

## 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 **MATRIX ENVIRONMENTAL SERVICES LLC**, a Colorado limited liability company, doing business at 2435 Research Parkway, Suite 300, Colorado Springs, CO 80920 (“Consultant”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated December 30, 2020, (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 amend Exhibit B-Rates.

**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 **[RESCINDED.]**”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; and further agrees to insert the foregoing provision in all subcontracts hereunder.”

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-202367598-01 / ENVHL-202056516-01  
**Contractor Name:** MATRIX ENVIRONMENTAL SERVICES LLC

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:

\_\_\_\_\_

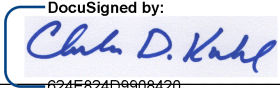
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

ESEQD-202367598-01 / ENVHL-202056516-01  
MATRIX ENVIRONMENTAL SERVICES LLC

By:   
624E824D9906420...

Name: Charlie Kuhl  
(please print)

Title: SVP, Director, Matrix Environmental Services  
(please print)

ATTEST: [if required]

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

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

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

**On-call Environmental Consulting Rates (2024-2025)**

Category / Item	Unit	Rate <sup>^</sup>
<b>Labor*</b>		
Principal	Hour	\$287.50
Executive Vice President	Hour	\$266.59
Senior Vice President	Hour	\$256.14
Vice President	Hour	\$245.68
Associate Vice President	Hour	\$235.23
Executive Associate	Hour	\$214.32
Senior Associate	Hour	\$203.86
Associate	Hour	\$177.73
Professional VII	Hour	\$156.82
Professional VI	Hour	\$146.36
Professional V	Hour	\$130.68
Professional IV	Hour	\$125.45
Professional III	Hour	\$120.23
Professional II	Hour	\$115.00
Professional I	Hour	\$104.55
Staff VII	Hour	\$156.82
Staff VI	Hour	\$146.36
Staff V	Hour	\$125.45
Staff IV	Hour	\$104.55
Staff III	Hour	\$88.86
Staff II	Hour	\$78.41
Staff I	Hour	\$67.95
1-Person Survey Crew	Hour	\$125.45
2-Person Survey Crew	Hour	\$198.64
3-Person Survey Crew	Hour	\$277.04
<b>Reimbursables**</b>		
Dual Interface Probe	Day	\$52.27
Groundwater Level Indicator	Day	\$31.36
Photoionization Detector / FID or Similar	Day	\$81.55
Automated Samplers, Monitors, and Data Loggers	Day	\$141.14
PID / FID / Multi Gas Meter (or Similar)	Day	\$78.41
Groundwater Sampling Kit	Day	\$36.59
Soil Sampling Kit	Day	\$36.59
Rental Vehicle	Day	\$88.86
Mileage	per Mile	\$0.68
Bladder pump ** added item	Day	\$121.27
1-liter Tedlar bags ** added item	Day	\$26.14
Electric submersible pump ** added item	Day	\$167.27
<b>Pass Through Rate - Subcontractor Costs and Management***</b>		
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	0%
Remediation Supplies and Materials as Preapproved by City and County of Denver Project Manager	% Markup Per Job	0%

<sup>^</sup> 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.

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

\*\* Add items as necessary to complete proposed scope of work. Items not identified during the proposal process may not be considered as "reimbursable" by the City.

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