

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRC ENVIRONMENTAL CORPORATION**, a Connecticut corporation, doing business at 21 Griffin Road North, Windsor, Connecticut 06095 (“Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 7, 2021, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables 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, increase the Maximum Contract Amount, update paragraph 25-No Employment of Illegal Aliens, update paragraph 28-No Discrimination in Employment, amend the rates exhibit, and amend the key personnel exhibit.

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 **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 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**:” Subsection D. i entitled “**Maximum Contract Amount**:” 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 **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further 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. Section 25 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"25. [RESCINDED.]"

4. Section 28 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby deleted in its entirety and replaced with:

"28. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts."

5. **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**.

6. **Exhibit C** is hereby deleted in its entirety and replaced with **Exhibit C-1, Key Personnel**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit C** are changed to **Exhibit C-1**.

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

8. 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: ESEQD-202367711-01 / ENVHL-202056458-01
Contractor Name: TRC Environmental Corporation

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-202367711-01 / ENVHL-202056458-01
TRC Environmental Corporation

By: DocuSigned by:
Mark Robbins
D0E93510B3B5415... _____

Name: Mark Robbins
(please print)

Title: President, EV
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1**RATES****On-call Rates**

	Category/Item	Unit	Rate (\$) ^{1,2}
EV Rate	Labor		
EV28	Principal/ Technical Director Level IV	hour	309
EV27	Principal/ Technical Director Level III	hour	197
EV26	Principal/ Technical Director Level II	hour	197
EV25	Principal/ Technical Director Level I	hour	197
EV24	Program Manager/ Senior Technical Manager IV	hour	197
EV23	Program Manager/ Senior Technical Manager III	hour	197
EV22	Program Manager/ Senior Technical Manager II	hour	197
EV21	Program Manager/ Senior Technical Manager I	hour	188
EV20	Project/ Technical Manager IV	hour	181
EV19	Project/ Technical Manager III	hour	173
EV18	Project/ Technical Manager II	hour	166
EV17	Project/ Technical Manager I	hour	160
EV16	Senior Scientist/ Engineer/ Specialist IV	hour	153
EV15	Senior Scientist/ Engineer/ Specialist III	hour	145
EV14	Senior Scientist/ Engineer/ Specialist II	hour	139
EV13	Senior Scientist/ Engineer/ Specialist I	hour	133
EV12	Project Scientist/ Engineer/ Specialist IV	hour	126
EV11	Project Scientist/ Engineer/ Specialist III	hour	119
EV10	Project Scientist/ Engineer/ Specialist II	hour	114
EV09	Project Scientist/ Engineer/ Specialist I	hour	106
EV08	Scientist/ Engineer/ Specialist/Technicians/Support VIII	hour	101
EV07	Scientist/ Engineer/ Specialist/Technicians/Support VII	hour	96
EV06	Scientist/ Engineer/ Specialist/Technicians/Support VI	hour	86
EV05	Scientist/ Engineer/ Specialist/Technicians/Support V	hour	81
EV04	Scientist/ Engineer/ Specialist/Technicians/Support IV	hour	73
EV03	Scientist/ Engineer/ Specialist/Technicians/Support III	hour	67
EV02	Scientist/ Engineer/ Specialist/Technicians/Support II	hour	61
EV01	Scientist/ Engineer/ Specialist/Technicians/Support I	hour	49
	Reimbursables		
	Dual Interface Probe	day	47.25
	Groundwater Level Indicator	day	24.57
	Photoionization Detector / FID (or similar)	day	141.75
	Automated Samplers, Monitors, and Data Loggers	day	92.93

	Groundwater Sampling Kit	day	25.00
	Soil Sampling Kit	day	15.00
	Rental Vehicle	day	65.00
	Mileage	\$/mile	0.655
	Pass Through Rate – Subcontractor Costs and Management*		
	All Subcontracted Services	% mark-up per job	8%
	Field Sampling and Investigation Supplies and Materials as preapproved by City and County of Denver Project Manager	% mark-up per job	8%
	Remediation Supplies and Materials as preapproved by City and County of Denver Project Manager	% mark-up per job	8%

*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 as in accordance with the most-current Colorado Division of Oil and Public Safety's Invoicing / Reasonable Costs Guidelines.

² Personnel rates and other items (e.g. mileage) may be adjusted annually with advance approval from the City and County of Denver Project Manager.

EXHIBIT C-1**KEY
PERSONNEL**

Team Member	Title
Beau Perry, PE	Principal/ Technical Director Level III
Kevin Bodenhamer, PE	Principal/ Technical Director Level II
Susan Slattery, PE	Principal/ Technical Director Level II
David Elam	Principal/ Technical Director Level II
Dustin Krajewski, PE	Principal/ Technical Director Level I
Michal Amstadt	Program Manager/ Senior Technical Manager IV
Fritz Leonard	Program Manager/ Senior Technical Manager III
David Miller	Program Manager/ Senior Technical Manger I
David Heitz, PE	Project/ Technical Manager IV
Lukas Sorensen	Project/ Technical Manager III
Jason Jayroe	Project/ Technical Manager III
Jean Decker	Project/ Technical Manager III
Erin Bergquist	Project/ Technical Manager III
Brandon Cochran	Project/ Technical Manager I
Erick Penate	Senior Engineer IV
Heather Butler	Project Specialist IV
Sophia Gentile	Project Engineer IV
Eric Emerson	Project Engineer III
Kiana Eldredge	Scientist VII
Erin Kelly	Engineer VII
Matthew Kruse	Scientist VII
Patrick McLaughlin	Scientist VI
Thelonious Breskin	Scientist VI
Holly Moser	Engineer V
Janet Kreinbrink	Support VI