

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 **PINYON ENVIRONMENTAL, INC.**, a Colorado corporation doing business at 9100 W. Jewell Ave., Suite 200, Lakewood, Colorado 80232 (the "Consultant"), jointly "the parties".

RECITALS:

A. The City and the Consultant entered into Agreement dated April 27, 2015, (the "Agreement") to perform environmental site assessment, brownfields redevelopment support, storage tank removal and remediation, general remediation and oversight, litigation support and expert technical analysis, and other environmental services as requested to the City's satisfaction.

B. The parties wish to amend the Agreement 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. Paragraph 4 of the Agreement entitled "**TERM**" is hereby deleted in its entirety and replaced with:

"4. TERM: The Agreement will commence on the date executed by the City as indicated on the City's signature page and will expire three years from that date (the "Term"). At the City's sole option, the Term may be extended for up to one (1) additional two (2) year renewal term 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. Paragraph 5 of the Agreement entitled "**COMPENSATION AND PAYMENT**", Sub-paragraph D(i) entitled "**Maximum Contract Amount**" is hereby deleted in its entirety and replaced with:

"5. COMPENSATION AND PAYMENT:

D. Maximum Contract Amount:

- i.** Notwithstanding any other provision of the agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$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 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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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 BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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 _____

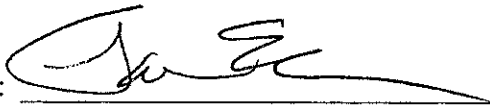
By _____

By _____



Contract Control Number: ENVHL-201520873-01

Contractor Name: PINYON ENVIRONMENTAL ENGIN RESOURES
INC

By: 

Name: Lauren Evans
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

