

## 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 3222 South Vance Street, #200, Lakewood, Colorado 80227 (“Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated December 4, 2020, and an Amendatory Agreement dated April 5, 2022 (collectively, the “Agreement”) to perform the services set forth on Exhibit A, the Scope of Work, to the City’s satisfaction

**B.** The Parties wish to amend the Agreement to extend the term, update paragraph 25- No Employment of Workers without Authorization, and amend the rates.

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

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**4. TERM:** The Agreement will commence on **January 1, 2021**, and will expire on **December 31, 2025** (the “Term”). At the City’s sole option, the Term may be extended up to five (5) years from the commencement date as indicated on the City’s signature page by a written amendment to the Agreement. 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. Section 25 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**25. [RESCINDED.]**”

3. **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**.

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

5. 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.

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**Contract Control Number:** ESEQD-202367349-02 / ENVHL-202056463-02  
**Contractor Name:** PINYON ENVIRONMENTAL, 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:**

ESEQD-202367349-02 / ENVHL-202056463-02  
PINYON ENVIRONMENTAL, INC.

By: DocuSigned by:  
*Brian Partington*  
A3AC823F1E99419... \_\_\_\_\_

Name: Brian Partington  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT B-1 Rates

### Environmental Consulting Rates

Category/Item	Unit	Rate
<b>Labor*</b>		
Managing Engineer/Scientist	hour	\$202
Principal Engineer/Scientist	hour	\$200
Senior Engineer/Scientist	hour	\$162
Project Engineer/Scientist	hour	\$138
Staff II Engineer/Scientist	hour	\$127
Staff I Engineer/Scientist	hour	\$118
Field Technician	hour	\$109
Clerical	hour	\$94
CADD/Accounting/Administrative	hour	\$110
<b>Reimbursables**</b>		
Dual Interface Probe	day	\$70
Groundwater level indicator	day	\$30
Photoionization Detector / FID or similar	day	\$75
Automated Samplers, Monitors, and Data Loggers	day	\$100
PID / FID / multi gas meter (or similar)	day	\$75
Groundwater sampling kit	day	\$250
Soil Sampling kit	day	\$250
Rental Vehicle	day	\$50
Mileage	\$/mile	current IRS
<b>Pass Through Rate – Subcontractor Costs and Management***</b>		
All Subcontracted Services	% mark-up	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%

\*Add categories as necessary to match your firm's labor categories; identify proposed project manager.

\*\*Add items necessary to complete proposed scope of work.

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