

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 **CUSTOM ENVIRONMENTAL SERVICES, INC.**, a Colorado corporation with its principal place of business located at 8041 West I-70 Frontage Road, Unit 11, Arvada, Colorado 80002 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

WHEREAS, the Parties entered into Agreement dated October 22, 2013, a First Amendatory Agreement dated September 29, 2014, a Second Amendatory Agreement dated August 28, 2015, a Third Amendatory Agreement dated August 26, 2016 (collectively, the “Agreement”) to provide on-call services for the management of hazardous materials and regulated wastes; and

WHEREAS, the Parties wish to amend the Agreement to 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. Section 9 of the Agreement entitled “**COMPENSATION AND PAYMENT**,” subsection (c) entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“(c) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00)** (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.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the

Agreement irrevocably pledge the present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

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

3. This Fourth 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: ENVHL-201312426-04

Contractor Name: CUSTOM ENVIRONMENTAL SERVICES, INC.

By: Gerald J. Marks

Name: GERALD J. MARKS
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

