

## **AMENDATORY MASTER ON-CALL AGREEMENT**

**THIS AMENDATORY MASTER ON-CALL AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **E.T. TECHNOLOGIES, INC.**, a Utah corporation, authorized to conduct business in Colorado, whose address is 10000 S. Dransfeldt Road, Suite 100, Parker, Colorado 80134 (the “Contractor”) (jointly, “the Parties”).

### **RECITALS**

**WHEREAS**, the Parties entered into an Agreement dated January 18, 2024, (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.

**WHEREAS**, the Parties wish to amend the Agreement to update paragraph 11- Examination of Records and Audits, add paragraph 43-Compliance with Denver Wage Laws, and amend the budget/rates exhibit.

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

1. Section 11 of the Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS:**”, subsection (a) is hereby deleted in its entirety and replaced with:

**“11. EXAMINATION OF RECORDS AND AUDITS.**

**(a)** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during

the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

2. Section 43 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“43. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

3. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Budget/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 Amendatory Master On-Call 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-202473912-01 / ESEQD-202370291-01  
**Contractor Name:** E.T. TECHNOLOGIES, 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:

\_\_\_\_\_

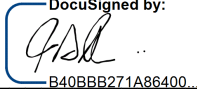
\_\_\_\_\_

By:

\_\_\_\_\_

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

ESEQD-202473912-01 / ESEQD-202370291-01  
E.T. TECHNOLOGIES, INC.

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

Name: Jeff Roehrig  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT B-1 - Budget/Rates**  
**City-wide Hazardous Materials Management Services**

<b>A</b>	<b>A. Labor - Salaried (Exempt) Professional Workers - Not Subject to Prevailing Wage</b>	<b>\$ per Hour</b>
A.1	Executive	\$ 105.00
A.2	Scientist, Engineer, Geologist, Professional Project Manager	\$ 115.00
A.3	Specially Qualified Site Supervisor, Technical Specialists / Advisors in Hazardous Materials	\$ 110.00

<b>B</b>	<b>B. Labor - Trades and Hourly Workers - Subject to Prevailing Wage or Living Wage</b>	<b>\$ per Hour</b>
B.1	Master Tradesperson, Senior Hazardous Materials Technician, Foreman, or Crew Lead	\$ 85.00
B.1.1	Master Tradesperson, Senior Hazardous Materials Technician, Foreman, or Crew Lead - Overtime	\$ 127.50
B.2	Journeyman Tradesperson, Trained Hazardous Materials Technician	\$ 72.00
B.2.1	Journeyman Tradesperson, Trained Hazardous Materials Technician - Overtime	\$ 108.00
B.3	Heavy Equipment Operator	\$ 72.00
B.3.1	Heavy Equipment Operator - Overtime	\$ 108.00
B.4	Truck Driver, including CDL w/Hazardous Materials Endorsement	\$ 65.00
B.4.1	Truck Driver, including CDL w/Hazardous Materials Endorsement - Overtime	\$ 97.50
B.5	Common Laborer	\$ 60.00
B.5.1	Common Laborer - Overtime	\$ 90.00
B.6	Administration and Clerical (may be subject to Denver Living Wage)	\$ 50.00

<b>C</b>	<b>C. Flat Fees</b>	<b>\$</b>
C.1	Mobilization of Heavy Equipment- any trailered equipment	\$ 1,200.00
C.2	Decontamination / Washdown of Demobilized Heavy Equipment	\$ 650.00

C.3	Urgent Mobilization of Heavy Equipment (90 minutes to less than 24 hours, see SOW)	\$ 1,600.00
C.4	Urgent Mobilization of Personnel, Vehicle and Tools -absent heavy equipment (90 minutes to less than 24 hours, see SOW)	\$ 500.00

<b>D</b>	<b>D. Vehicle Use and Transportation -Front Range including area TSDFs (in-house)</b>	<b>\$ per Hour</b>
D.1	Utility truck, includes ~ ½ ton pick-up, with or without equipment in tow	\$ 25.00
D.2	Cube Truck, Cargo Truck, Flat-Bed/Stake-bed Truck or Trailer in lieu of	\$ 35.00
D.3	Tandem Dump Truck	\$ 85.00
D.4	Semi-Tractor Trailer, including Dump Truck	\$ 149.50

<b>E</b>	<b>E. Nation-wide Transportation and Hauling (outsourced to commercial carrier)</b>	<b>Mark-Up %</b>
E.1	Utility truck (with or without covered bed, including dedicated or specialized transportation)	15%
E.2	Cube Truck, Cargo Truck, Flat-Bed/Stake-bed Truck or Trailer in lieu of	15%
E.3	Tandem Dump Truck	15%
E.4	Semi-Tractor Trailer, including Dump Truck	15%

<b>F</b>	<b>F. Administration of Sub-contracted Services, other than transportation, typ w/Operator</b>	<b>Mark-Up %</b>
F.1	Bucket (lift) Truck	15%
F.2	Industrial Vacuum truck	15%
F.3	Standard Size Crane or Boom Truck	15%
F.4	Large Mobile Crane Truck	15%
F.5	Concrete Pumping Truck	15%
F.6	All other Large Equipment, includes excavator, grader, paver	15%
F.7	Site Surveying and Mapping Field Services	15%

F.8	Delivery, Set-up and Operation of Abatement and Remediation Technology	15%
F.9	Geo-Technical Field Services (subcontracted labor pay must comply with Denver Prevailing Wage)	15%
F.10	Site Security Guard Service - may include overtime (subcontracted labor pay must comply with Denver Prevailing Wage and align with Denver Overtime Pay calculations)	15%
F.11	Waste treatment and disposal (TSDf services, e.g., reclamation, recovery, landfill, incineration, etc.)	15%

<b>G</b>	<b>G. Equipment (in-house, or rental -includes highway trailer if applicable)</b>	<b>\$ per Hour</b>	<b>or</b>	<b>Mark-Up on Rental %</b>
G.1	Trailer-mounted Electric Generator Set	\$ 40.00		15%
G.2	Trailer-mounted Air Compressor, Vacuum, or Pump	\$ 60.00		15%
G.3	Trailer-mounted Modular Wastewater Filtration and Treatment System	RENTAL		15%
G.4	Trailer-tanks, frac tanks and other portable, durable tanks	RENTAL		15%
G.5	Trailerable Trenching and Compacting machinery	RENTAL		15%
G.6	Forklift with attachments	\$ 65.00		15%
G.7	Heavy Duty Forklift	\$ 75.00		15%
G.8	Scissor Lift	\$ 63.75		15%
G.9	Bobcat or Skid-Steer (small loader)	\$ 35.00		15%
G.10	Mini- or Small Excavator	\$ 40.00		15%
G.11	Standard Excavator	\$ 75.00		15%
G.12	Standard Size Loader or Backhoe	\$ 75.00		15%
G.13	Standard Size Bulldozer	\$ 72.85		15%
G.14	3 - 6 Cubic Yard Dumpsters, Waste Bins, and Roll-offs (w/covers)	RENTAL		15%
G.15	All large Cubic Yard Boxes and Roll-offs, including 20-25 Cubic Yard Roll-off (w/covers)	RENTAL		15%
G.16	Re-usable / Durable Field-Portable Dikes, Booms, Basins, and Tarps	\$ 15.00		15%

G.17	Fencing and Barricades	\$ 5.75 /ft	15%
G.18	Confined Space Entry and Extrication Equipment, SCBA, and Level A and B Garments	\$ 75.00	15%
G.19	Field-ready Analytical Instruments, Meters and Detection Equipment, and Sampling Devices	\$ 35.00	15%
G.20	All other equipment, including motorized commercial tools and equipment, hand carted generators and pumps, masonry saws, jackhammers, etc.	\$ 14.00	15%

H	H. Procurement of Equipment, Supplies and Materials	Mark-Up %
H.1	Purchase of drums and containers, packaging, placarding, labeling, and shipping supplies	15%
H.2	Purchase and Delivery of Dumpsters, Waste Bins, Roll-offs	15%
H.3	Purchase and Delivery of Prefabricated Sheds, Trailer Buildings, and Freight Containers	15%
H.4	Purchase of Consumable Spill Response, Diking, Damming and Erosion Control supplies	15%
H.5	Purchase of all other durable manufactured items and materials (including paving and landscape materials, building materials, lighting, fencing, small tanks, etc.)	15%
H.6	Purchase of machinery and equipment (pumps, generators, vacuums, treatment and remediation hardware, meters, sensors, and detection equipment)	15%
H.7	Purchase of fuels, oils, and chemical supplies	15%

I	I. Required Pass-Through costs and In-House Services at No Cost to the City	requirement
I.1	Pre-award of project strategizing, planning and feasibility determinations, administrative, and clerical work.	No Cost to the City
I.2	Pre-award of project preparation and communication of estimations and proposals	No Cost to the City
I.3	Pre-award of project collaboration and negotiations with the City, including in-person meeting attendance	No Cost to the City
I.4	Pre-award of project Front Range area travel incident to project planning, preparations, and meetings	No Cost to the City
I.5	Use of durable, re-usable PPE, including boots, respirators, hardhats, and eyewear	No Cost to the City
I.6	Use of durable tools, including hand tools, electric hand tools, carts, and small motorized equipment	No Cost to the City
I.7	Use of communications equipment, radios, water meter, and small chemical detectors and monitoring tools, including LEL and PID meters	No Cost to the City



I.8	Purchase of single-use disposable PPE consumed (dust and splash coveralls, gloves, N, P, or R filtering face-piece, eye-wear)	Pass-Through, No Mark-up
I.9	Analytical Laboratory Services	Pass-Through, No Mark-up
I.10	Commercial freight, shipping or delivery costs of project-specific goods and supplies, including surcharges	Pass-Through, No Mark-up