

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ALPINE DISPOSAL, INC.**, a Colorado corporation d/b/a **ALPINE WASTE AND RECYCLING**, located at 7373 Washington Street, Denver, Colorado 80229 (“Contractor” and, together with the City, the “Parties”).

### RECITALS

**A.** The City and Contractor entered into an Agreement dated November 20, 2013, as amended by an Amendatory Agreement dated September 28, 2016, a Second Amendatory Agreement dated April 7, 2017, and a Third Amendatory Agreement dated May 2, 2017 (collectively, the “Agreement”) for Contractor to undertake and perform all of the composting and recycling and related services for Red Rocks Amphitheatre, Denver Performing Arts Complex, McNichols Civic Center Building, and the Denver Coliseum as set forth in the Original Agreement.

**B.** The City and Contractor wish to amend the Agreement to extend the term of the Agreement.

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

**1.** Paragraph 3 of the Agreement, is hereby amended to read as follows:

“**TERM**: This Agreement will commence on January 1, 2014 and will expire on March 31, 2018 (the “Term”).”

**2.** Subparagraph a of Paragraph 4 of the Agreement, is hereby amended to read as follows:

“**Fees**: The City shall pay and the Contractor shall accept, together with the Additional Consideration described in subsection 4.b, as the sole compensation for services rendered and costs incurred by the Contractor under this Agreement the amount of FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00). Amounts billed may not exceed the rates set forth in **Exhibit B-1**.”

**3.** Subparagraph e(1) of Paragraph 4 of the Agreement, is hereby amended to read as follows:

“e. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any services performed by Contractor beyond those specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are

performed at Contractor's risk and without authorization under this Agreement.”

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

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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:** THTRS-201313518-04

**Contractor Name:** ALPINE DISPOSAL INC

By: *JL Griffith*

Name: John Griffith  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

