

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **PINYON ENVIRONMENTAL, INC.**, a Colorado corporation doing business at 9100 W. Jewell Ave., Suite 200, Lakewood, Colorado 80232 (the "Consultant"), jointly "the parties".

RECITALS:

A. The City and the Consultant entered into Agreement dated April 27, 2015 and an Amendatory Agreement dated March 2, 2016, (collectively, the "Agreement") to perform environmental site assessment, brownfields redevelopment support, storage tank removal and remediation, general remediation and oversight, litigation support and expert technical analysis, and other environmental services as requested to the City's satisfaction.

B. The parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and revise the existing rates.

NOW THEREFORE, in consideration of the premises and the parties' mutual covenants and obligations, the parties agree as follows:

1. Paragraph 4 of the Agreement entitled "**TERM**" is hereby deleted in its entirety and replaced with:

"**4. TERM:** The Agreement will commence on the date executed by the City as indicated on the City's signature page and will expire five years from that date (the "Term"). Subject to the Executive Director's prior written authorization, Consultant shall complete any Services in progress as of the expiration date and the Term of the Agreement will extend until the Services are completed or earlier terminated by the Executive Director."

2. Paragraph 5 of the Agreement entitled "**COMPENSATION AND PAYMENT**", Sub-paragraph D(i) entitled "**Maximum Contract Amount**" is hereby deleted in its entirety and replaced with:

"**5. COMPENSATION AND PAYMENT:**

D. Maximum Contract Amount:

- i.** Notwithstanding any other provision of the agreement, the City's maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically

described in Exhibit A. Any services performed beyond those provided for under, and authorized in accordance with, the Agreement are performed at Consultant's risk and without authorization under the Agreement.”

3. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

5. 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:

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:

By _____

By _____

By _____



Contract Control Number: ENVHL-201520873-02

Contractor Name: PINYON ENVIRONMENTAL ENGINEERING RESOURCES
INC

By: 

Name: Lauren E. Evans
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT B-I



Category/Item	Unit	Previous Rate	New Rate
Labor*			
Litigation Support/Expert Technical Analysis - Lauren Evans****	Hour	\$215.00	\$215
Managing Engineer/Scientist – Brian Partington	hour	\$148.00	\$155
Managing Engineer/Scientist – Jeremy Musson	hour	\$148.00	\$155
Principal Engineer/Scientist – Lauren Evans	hour	\$187.00	\$196
Senior Engineer/Scientist – Russ Cirillo	hour	\$166.00	\$166
Senior Engineer/Scientist – Karlene Thomas	Hour	\$166.00	\$166
Project Specialist – Julie Linn	Hour	\$109.00	\$115
Project Engineer/Scientist – Scott Fanello	hour	\$105.00	\$110
Project Engineer/Scientist – Tim Grenier	hour	\$105.00	\$110
Project Engineer/Scientist – Pete Becofske	hour	\$105.00	NA
Project Engineer/Scientist – Jillian Mauer	hour	\$105.00	\$110
Staff II Engineer/Scientist – Jake Fritz	hour	\$96.00	\$101
Staff I Engineer/Scientist – Rachel Tometich	hour	\$84.00	\$88
Field Technician	hour	\$70.00	\$74
Clerical	hour	\$55.00	\$58
CADD/Accounting/Administrative	hour	\$77.00	\$81
Prevailing Wage Hourly Rate + Fringe (if applicable) Percentage Mark-up		153.6%	
Reimbursables**			
Dual Interface Probe	day	\$70.00	\$70.00
Groundwater level indicator	day	\$30.00	\$30.00
Photoionization Detector / FID or similar	day	\$75.00	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	\$100	\$100
PID / FID / multi gas meter (or similar)	day	\$75.00	\$75.00
Groundwater sampling kit	day	\$201.00	\$201.00
Soil Sampling kit	day	\$315.00	\$315.00
Rental Vehicle	day	\$50	\$50
Mileage	\$/mile	\$0.56	\$0.54
Support Vehicle****	Day	\$150.00	\$150.00
Copies – B&W / Color****	Page	\$0.10	\$0.10
Project Initiation Fee****	Lump Sum	\$125.00	\$125.00
Field Visits (General Projects)****	Day	\$40.00	\$40.00
Field Visits (Wetland/Biology)****	Day	\$50.00	\$50.00
Soil Logging (During Drilling)****	Boring	\$105.00	\$105.00

EXHIBIT B-I



Category/Item	Unit	Previous Rate	New Rate
Monitoring Well Development****	Well	\$55.00	\$55.00
Monitoring Well Sampling****	Well	\$67.00	\$67.00
Asbestos Sampling Kit (Building Inspections)****	Day	\$45.00	\$45.00
Asbestos Air Monitoring Kit****	Day	\$110.00	\$110.00
Pass Through Rate – Subcontractor Costs and Management****			
All Subcontracted Services	mark-up per job	10%	10%
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	mark-up per job	10%	10%
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	mark-up per job	10%	10%
Bonding Rate****	2.2%		