

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 **LAMBLAND, INC.**, a Colorado corporation doing business as **A-1 ORGANICS, INC.** and doing business at 16350 WCR 76, Eaton, Colorado 80615 (the "Consultant"), jointly ("the Parties").

RECITALS:

A. The Parties entered into Agreement dated March 8, 2017 (the "Agreement") to provide composting services for residentially generated organic material picked up through Denver's Compost Program.

B. The Parties wish to amend the Agreement to extend the term and increase funding.

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

1. Section 3 of the Agreement entitled "**TERM**" is hereby deleted in its entirety and replaced with:

"**3. TERM:** The term of this Agreement shall commence upon final execution by all parties and shall terminated on January 31, 2019, unless extended in accordance with the terms of the Agreement (the "Term"). Subject to the Executive Director's prior written authorization, the Consultant 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 Executive Director."

2. Section 4 of the Agreement entitled "**COMPENSATION AND PAYMENT,**" subsection (d)(1) is hereby deleted in its entirety and replaced with:

"**4. COMPENSATION AND PAYMENT:**

(d) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED FORTY-EIGHT THOUSAND DOLLARS AND NO**

CENTS (548,000.00) (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 in Exhibit A 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.

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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: PWADM-201732543-01

Contractor Name: A-1 ORGANICS

By: 

Name: Travis Bahnsen
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

