

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NORTHERN COLORADO PEST AND WILDLIFE CONTROL CORP.**, a Colorado corporation, whose principal office address is 2881 S. 31st Ave. Suite 12, Greeley, Colorado 80631 (the “Contractor”), jointly (“the Parties”).

RECITALS

A. The Parties entered into an Agreement executed on February 26, 2018; a First Amendatory Agreement executed on June 17, 2020; a Second Amendatory Agreement executed on October 8, 2020; a Third Amendatory Agreement executed on June 11, 2021; and a Fourth Amendatory Agreement executed on March 15, 2022 (the “Agreement”) to provide services set forth in that Agreement and the exhibits thereto.

B. The Parties wish to execute this Fifth Amendatory Agreement to modify the term date of the Agreement and extend the termination date; and to increase the maximum contract amount.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Paragraph **3** of the Agreement, entitled “**TERM**” is hereby deleted and replaced with the following:

“3. TERM: The Agreement shall commence on April 1, 2018 and shall expire on April 30, 2023 (Term). This Agreement may be terminated earlier as provided in Paragraph 5 of this Agreement.”

2. Paragraph 4.A. of the Agreement, entitled “**COMPENSATION AND PAYMENT: Maximum Contract Amount**”, is hereby amended to read as follows:

“4A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00), unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the compensation for the Work authorized to be performed by the Contractor under this Agreement will total or approximate the Maximum**

Contract Amount. All Work is subject to inspection by the City prior to payment.

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular including and to the extent the CARES Act and other federal funding applies.

4. This Fifth 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.

**[SIGNATURE PAGES FOLLOW]
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Contract Control Number: GENRL-202366841-05 [GENRL-201739057-05]
Contractor Name: NORTHERN COLORADO PEST AND WILDLIFE
CONTROL CORP

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:
CONTROL CORP

GENRL-202366841-05 [GENRL-201739057-05]
NORTHERN COLORADO PEST AND WILDLIFE

DocuSigned by:
By: *Kristen Ewals-Strain*
CE16FD6B5C244B4

kristen Ewals-Strain
Name: _____
(please print)

Owner
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)