

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, a Nevada corporation registered to do business in Colorado, whose address is 2000 South Colorado Boulevard, Suite 2- 1000, Denver, Colorado 80222 (the “Consultant”), jointly “the parties.”

RECITALS:

A. The Parties entered into an On-Call Engineering Services Agreement executed on or about February 14, 2017, and an Amendatory Agreement dated August 8, 2019, (collectively, the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and the Parties further desire to amend the Agreement to extend the term of the Agreement one year and add compensation in the amount of ONE MILLION DOLLARS (\$1,000,000.00) to the Agreement for the purpose of business continuity.

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

1. All references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibit B and B-1...” as applicable. The hourly rate schedules marked as Exhibit B-1 attached to this Amendatory Agreement is hereby incorporated by reference. The new rates shall be effective at time of amendment execution and shall only apply to new task orders issued after amendment execution

2. All references to “...Exhibit C...” in the Agreement shall be amended to read: “...Exhibit C and C-1...” as applicable. The key professional personnel marked as Exhibit C-1 attached to this Amendatory Agreement is hereby incorporated by reference.

3. Section 3 entitled “**COMPENSATION, PAYMENT, AND 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 under this Agreement, shall not exceed a maximum of **SEVEN MILLION DOLLARS AND NO CENTS (\$7,000,000.00)**. 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.”

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

“**4.01 Term:** The term of this Agreement shall commence on February 15, 2017, and shall expire on February 14, 2022, unless sooner terminated or extended by written amendment. 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 Manager. The term of this agreement may be extended for one additional year at the City’s sole discretion by written amendment.”

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

6. This Second 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 TO FOLLOW]

Contract Control Number:
Contractor Name:

PWADM-201950841-02 [201631678-02]
Wood Environment & Infrastructure Solutions, Inc.

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:

PWADM-201950841--02 [201631678-02]
Wood Environment & Infrastructure Solutions, Inc.



By: _____

Name: Craig L. Weber, P.E.
(please print)

Title: Denver Operations Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1

PRIME CONSULTANT: Wood Environment & Infrastructure, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Has authority over several related professional groups in different fields.	\$240
Senior Associate	Demonstrated leadership in key, company-wide initiatives or multi-office pursuits	\$190
Associate	Supervises staff. Directs highly qualified professionals engaged in engineering projects	\$175
Senior 2	First level of full specialization in complex scientific or engineering applications.	\$163
Senior 1	Fully qualified as a consultant in all conventional aspects of their discipline.	\$132
Technical Professional 3	Provides technical expertise to moderately complex projects. Works under general	\$114
Technical Professional 2	Assignments of limited scope & complexity. Work supervised in detail.	\$94
Technical Professional 1	Solves problems of a routine nature within clearly defined procedures. Works under direct	\$80
Technician 5	Performs substantial technical tasks within a broad work scope.	\$96
Technician 4	Solves problems requiring some professional judgement. May supervise up to five other	\$86
Technician 3	Performs a wide variety of simple tests or procedures, routine analysis or calculations	\$67
Technician 2	Performs entirely standardized assignments under supervision	\$59
Technician 1	Performs assignments under direct supervision. Solves problems of a routine nature	\$53
Administrative 2	Performs diversified and complex administrative duties, Provides support for senior executive	\$102
Administrative 1	Provides high-level clerical and administrative support to office professional and management	\$70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.8

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable

expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.

- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: 105 West, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Director of Surveying & Mapping	Manage Projects/Perform Boundary Survey work and ROW work qc/qa	\$ 125.00
Survey Manager	Manage Projects/Perform Boundary Survey work and ROW work	\$ 125.00
Project Surveyor	Manage Projects/day-to-day field operations and perform all surveying	\$ 100.00
Survey Technician	Perform all types of surveying required for project completion	\$ 80.00
Survey Crew (2-Man)	Perform field work and coordination	\$ 135.00
Survey Crew (1-Man)	Perform field work and coordination	\$ 115.00
Survey Crew (3-Man)	Perform field work and coordination	\$ 205.00
Administrative	Perform administrative duties	\$ 55.00
Party Chief	Perform field work and coordination	\$80
Instrument Operator	Assist Party Chief in performing field work and coordination	\$55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.7

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Clanton & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Senior Principal	Professional Engineer/Control/QA/QC	\$260.00
Principal	Professional Engineer / Project Management / Day to Day Contact	\$180.00
Senior Engineer	Electrical Design and Engineering	\$115.00
Senior Designer	Lighting Design / Project Management	\$115.00
Designer	Principal support	\$95.00
Engineer	Principal support	\$95.00
Intern	Principal Support	\$80.00
Production Manager	CADD Production / Deliverables Management	\$115.00
Senior CADD Technician	CADD Production	\$95.00
CADD Technician	CADD Production	\$70.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.479

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Goodbee & Associates, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Owner	Direction of all aspects of the firm's operations	\$200
Principal	Direction of all aspects of the firm's operations	\$190
Project Manager III	Lead and review technical work	\$150
Project Manager II	Lead and review technical work	\$135
Project Manager I	Lead and review technical work	\$125
Designer	Completes technical work under direction of PM	\$110
Administrator	Bookkeeping and general administration	\$110
CAD II/EIT II	Completes technical work under direction of PM	\$100
Administrative Assistant	General administration	\$80
CAD I / EIT I	Completes technical work under direction of PM	\$80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.1.

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Pinyon Environmental, Inc.

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).

Title/Classification	Responsibilities	Rate/Hr.
Expert Witness	Expert Witness Preparation and Deposition	\$248.00
Principal Engineer/ Scientist	QA/QC by Principal or Senior Technical Reviewer, Meetings with Regulatory and Oversight Agencies	\$226.00
Senior Engineer/ Scientist	Remediation, Engineering Design, Investigation Design, Development of Work Plans, Database Design, Training, Industrial Hygiene	\$201.00
Project Manager	Project Management, Coordinates Multi-Disciplinary Teams, Response to Agency Questions, Project Meetings with Clients/ Regulators	\$179.00
Project Specialist	Reports to Regulatory and Oversight Agencies, Preparation of Permits, GIS Library Development and Data Analysis, Technical Review of Documents	\$132.00
Project Engineer/ Scientist	Phase I ESA Site Visits/Reporting, Interpretation of Data, Collection of Non-Field Data, Development of Logs and Maps, Pilot Testing, Biological and Wetland Field Mapping, Preparation of Reports to Clients, GIS Data Collection/Processing/Presentation, Asbestos Designer/Air Monitoring Specialist/Project Manager, Technical Review of Documents	\$127.00
Technical Editor	Review and revision of documents for submittal to clients.	\$127.00
Staff II Engineer/Scientist	Soil Logging, Monitoring Well Installation Oversight, Water-Level Surveying, Slug Tests, Field Oversight, Lead Driller, Miscellaneous Field Services, Asbestos Building Inspector	\$117.00
Staff I Technician	Groundwater Sampling, Sampling During UST Removals, Surveyor's Assistant	\$102.00
Drafting (Graphics)	AutoCad or Microstation Drafting	\$95.00
Project Assistant	Monthly Invoicing	\$90.00
Clerical	Word Processing, Clerical	\$67.00

On attached pg.

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Railroad Coordination, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Railroad Coordination	\$195
Accounting	Billing and Invoicing	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0975

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: RockSol Consulting Group, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Project Manager	Oversee project; manage Rocksol services	\$195.65
Senior Geotechnical Engineer	Oversee geotechnical services on project	\$135.67
Geological Engineer	Manage and assist with geotechnical services on project	\$96.91
Geotechnical Engineer	Perform geotechnical services on project	\$78.62
Senior Structural Engineer	Oversee structural engineering services on project	\$151.07
Structural Engineer	Perform structural engineering services on project	\$105.03
Assistant Structural Engineer II	Assist with structural engineering services on project	\$83.99
Assistant Structural Engineer I	Assist with structural engineering services on project	\$65.81
Construction Inspector	Conduct inspections during construction	\$81.12
Materials Tester	Perform quality assurance materials testing	\$71.80

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.6861

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Stolfus & Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Directs all aspects of firm's operations.	\$170
Senior Engineer	P.E. Licensed Project Engineer/Manager with over 10 years' experience with major responsibility for technical performance and project management depending on specific assignments.	\$145
Engineer II	P.E. Licensed Project Engineer/Manager with responsibility for technical performance on projects.	\$125
Planner II	Certified planner providing technical guidance to junior staff. Leads multi-discipline teams.	\$125
Planner	Applies planning regulations and policies to projects. May lead multi-discipline teams.	\$105
Engineer	P.E. Licensed Staff/Project Engineer working under general supervision.	\$105
Design Engineer	Entry-level engineer performing engineering assignments under the guidance of experienced engineers.	\$95
Transportation Specialist	Non-degreed professional with significant experience in the transportation industry.	\$115
Student Intern	Project assignments under direction of engineering professionals.	\$55
Administrative	Performs routine clerical/office support work.	\$55

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.5334

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Universal Field Services, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Right of way acquisition Project Manager	Coordinate needs of project to, oversight of agents, coordination with City and County of Denver project manager, oversee subcontractors.	\$104.76
Senior Acquisition agent	Make written offer of Fair Market Value, negotiate settlement and close acquisition through Title Company. Insure all conveyances are recorded in County Records. Submit file for Condemnation if negotiations are not successful.	\$83.42
Senior Relocation Agent	Provide Relocation Assistance under the Uniform Act to insure all displaced persons receive all assistance they may qualify for. Identify any occupants who may not be eligible for relocation assistance. Provide all notification and correspondence required for the project.	\$83.42
Administrative Assistant/ QA/AC	Update status reports and any databases that may be used. Review forms, letters and completed file with agents.	\$67.90

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.94.

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Valerian, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Principal	Provides leadership, oversees overall project & design	\$150.00/HR
Associate Principal	Oversees and provides design, quality control & budget management	\$115.00/HR
Associate	Provides oversight, lead design and review, sub-consultant coordination	\$95.00/HR
Project Designer	Project support	\$75.00/HR
Irrigation Designer	Provides all irrigation design and coordination	\$85.00/HR
Office Manager	Clerical support, filing, submittal preparation, and other duties as assigned.	\$60.00/HR

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.00

All reimbursable expenses are subject to the review and approval of the City. The additional expenses of the Consultant reimbursable by the City shall include:

- (1) Mileage: Reimbursable at the current IRS Business Rate ONLY when Consultant is required to drive to a project located outside the City and County of Denver Boundary.
- (2) Actual cost of reproducing and printing reports, drawings, specifications and other work products, and the associated cost for shipping and handling. These reimbursable expenses pertain only to requests made to the Consultant from the City, and exclude intra-office printing, scanning and reproduction required by the Consultant to complete the work.
- (3) Actual cost for expendable supplies and services not normally used on a routine or normal basis in an architectural or engineering office (i.e. aerial photography) and which are provided especially under this Agreement for the benefit of the City.

Exhibit C-1

Attachment 2

LIST OF KEY PERSONNEL

Amec Foster Wheeler nka Wood Environment & Infrastructure Solutions, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

Note: Subconsultants' key personnel are listed in separate attachments for each subconsultant.

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Principal Engineer	Don Connors, PE
Senior Associate	Rich Weber
Senior Associate	Craig Friesen, PE
Associate	Justin Wierema, PE
Associate	Marc Dionne, PE
Associate	Julia Jung, PE
Senior 2	Doug Barr, PE
Senior 2	Scott Kelley, PE, PTOE
Senior 2	John Loranger, PE, CFM
Senior 2	John Scheckel, RA
Senior 1	Jennifer Forbes, PE
Technical Professional 3	Kristina Babonas
Technical Professional 3	Jim Kronstein
Technical Professional 3	Damon Pellegrini, PE
Technical Professional 3	Nicholas Pickering, PE
Technical Professional 3	Eric Pilger, PE
Technical Professional 3	Richard Shields, PE, LEED-AP
Technical Professional 3	Jarrid Summers, PE

Attachment 2
LIST OF KEY PERSONNEL
Clanton & Associates, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Principal	Dane Sanders
Senior Engineer	Greg Flageolle

Attachment 2
LIST OF KEY PERSONNEL
Railroad Coordination, LLC

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Project Manager	Susan K. Grabler

Attachment 2

LIST OF KEY PERSONNEL

RockSol Consulting Group, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Senior Geotechnical Engineer	Don Hunt, PE

Attachment 2
LIST OF KEY PERSONNEL
Stolfus & Associates, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Senior Engineer	Michelle Hansen
Senior Engineer	Matthew Brown

Attachment 2
LIST OF KEY PERSONNEL
Universal Field Services, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Right of Way Acquisition Project Manager	Larry Risinger

Attachment 2
LIST OF KEY PERSONNEL
Valerian, LLC

(Consultant may copy this page or modify it to conform to the services being offered.)

PERSONNEL CLASSIFICATION	NAME OF INDIVIDUAL
Associate Principal	Cassie Kaslon
Associate	Brent Kaslon