

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 **TERRACON CONSULTANTS, INC.**, a Delaware corporation with a principal place of business at 18001 West 106th Street, Suite 300, Olathe, Kansas 66061 and doing business at 10625 West I-70 Frontage Road North, Suite 3, Wheat Ridge, Colorado 80033 (the “Consultant”).

RECITALS

A. The City and Consultant entered into an Agreement dated October 30, 2012 and an Amendatory Agreement dated September 10, 2013 (collectively, the “Agreement”).

B. The parties wish to amend the Agreement to extend the Term and increase the billing rates as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subsections **(a)** and **(b)**, entitled “**Fee**” and “**Reimbursable Expenses**,” respectively, of Section 4 of the Agreement, entitled “**PAYMENT**,” is amended by deleting them in their entirety and replacing them as follows:

- “(a) **Fee.** As full compensation for Services and reimbursable expenses incurred, the City will pay Consultant the lesser of the maximum fee to be set forth in the corresponding NTP or an amount based on Consultant’s periodic invoices. Amounts billed for Services rendered and expenses incurred under an NTP issued on or before October 29, 2014 may not exceed the hourly rates and unit costs set forth in Exhibit C and under an NTP issued October 30, 2014 and thereafter may not exceed the hourly rates and unit costs set forth in Exhibit C-1, as applicable projects subject to non-OPS or OPS rates. **Exhibit C-1** is attached to the Second Amendatory Agreement and incorporated into the Agreement.
- (b) Reimbursable Expenses.** The reimbursable expenses identified in Exhibit C and Exhibit C-1 are the only expenses permitted under the Agreement, and subject to subparagraph 4 (a), will be reimbursed at the rates set forth in Exhibit C or Exhibit C-1, as applicable. . Consultant shall include the anticipated cost of reimbursable expenses in its proposed statement of services. No other reimbursable expenses are permitted under the Agreement and Consultant is responsible for any other expense it incurs as its cost of doing business.

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

“October 29, 2014”

And replacing it with:

“October 29, 2015”

3. Except as amended in the Second Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

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

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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-201207453-02
Contractor Name: TERRACON CONSULTANTS, INC.

By: 

Name: Daniel F. Schneider
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: 

Name: Elaine Motisi
(please print)

Title: Administrative Manager
(please print)



Exhibit C-1 - Schedule of Fees

On Call Environmental Consulting Proposed Costs ¹

| Category/Item | Unit | 2014-2015 Rates | 2015 OPS Rates |
|---|-------------------|-----------------|----------------|
| Labor* | | | |
| Managing Engineer/Scientist | hour | \$165.00 | NA |
| Principal Engineer/Scientist | hour | \$145.00 | \$135.00 |
| Senior Engineer/Scientist | hour | \$117.00 | \$112.00 |
| Project Manager | hour | NA | \$106.00 |
| Project Engineer/Scientist | hour | \$95.00 | \$88.00 |
| Staff II Engineer/Scientist | hour | \$85.00 | NA |
| Staff I Engineer/Scientist | hour | \$78.00 | \$75.00 |
| Field Technician | hour | \$66.00 | \$59.00 |
| Clerical | hour | \$63.00 | \$43.00 |
| CADD | hour | \$63.00 | \$53.00 |
| Accounting | hour | \$63.00 | \$43.00 |
| Administrative | hour | \$57.00 | \$43.00 |
| | | | |
| Reimbursables** | | | |
| Dual Interface Probe | day | \$70.00 | \$60.00 |
| Groundwater level indicator | day | \$28.00 | \$25.00 |
| Photoionization Detector /FID or similar | day | \$82.00 | \$75.00 |
| PID/FID/multi gas meter (or similar) | day | \$75.00 | \$65.00 |
| Groundwater sampling kit | day | \$36.00 | NA |
| Soil sampling kit | day | \$30.00 | NA |
| Rental Vehicle | day | NA | NA |
| Mileage | \$/mile | \$0.65 | \$0.55 |
| | | | |
| Pass Through Rate - Subcontractor Costs and Management*** | | | |
| All Subcontracted Services | % mark-up per job | 5% | 15% |
| Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager | % mark-up per job | 10% | 15% |
| Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager | % mark-up per job | 7% | 15% |

*** City and County of Denver may request its consultants to provide competitive bids for subcontracted services, supplies, materials.

¹ Work conducted for the City and County of Denver's underground and above ground storage tank projects shall charge rates in accordance with the most-current Colorado Division of Oil and Public Safety's Invoicing / Reasonable Costs Guidelines.