

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (“**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a municipal corporation of the State of Colorado, and **NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS**, (the "**Consultant**"), a California corporation registered to do business in Colorado, whose address is 5710 Ruffin Rd, San Diego, CA 92123, US.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated July 14, 2023 (the “**Agreement**”) to provide engineering services; and

WHEREAS, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

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

2. Section 2.07 (j) of the Agreement, entitled “Schematic Design or Planning Phase”, Subsection (1), is amended to read as follows:

“(j) Schematic Design or Planning Phase:

(1) The Consultant shall begin work on the Schematic Design or Planning Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager.”

3. Section 2.07 (k) of the Agreement, entitled “Design Development Phase”, Subsection (1), is amended to read as follows:

“(k) Design Development Phase:

(1) The Consultant shall begin with work on the Design Development Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager.”

4. Section 2.07 (l) of the Agreement, entitled “Construction Documents Phase”, Subsection (l), is amended to read as follows:

“(I) Construction Documents Phase:

(1) The Consultant shall begin with work on the Construction Documents Phase of each project unless written notice to discontinue work on such phase is received from the Project Manager. The City’s review of the Design Development Documents, or the City’s failure to object to any element thereof, shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions therein.”

5. Section 3 of the Agreement, entitled “**COMPENSATION, PAYMENT, AND FUNDING**”, Subsection 3.05 (a) entitled “**Maximum Contract Amount; Funding**”, is amended to read as follows:

“**3.05 Maximum Contract Amount; Funding.**

(a) It is understood and agreed by the parties hereto that payment or reimbursement of all kinds to the Consultant, for all Work performed, which includes all categories selected under this Agreement, shall not exceed **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)**. In no event shall the maximum payment to the Consultant, for all work and services performed throughout the entire term of this Agreement exceed the contract maximum amount set forth above.”

6. Section 4 of the Agreement, entitled “**TERM AND TERMINATION**”, Subsection 4.01 entitled “**Term**”, is amended to read as follows:

“**4.01 Term.** The term of this Agreement shall commence on July 14, 2023 and expire, unless sooner terminated on July 13, 2028 (“**Term**”). The Consultant shall complete any task orders in progress as of the expiration date of this agreement and the term will extend until the work is completed or earlier terminated by the Director.”

7. A new Subsection 6.29 entitled “**Value Engineering**”, is hereby being added to the Agreement to read as follows:

“**6.29 Value Engineering.** Prior to the completion of the Bidding Phase, the Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City to bring the project back into budget if there is a budget shortfall.”

8. A new Subsection 6.30 entitled “**Compliance with Denver Wage Laws**”, is hereby being added to the Agreement to read as follows:

“**6.30 Compliance with Denver Wage Laws.** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

10. 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: DOTI-202582731-01 [202368025-01]
Contractor Name: Ninyo & Moore Geotechnical and Environmental Sciences
Consultants

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202582731-01 [202368025-01]
Ninyo & Moore Geotechnical and Environmental Sciences
Consultants

By:  Signed by:
3A0CED5148844B3...

Name: Brian Gisi
(please print)

Title: Principal Engineer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

Rates

PRIME TEAM MEMBERS

Prime: Ninyo & Moore Geotechnical and Environmental Sciences Consultants

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal Engineer/Geologist/ Environmental Scientist/ Certified Industrial Hygienist		\$210
Senior Engineer/Geologist/ Environmental Scientist		\$175
Senior Project Engineer/Geologist/ Environmental Scientist		\$165
Project Engineer/Geologist/ Environmental Scientist		\$155
Senior Staff Engineer/Geologist/ Environmental Scientist		\$140
Staff Engineer/Geologist Environmental Scientist		\$135
GIS Analyst		\$110
Technical Illustrator/CAD Operator		\$80
Certified Asbestos/Lead Technician		\$135
Special Inspector (3rd Party)		\$125
Special Inspector (Structural Steel/Welding/Fireproofing)		\$120
Field Operations Manager		\$115
Supervisory Technician		\$110
Special Inspector (Concrete/Masonry)		\$105
Senior Technician		\$95
Technician		\$70
Geo/Env/Lab Assistant		\$70
Information Specialist		\$60
Coring Equipment & Technician		\$190
GPR Equipment		\$190
DCP Equipment & Operator		\$225

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Reproductions, if requested by the City, shall be reimbursed at actual cost if approved in advance by the Project Manager. Reproductions requested by the City such as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates will be itemized as a not-to-exceed expense, and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

Prime: Ninyo & Moore Geotechnical and Environmental Sciences Consultants

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.00</u> / each
Copies (8 1/2 x 14")	\$ <u>0.00</u> / each
Red-line copies	\$ <u>0.00</u> / S.F.
Reproducibles	\$ <u>0.00</u> / page

REIMBURSABLE EXPENSES

Sub: Best Engineering, Mayo Geophysical, Vine Laboratories

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.00</u> / each
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2025 Fee Schedule

Personnel

Engineering Technician	\$75 / hour
Senior Engineering Technician	\$85 / hour
Special Inspector	\$95 / hour
Supervisory Engineering Technician	\$110 / hour
3rd Party Building & Public School Inspector	\$115 / hour
Word Processing	\$60 / hour
Staff Engineer	\$115 / hour
Project Manager	\$135 / hour
Professional Engineer	\$190 / hour
Principal Engineer	\$245 / hour

Construction Observation and Testing Services

Concrete Strength Testing	
Testing and cylinder pickup	\$75 / hour
Concrete Compressive Strength (ASTM C39)	\$19 / each
Concrete Flexural Strength (ASTM C78)	\$65 / each
Concrete Cores Compressive Strength (ASTM C42)	\$45 / each
On-site Maturity Testing	\$85 / hour
Coring Machine Usage (includes technician)	\$155 / hour
Moisture Emissivity Testing	\$80 / hour
Moisture Kits	\$35 /each
Shotcrete Panels (includes coring and report)	\$255 / panel
Ram Calibration	\$355 /each

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and all day on holidays. Lead time for any requested service is 24 hours. Special Inspector and Field Technician rates are based on a 4-hour minimum charge. Field personnel are charged portal to portal.

SUB-CONSULTANT TEAM MEMBERS

Sub-Consultant: Mayo Geophysical Services Limited

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Senior Project Manager	All aspects related to project planning, completion and delivery (including and not limited to HSE, contracting, owner/client interfacing, data acquisition, processing and reporting), presentation of results (internal and external), company marketing and administration	\$132.71
Geophysical Technician	All aspects related to project (including and not limited to data acquisition, processing, field work, equipment preparation and setup), representation of company on and off-site, and equipment	\$213.73
Geophysical Laborer	All aspects related to project data acquisition (including and not limited to data acquisition, field work, lifting equipment), representation of company on and off-site	\$42.10

1. Actual cost of reproduction of drawings and specifications requested by the City. No applicable
2. Travel cost may apply for sub consultants not local to the project. Travel shall be pre-approved by the DOTI PM. Not applicable

The Consultant will be required to submit a complete list of pricing reimbursable items. Not applicable

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0</u> / each
Copies (8 1/2 x 14")	\$ <u>0</u> / each
Red-line copies	\$ <u>0</u> / S.F.
Reproducibles	\$ <u>0</u> / page



2025 FEE SCHEDULE - DRILLING & HYDRO-VAC SERVICES (**In-State)

Drilling Rigs	U/M	Unit Rate
CME 750 Buggy Drill Rig		
Solid-Stem Auger Drilling	Hr	\$225.00
Hollow-Stem Auger Drilling	Hr	\$245.00
**Wire-Line Coring (NQ/HQ), Rotary, Robit (ODEX)	Hr	\$285.00
CME 55 Truck-Mounted Drill Rig		
Solid-Stem Auger Drilling	Hr	\$192.00
Hollow-Stem Auger Drilling	Hr	\$235.00
**Wire-Line Coring (NQ/HQ), Rotary, Robit (ODEX)	Hr	\$285.00
CME 75 Truck-Mounted Drill Rig		
Solid-Stem Auger Drilling	Hr	\$195.00
Hollow-Stem Auger Drilling	Hr	\$240.00
**Wire-Line Coring (NQ/HQ), Rotary, Robit (ODEX)	Hr	\$285.00
CME 850 Steel Track-Mounted Drill Rig		
Solid-Stem Auger Drilling	Hr	\$235.00
Hollow-Stem Auger Drilling	Hr	\$265.00
**Wire-Line Coring (NQ/HQ), Rotary, Robit (ODEX)	Hr	\$285.00
CME 55 All Terrain Vehicle (Rubber Track)		
Solid-Stem Auger Drilling	Hr	\$225.00
Hollow-Stem Auger Drilling	Hr	\$245.00
**Wire-Line Coring (NQ/HQ), Rotary, Robit (ODEX)	Hr	\$285.00
255 SIMCO Coring Machine		
Mobilization/Demobilization	Trip	\$305.00
Coring hourly	Hourly	\$155.00
Price per inch	inch	project specific-call for quote
Directed Standby	Hr	\$155.00
GEOPROBE 6620 Track		
Mobilization/Demobilization	Hr	\$250.00
Direct Push Technique	Hr	\$260.00
Liners	Each	\$4.50
Miscellaneous		
Mobilization/Demobilization (Portal to Portal) RIG	Hr	\$200.00
Mobilization/Demobilization (Portal to Portal) *CREW	Hr	\$150.00
Support Truck	Day	\$305.00
Support Trailer	Day	\$155.00
Water Truck	Day	cost + 20%
Extra Man	Day	\$305.00
Back Hoe Rental for Test Pit Excavation	Day	cost + 20%
Back Hoe Operator	Hour	\$125.00
Engineer/Geologist to log holes	Hr	\$125.00-150.00
Locating Bore holes	Hr	\$125.00
Permitting Bore holes	Hr	\$125.00
Permits	each	cost
MHT Preparation	each	cost
Miscellaneous Bit Wear or Supplies	each	cost + 20%
Piezometer/Inclinometer Supplies	each	Price determined per project
Core Boxes (standard non-wooden)	each	\$15.00
55 Gallon Drums	each	\$65.00
Air Compressor	Day	\$400.00
Standby	Hr	\$180.00
Cancellation less than 24 hour notice	1	\$200.00
Towing	1	cost + 20%
Per diem (Hotel)	Night	\$200.00 per person or state/county rate
Per diem (Meals) per day per person	Night	
Port of Entry Fee	each	cost
* when rig is security left on-site and crew mobs/demobs to and from site.		
** This method of drilling requires use of an extra man due to safety precautions/heavy lifting requirement.		