

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **PINYON ENVIRONMENTAL ENGINEERING RESOURCES, INC.**, with its principal place of business at 9100 West Jewell Avenue, Suite 200, Lakewood, Colorado 80232 (the “Consultant”).

### RECITALS

**A.** The City and the Consultant previously entered into an Agreement for environmental site investigation and hazardous waste remediation services dated November 13, 2012 and a Second Amendatory Agreement dated August 14, 2013 (the “Agreement”).

**B.** The City and the Consultant wish to amend the Agreement to allow for a rate increase, increase the maximum contract value, and extend the Term.

The parties agree as follows:

**1.** For work performed on and after November 14, 2014, the hourly rate and unit costs set forth in the Rate sheet marked **Exhibit C-1**, a copy of which is attached to the Second Amendatory Agreement, will apply. With regard to work performed on and after that date, all references in the Agreement to “...**Exhibit C**...” are amended to read “...**Exhibit C-1**...”

**2.** Subsection (d), entitled “**Maximum Contract Amount**,” of Section 4, entitled “**PAYMENT**” is amended by deleting:

“...**FOUR HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$480,000.00)**...”

and replacing it with:

“...**NINE HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$980,000.00)**...”

**3.** Section 5 of the Agreement, entitled “**TERM**,” is amended by deleting:

“...November 13, 2014...”

and replacing it with “...November 13, 2015...”

**4.** The Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**5.** The Consultant assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Second Amendatory Agreement. The person or persons signing and executing the Second

Amendatory Agreement on behalf of the Consultant hereby warrants and guarantees that the Consultant has fully authorized he or she or them to execute the Second Amendatory Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all terms, performances and provisions in the Agreement as amended by the Second Amendatory Agreement set forth herein.

6. The Second Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same instrument.

7. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

**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-201207367-02

**Contractor Name:** PINYON ENVIRONMENTAL RESOURCES, INC.;

By: Karen Spun

Name: Karen S Gominia  
(please print)

Title: Director  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**EXHIBIT C-1**

**RATES**



Corporate Headquarters  
 9100 West Jewell Avenue, Lakewood, CO 80232  
 TEL 303 980 5200 FAX 303 980 0089  
 www.pinyon-env.com

**On Call Environmental Consulting Proposed Costs <sup>1</sup>**

Category/Item	Unit	Rate
<b>Labor</b>		
Expert Witness	hour	\$215.00
Managing Engineer/Scientist – Jeremy Musson	hour	\$141.00
Managing Engineer/Scientist – Brian Partington	hour	\$151.00
Principal Engineer/Scientist – Lauren Evans	hour	\$178.00
Senior Engineer/Scientist – Karlene Thomas	hour	\$158.00
Senior Engineer/Scientist – Stan Spencer	hour	\$158.00
Project Specialist	hour	\$104.00
Project Engineer/Scientist – Shannon Lucio	hour	\$100.00
Staff II Engineer/Scientist	hour	\$91.00
Lead Driller <sup>2</sup>	hour	NA
Staff I Engineer/Scientist	hour	\$80.00
Assistant Driller/Soil Sampler <sup>2</sup>	hour	NA
Field Technician	hour	\$67.00
Clerical	hour	\$52.00
CADD/Accounting/Administrative	hour	\$73.00
<b>Reimbursables</b>		
Dual Interface Probe	day	\$70.00
Groundwater level indicator	day	\$30.00
Photoionization Detector / FID or similar	day	\$75.00
Automated Samplers, Monitors, and Data Loggers	day	
PID / FID / multi gas meter (or similar)	day	\$75.00
Groundwater sampling kit	day	\$201.00
Soil Sampling kit	day	\$315.00
Rental Vehicle	day	n/a
Mileage (current IRS Rate)	\$/mile	\$0.555
Support Vehicle	day	\$150.00
Copies – B&W	page	\$0.10
Copies – Color	page	\$0.10
Field Visits	day	\$30.00
Soil Logging (During Drilling)	boring	\$105.00
Monitoring Well Development	well	\$55.00
Monitoring Well Sampling	well	\$67.00



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<b>Pass Through Rate – Subcontractor Costs and Management</b>		
All Subcontracted Services	mark-up per job	10%
Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	mark-up per job	10%
Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	mark-up per job	10%
Bonding Rate	2.2% of \$200,000 (per CCoD Q&A)	\$4,400

<sup>1</sup> Work conducted for the City and County of Denver's underground and above ground storage tank projects shall charge rates as in accordance with the most-current Colorado Division of Oil and Public Safety's Invoicing / Reasonable Costs Guidelines; however, for labor categories which must meet prevailing wage requirements, the hourly charge rate will be based on the equation described in Note 2 below.

<sup>2</sup> Per CCoD requirements, the wages associated with this labor category must meet prevailing wage standards. As such, this rate has been calculated using the associated prevailing wage (\$21.03 + \$8.85 fringe benefit/hr) multiplied by Pinyon's audited overhead rate (2.280) (i.e.  $(\$21.03 + \$8.85) * 2.280 = \$69.26$ ). Any other Pinyon labor categories which are identified as prevailing wage categories will be calculated in the same manner.