

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 **NINYO & MOORE, GEOTECHNICAL CONSULTANTS**, a California corporation doing business at 6001 South Willow Drive, Suite 195, Greenwood Village, Colorado 80111 (the “Consultant”), jointly (“the parties”).

WITNESSETH:

WHEREAS, the City and the Consultant entered into Agreement dated April 8, 2015, and an Amendatory Agreement dated March 17, 2016 (collectively, the “Agreement”), to perform environmental site assessment, brownfields redevelopment support, storage tank removal and remediation, general remediation oversight, litigation support and expert technical analysis, and other environmental services as requested to the City's satisfaction; and

WHEREAS, the parties wish to amend the Agreement to increase the contract value and extend the term;

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

1. Section 4 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**4. TERM**: The Agreement will commence on the date executed by the City as indicated on the City's signature page and will expire on December 31, 2018 (the "Term"). 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 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**,” Subsection D entitled “**Maximum Contract Amount**,” subsection i, is hereby deleted in its entirety and replaced with:

“**D. Maximum Contract Amount**:

- i.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$900,000.00)** (the “Maximum Contract Amount”). The

City is not obligated to execute an agreement or any amendments for any other services, including any services performed by Consultant beyond that specifically described in Exhibit A. Any services performed beyond those provided for under, and authorized in accordance with, the Agreement, are performed at Consultant's risk and without authorization under the Agreement.

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

4. 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.

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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-201520845-02

Contractor Name: NINYO & MOORE

By: *Lise Marie Bisson*

Name: LISE MARIE BISSON
(please print)

Title: ENVIRONMENTAL OPERATIONS MANAGER
(please print)

ATTEST: [if required]

By: *Melanie McDonald*

Name: Melanie McDonald
(please print)

Title: Senior Engineer
(please print)

