

### 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 **LVI ENVIRONMENTAL SERVICES, INC.**, a Colorado corporation, with its principal place of business located at 5150 Fox Street, Denver, Colorado 80216 (the "Contractor").

#### RECITALS

A. The City and the Contractor entered into an Agreement dated November 17, 2009, an Amendatory Agreement dated September 8, 2010, and a Second Amendatory Agreement dated November 30, 2010 concerning asbestos, lead-based paint and mold abatement for the Department of Environmental Health's ("DEH") (the "Agreement").

B. The parties wish to amend the Agreement to increase funding, extend the Term, and as otherwise set forth below.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Section 2 of the Agreement, entitled "**TERM**", is deleted and replaced in its entirety by the following provision:

"**2. TERM.** The term of the Agreement is from October 6, 2009 through and including October 5, 2012. 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 13 of the Agreement, entitled "**MAXIMUM CONTRACT AMOUNT**", is deleted and replaced in its entirety by the following provision:

"**13. MAXIMUM CONTRACT AMOUNT.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION FOUR HUNDRED EIGHTY THOUSAND (\$2,480,000)** (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 authorized in an NTP or Change Order thereto. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement."

3. Section 46, entitled "**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**" is hereby added to the Contract to read as follows:

"**46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or

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enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

4. Except as amended in the Third Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

5. The Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

6. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Third Amendatory Agreement. The person or persons signing and executing the Third Amendatory Agreement on behalf of the Contractor hereby warrants and guarantees that the Contractor has fully authorized he or she or them to execute the Third Amendatory Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances and provisions in the Agreement as amended by the Third Amendatory Agreement set forth herein.

7. The Third Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same instrument.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** OC91385

**Vendor Name:** LVI Environmental Services 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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: OC91385

Vendor Name: LVI Environmental Services Inc.

By: 

Name: BRET BAUMANN  
(please print)

Title: VICE PRESIDENT  
(please print)

ATTEST: [if required]

By: 

Name: Mark Sampson  
(please print)

Title: General Manager  
(please print)

