ 240
R-Value	1	tests	\$485	\$ 485
% Passing	3	tests	\$55	\$ 165
Atterberg Limits (3 point)	3	tests	\$125	\$ 375
Atterberg Limits (1 point)	-	tests	\$95	\$ -
Corrosion Suite	1	tests	\$205	\$ 205
Sulfate Content	-	tests	\$60	\$ -
Swell / Collapse	3	tests	\$125	\$ 375
TOTAL				\$ 1,965

SUBCONTRACTORS			
Drilling Subcontractor			
Mob/Demob	1	hrs	\$150 \$ 150
Truck-Mounted Hollow Stem Auger	5	hr	\$180 \$ 900
Support Truck	1	days	\$300 \$ 300
Boring Backfill/Patching Supplies	25	ft	\$8 \$ 200
Pavement Cores	3	ea	\$50 \$ 150
Traffic Control			
Lane Closure and Flagging	1.0	days	\$1,200 \$ 1,200
Mark-Up		%	\$ -
TOTAL			\$ 2,900

Other Expenses				
Vehicle	2	days	\$35	\$ 70
Brass Modified California Liners	8	liners	\$8	\$ 64
Sample Jars	1	box	\$25	\$ 25
Field/Office Expenses	1	LS	\$100	\$ 100
TOTAL				\$ 259

COST ESTIMATE - SUMMARY	
Tasks/Subtasks (subtotal)	\$ 13,250
Laboratory Testing	\$ 1,965
Subcontractors	\$ 2,900
Other Expenses	\$ 259
TOTAL	\$18,374

Original Contract Value → \$15,132
 Amendment Value → \$3,242

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6/5/2022

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