

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 **AECOM Technical Services, Inc.**, a California corporation, authorized to do business in Colorado, whose address is 300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071 (“Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 14, 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, update paragraph 25-No Employment of Illegal Aliens, update paragraph 28-No Discrimination in Employment, and replace Exhibit B.

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 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 [RESCINDED.]**”

3. 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.”

4. **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**.

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

6. 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: ESEQD-202367304-01 / ENVHL-202056459-01
Contractor Name: AECOM TECHNICAL SERVICES, 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-202367304-01 / ENVHL-202056459-01
AECOM TECHNICAL SERVICES, INC.

By: DocuSigned by:
Margaret Zebley
BD27A9D0856C463... _____

Name: Margaret Zebley
(please print)

Title: margaret.zebley@aecom.com
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT B-1
RATES**

AECOM

Environmental Consulting Rates (2023-2025)

Category/Item	Unit	Rate
Labor*		
Managing Engineer/Scientist	Hour	\$ 190.00
Principal Engineer/Scientist (Project Manager)	Hour	\$ 175.00
Senior Engineer/Scientist - II	Hour	\$ 163.00
Senior Engineer/Scientist - I	Hour	\$ 138.00
Project Engineer/Scientist	Hour	\$ 118.00
Staff II Engineer/Scientist	Hour	\$ 103.00
Staff I Engineer/Scientist	Hour	\$ 95.00
Field Technician	Hour	\$ 83.00
Clerical	Hour	\$ 60.00
CADD/Accounting/Administrative	Hour	\$ 70.00
Reimbursables**		
Dual Interface Probe	Day	\$ 30.00
Groundwater Level Indicator	Day	\$ 20.00
Photoionization Detector / FID or Similar	Day	\$ 40.00
Automated Samplers, Monitors, and Data Loggers	Day	\$ 55.00
PID / FID / Multi Gas Meter (or Similar)	Day	\$ 50.00
Groundwater Sampling Kit	Day	Cost +5%
Soil Sampling Kit	Day	Cost +5%
Rental Vehicle	Day	\$ 100.00
Mileage	Day	Current mileage rate established by the Internal Revenue Service
Pass Through Rate - Subcontractor Costs and Management***		
All Subcontracted Services	% Markup Per Job	5%
Field Sampling and Investigation Supplies and Materials as Preapproved by City and County of Denver Project Manager	% Markup Per Job	5%
Remediation Supplies and Materials as Preapproved by City and County of Denver Project Manager	% Markup Per Job	5%