

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BLUE STAR RECYCLERS**, a Colorado nonprofit corporation, with an address at P.O Box 64435, Colorado Springs, Colorado 80962 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated October 23, 2019, a First Amendatory Agreement dated February 8, 2022, and a Second Amendatory Agreement dated August 26, 2022 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Pricing, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and remove paragraph 19-No Employment of Workers without Authorization.

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 Agreement will commence on **August 15, 2019**, and will expire on **August 14, 2024** (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$975,000.00)** (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 that specifically described in **Exhibit A**. Any services performed beyond

those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

3. Section 19 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:

"19. [RESCINDED.]"

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

5. This Third 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: GENRL-202366815-03 [GENRL-201951192-03]
Contractor Name: Blue Star Recyclers

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

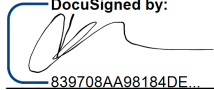
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202366815-03 [GENRL-201951192-03]
Blue Star Recyclers

By:  839708AA98184DE...

Name: Clyde Killingbeck
(please print)

Title: Director of Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)