

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO THE
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this 2nd day of July, 2013, 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 Drexel, Barrell & Company, located at 1800 38th Street, Boulder, CO 80301-2620, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on February 27, 2013, the County entered into an Agreement with Drexel, Barrell & Company, to provide professional engineering services for the subsurface investigation to complete the environmental characterization of soil and groundwater, for the Washington Street Phase IV Project, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to provide additional services to acquire recordable documents for the Right of Way and Temporary Construction Easements, attend meetings with property owners, prepare conceptual plans for options to address the access changes required for at least two properties, possible costs for extra title work, surveying or preparation of additional documents as reasonably needed to complete the required services, 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 Contractor shall provide additional services to acquire recordable documents for the Right of Way and Temporary Construction Easements, attend meetings with property owners, prepare conceptual plans for options to address the access changes required for at least two properties, possible costs for extra title work, surveying or preparation of additional documents as reasonably needed to complete the required services.
2. The County shall reimburse the Contractor for the work provided under this First Addendum in accordance with Section V of the Service Agreement in the amount of sixty-five thousand nine hundred and twenty dollars (\$65,920.00).
3. 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.
4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. 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.
6. 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.

- 7. 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.
- 8. 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.

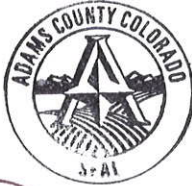
IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chair

7-2-13
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER



[Signature]
Deputy Clerk

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

DREXEL, BARRELL & COMPANY

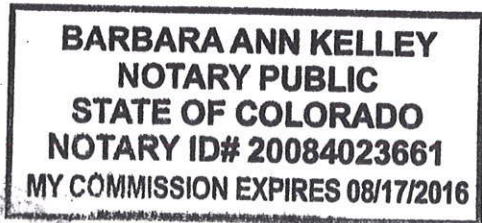
[Signature]
Name
Principal
Title

6/20/2013
Date

Signed and sworn to before me on this 20th day of June, 2013 by

Michael D. Middleton, Principal.

[Signature]
Notary Public
My commission expires on: 8/17/16





Drexel, Barrell & Co.

January 29, 2013

Mr. Greg Labrie, P.E.
Adams County Public Works Department / Engineering
4430 South Adams County Parkway
Brighton, CO 80601

Engineers/Surveyors

Boulder
Colorado Springs
Grand Junction
Steamboat Springs

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

Re: Washington Street Widening, Phase IV – 52nd Avenue to 58th Avenue –
Change Order Request for ROW acquisition services.

Dear Greg,

As requested, Drexel Barrell and Co. is submitting this Change Order #4 to acquire recordable documents for the Right of Way and Temporary Construction Easements for the Washington Street Widening project from 52nd to 58th Avenues.

At the County's request, Drexel Barrell solicited proposals from three experienced right-of-way acquisition consultants. After reviewing each proposal and the respondents' qualifications and project understanding, we recommend Western State Land Services, Inc. as best providing the County's needs for this project. Western States provided similar services for the County's Washington Street improvement Phase III (north of 58th).

If the County approves, Drexel Barrell and Co. will engage Western States Land Services, Inc. to provide the necessary title information for the individual properties and address valuation services either by in house value finding reports or subcontracted appraisal reports. The fee requested by Western States is \$34,720.

Drexel Barrell and Co. will attend each of the initial meetings with the property owners to support the Right of Way Agent with information on the project and proposed improvements. Drexel Barrell will allow for second visits with one third of the property owners for follow up visits.

In addition, there are at least two property owners that will be facing significant changes to the existing access from Washington Street. Drexel Barrell has included time to prepare conceptual plans for options to address the access changes. Drexel Barrell fees for the concept options, verifying easements, reviewing title work, and coordinating Western State's efforts totals \$19,200.

Finally, Drexel Barrell believes it prudent to include the sum of \$12,000 to cover possible contingencies for extra title, survey, or right-of-work reasonably needed by either Western States or Drexel Barrell to complete the required services.