

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 **ORION ENVIRONMENTAL, INC.**, a Colorado corporation with its principal place of business located at 4875 Newport Street, Commerce City, Colorado 80022 (the "Contractor"), jointly ("the parties").

WITNESSETH:

WHEREAS, the City and the Contractor entered into Agreement dated August 7, 2014, and a First Amendatory Agreement dated August 7, 2015 (collectively, the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement so as to extend the term and increase the maximum contract amount;

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

1. Section 6 of the Agreement entitled "**TERM**" is hereby deleted in its entirety and replaced with:

"6. **TERM**: The Agreement will commence on the date set forth in the City's signature page and expire three years from that date (the "Term"). At the City's sole discretion, the City may extend the Agreement under the same terms and conditions set forth in the Agreement for up to one additional two-year renewal term by a written amendment to the Agreement. Contractor hereby agrees that if the City elects to extend the Agreement as stated above, that it shall extend the Agreement under the same terms and conditions set forth in the Agreement. Subject to the Manager's prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager."

2. Section 7 of the Agreement entitled "**COMPENSATION AND PAYMENT**," Sub-paragraph (d)(1) entitled "**Maximum Contract Amount**," is hereby deleted in its entirety and replaced with:

"7. **COMPENSATION AND PAYMENT**:

(d) **Maximum Contract Amount**.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed

NINE HUNDRED SIXTY THOUSAND DOLLARS (\$960,000.00) (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 Contractor beyond those specifically identified in Section 2 or 3 or set forth in any notice to proceed arising out of the Agreement. Any other services performed are performed at Contractor's risk and without authorization under the Agreement.”

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:

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:

By _____

By _____

By _____



Contract Control Number: ENVHL-201415702-02

Contractor Name: ORION ENVIRONMENTAL, INC

By: Shawn R Lober

Name: Shawn R Lober
(please print)

Title: President
(please print)

ATTEST: [if required]

SHELLY JENKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074012405
MY COMMISSION EXPIRES MARCH 29, 2019

By: Shelly Jenkins

Name: Shelly Jenkins
(please print)

Title: Accountant
(please print)

