

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FOOTHILLS ENVIRONMENTAL, INC.**, a Colorado corporation, doing business at 11099 W. 8th Avenue, Lakewood, Colorado 80215 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 19, 2015, and an Amendatory Agreement dated June 7, 2017 (the “Agreement”) to provide on-call asbestos, lead, and mold abatement services.

B. The Parties wish to amend the Agreement to extend the term and amend Exhibit A.

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

1. Paragraph 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on the date set forth in the City’s signature and expire on August 18, 2020 (the “Term”). 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. All references to “Exhibit A” in the existing Agreement shall be amended to read A-1”, as applicable.

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

4. 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: **Alfresco #ENVHL-201522906-02**
Jaggaer #ENVHL-201950676-00

Contractor Name: **FOOTHILLS ENVIRONMENTAL, 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:

Alfresco #ENVHL-201522906-02

Jaggaer #ENVHL-201950676-00

Contractor Name:

FOOTHILLS ENVIRONMENTAL, INC.

By:  B45CAA519A6547E...

Name: Andre Gonzalez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

FEES

Group I: Asbestos & Lead Based Paint Services

Labor

| Description | Unit of Measure | Rate |
|---------------------------------------------|-----------------|----------|
| Field Operations Manager or Principal Level | Hour | \$112.58 |
| Project Manager or Senior Level | Hour | \$95.25 |
| Asbestos Project Designer or Project Level | Hour | \$80.10 |
| Air Monitoring Specialist or Staff Level | Hour | \$66.00 |
| Technician Drafter – CADD (I, II or III) | Hour | \$64.95 |
| Technical Assistant (I, II or III) | Hour | \$54.12 |
| Office Manager | Hour | \$40.00 |

Analytical, Supplies and Equipment

| Description | Unit of Measure | Rate |
|-------------------------------------------------------|------------------|------------|
| PCM Analysis (2-hour turnaround) | each | \$14.95 |
| PCM Analysis (24-hour turnaround) | each | \$10.35 |
| PLM Analysis (2-hour turnaround) | each | \$17.25 |
| PLM Analysis (24-hour turnaround) | each | \$11.50 |
| PLM Analysis (3-5 day turnaround) | each | \$6.90 |
| PLM Point Count Analysis (6-hour turnaround) | each | \$40.25 |
| PLM Point Count Analysis (24-hour turnaround) | each | \$23.00 |
| PLM Point Count Analysis (3-5 day turnaround) | each | \$17.25 |
| TEM Analysis (6-hour turnaround) | each | \$103.50 |
| TEM Analysis (24-hour turnaround) | each | \$80.50 |
| TEM Analysis (3-5 day turnaround) | each | \$69.00 |
| TCLP Analysis (RCRA 8 metals) (3-day turnaround) | each | \$276.00 |
| Lead Air Sample - ICP/AAS Metal (24-hour turnaround) | each | \$23.00 |
| Lead Wipe Sample - ICP/AAS Metal (24-hour turnaround) | each | \$23.00 |
| XRF Analyzer | Per day or event | \$350.00 |
| All other lab analysis | each | Cost + 15% |

Group II: Industrial Hygiene Services

Labor

| Description | Unit of Measure | Rate |
|----------------------------|-----------------|----------|
| Industrial Hygiene Manager | Hour | \$112.58 |
| Project Manager | Hour | \$95.25 |
| Industrial Hygienist | Hour | \$75.00 |
| | | |

Analytical, Supplies/Equipment

| Description | Unit of Measure | Rate |
|-------------------------------------------------------------|-----------------|------------|
| Air Sampling Pump, High Volume | Each per day | \$6.00 |
| Air Sampling Pump, Low Volume | Each per day | \$6.00 |
| 4-Gas Meter (O ₂ , LEL, CO and H ₂ S) | Each per day | \$25.00 |
| Indoor Air Quality (Temp., %RH, CO ₂) | Each per day | \$69.00 |
| Any other equipment | Each per day | Cost + 15% |

Additional Products/Services

| Description | Unit of Measure | Rate |
|-----------------------------------------------|-----------------|----------|
| Methamphetamine Analysis (24-hour turnaround) | Each | \$92.00 |
| Methamphetamine Analysis (3-day turnaround) | Each | \$69.00 |
| Methamphetamine Analysis (5-day turnaround) | Each | \$46.00 |
| Certified Industrial Hygienist | Hour | \$112.58 |
| | | |

Incidentals

| Description | Unit of Measure | Rate |
|-------------|-----------------|---------|
| Parking | | At Cost |
| Mileage | Per mile | \$0.58 |
| | | |