

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER, CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRIHYRO CORPORATION**, a Wyoming corporation, authorized to do business in Colorado, with its principal place of business located at 1252 Commerce Drive, Laramie, Wyoming 82070 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated December 9, 2020, and an Amendatory Agreement dated April 5, 2022 (collectively, the “Agreement”) to perform the services 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 Workers without Authorization, amend the rates, and amend the key personnel.

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 **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)** (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 WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"25. [RESCINDED.]

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. **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**.

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

7. This Second 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-202367397-02 / ENVHL-202056457-02
Contractor Name: TRIHYDRO 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-202367397-02 / ENVHL-202056457-02
TRIHYDRO CORPORATION

By: DocuSigned by:
George Mathes
D404F5C36EDA440...

Name: George Mathes
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

HIBIT B-1 Rates

On Call Environmental Consulting Rates		
Category/Item	Unit	Rate
Labor*		
Managing Engineer/Scientist (Trihydro Proposed Project Manager Billing Level)	Hour	\$ 175
Principal Engineer/Scientist	Hour	\$ 144
Senior Engineer/Scientist	Hour	\$ 132
Project Engineer/Scientist	Hour	\$ 113
Staff III Engineer/Scientist*	Hour	\$ 102
Staff II Engineer/Scientist	Hour	\$ 89
Staff I Engineer/Scientist	Hour	\$ 75
Field Technician	Hour	\$ 65
Clerical	Hour	\$ 58
CADD/Accounting/Administrative	Hour	\$ 81
Reimbursables**		
Dual Interface Probe	Day	\$ 43
Groundwater Level Indicator	Day	\$ 24
Photoionization Detector / FID or Similar	Day	\$ 79
Automated Samplers, Monitors, and Data Loggers	Day	\$ 92
PID / FID / Multi Gas Meter (or Similar)	Day	\$ 117
Groundwater Sampling Kit	Day	\$ 220
Soil Sampling Kit	Day	\$ 33
Rental Vehicle	Day	\$ 86
Mileage	Day	\$ 0.575
Pass Through Rate - Subcontractor Costs and Management***		
All Subcontracted Services	% Markup Per Job	10%
Field Sampling and Investigation Supplies and Materials as Preapproved by City and County of Denver Project Manager	% Markup Per Job	10%
Remediation Supplies and Materials as Preapproved by City and County of Denver Project Manager	% Markup Per Job	10%
Footnotes		
<p>^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.</p> <p>*Add categories as necessary to match your firm's labor categories; identify proposed project manager.</p> <p>**Add items necessary to complete proposed scope of work. Items not identified during the proposal process may not be considered as "reimbursable" by the City.</p> <p>***City and County of Denver may request its consultants to provide competitive bids for subcontracted services, supplies, materials.</p>		

EXHIBIT C-1 KEY PERSONNEL

<u>Dated: 3/1/2023</u>			
<u>Labor Category</u>	<u>Employee Name</u>	<u>Labor Category</u>	<u>Employee Name</u>
Managing Engineer/Scientist	Birdsong, Cassidy	Staff III Engineer/Scientist	Burke, Matthew
Managing Engineer/Scientist	Christopher, Jay	Staff III Engineer/Scientist	Carlson, Nick
Managing Engineer/Scientist	Forry, Todd	Staff III Engineer/Scientist	Cloud, Anna (aka Hoyt, Anna)
Managing Engineer/Scientist	Graveling, Dan	Staff III Engineer/Scientist	Conkling, Emily
Managing Engineer/Scientist	Henricks, Patrick	Staff III Engineer/Scientist	Galeotos, Peter
Managing Engineer/Scientist	Hinman, Melissa	Staff III Engineer/Scientist	Wiest, Adam
Managing Engineer/Scientist	Irianni Renno, Maria	Staff III Engineer/Scientist	Wood, Daniel
Managing Engineer/Scientist	Jones, Matthew	Staff II Engineer/Scientist	O'Brien, Stephen
Managing Engineer/Scientist	Klemperer, Paul	Staff II Engineer/Scientist	Swift, Mackensie
Managing Engineer/Scientist	Krembs, Friedrich	Staff II Engineer/Scientist	Van Amburg, Margaret
Managing Engineer/Scientist	Langford, Jennifer	Field Technician	Jameson, Alexander
Managing Engineer/Scientist	Martinek, Brian	Clerical	Johnson, Marsella
Managing Engineer/Scientist	Nelson, Steve	Clerical	Kricken, Mary Kathryn
Managing Engineer/Scientist	Pfeffer, John	Clerical	Luck, Elisabeth
Managing Engineer/Scientist	Racchini, Louis	Clerical	White, Katherin
Managing Engineer/Scientist	Riffel, Allison	CADD/Accounting/Administrative	Cedillo, Philip
Managing Engineer/Scientist	Sell, Jeremy	CADD/Accounting/Administrative	Conner, Letha
Managing Engineer/Scientist	Vann, Andrew	CADD/Accounting/Administrative	Evans, Paul
Managing Engineer/Scientist	Walls, Stephen	CADD/Accounting/Administrative	Hettick, Patricia
Principal Engineer/Scientist	Lake, Jonathan	CADD/Accounting/Administrative	Loveland, Andrea
Principal Engineer/Scientist	Olson, Mitchell	CADD/Accounting/Administrative	Parsons, Rena
Principal Engineer/Scientist	Saller, Kevin	CADD/Accounting/Administrative	Peak, Jeremiah
Senior Engineer/Scientist	Kuykendall, Kaylene	CADD/Accounting/Administrative	Rettinger, Maigen
Senior Engineer/Scientist	Phillips, Michael	CADD/Accounting/Administrative	Robeson, Brian
Project Engineer/Scientist	Huffman, Kenneth	CADD/Accounting/Administrative	Rosatelli, Rageena
Project Engineer/Scientist	Mitchell, Katie	CADD/Accounting/Administrative	Thompson, Kaylee
Project Engineer/Scientist	Settembrino, Mark		