

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BELFOR ENVIRONMENTAL, INC.**, a Colorado corporation, doing business at 5075 Kalamath St., Denver, CO 80221 (the “Contractor”).

RECITALS

A. The City and Contractor entered into an Agreement dated October 7, 2013 and an Amendatory Agreement dated October 6, 2014 (collectively, the “Agreement”) pursuant to which Contractor performs hazardous materials and regulated wastes management services on an on-call basis.

B. The City and Contractor wish to amend the Agreement to extend the term and add funds as set forth below.

The parties agree as follows:

1. Section 3 of the Agreement, entitled “**TERM**,” is amended by deleting it and replacing it with:

“**3. TERM:** The term of the Agreement is from and including October 7, 2013 through and including October 6, 2018.”

2. Section 9, subsection (c) of the Agreement is amended by deleting it and replacing it with:

“(c) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Fifty Thousand Dollars (\$750,000) (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 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 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.”

3. Except as amended in the Second Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.
4. 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 Second Amendatory Agreement. The person or persons signing and executing the Second Amendatory Agreement on behalf of Contractor hereby warrants and guarantees that Contractor has fully authorized he or she or them to execute the Second Amendatory Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions in the Agreement as amended by the Second Amendatory Agreement set forth herein.

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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-201312427-02

Contractor Name: BELFOR ENVIRONMENTAL, INC.

By: *Paul Suchowski*

Name: PAUL SUCHOWSKI
(please print)

Title: CONTROLLER
(please print)

ATTEST: [if required]

By: *Sharon Lewis*

Name: Sharon Lewis
(please print)

Title: Legal assistant
(please print)

