

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 **NORTHWEST CASCADE, INC.**, a Washington corporation, doing business as **LIBERTY SITE SERVICES**, (formerly known as Clear Selections Group, Inc.), whose address is 10412 John Bananola Way E, Puyallup, Washington 98374 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 6, 2020, an Amendatory Agreement dated July 30, 2020, a Second Amendatory Agreement dated October 7, 2020, and a Third Amendatory Agreement dated June 10, 2021, (collectively, the “Agreement”) to provide the services outlined in the scope of work.

B. The Parties wish to amend the Agreement to amend the maximum amount, amend confirmation of lawful employment provision, amend no discrimination in employment provision, and amend the rates.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$4,900,000.00)** (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. Section 19 of the Agreement entitled “**CONFIRMATION OF LAWFUL EMPLOYMENT UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

3. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. **Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3** are hereby deleted in their entirety and replaced with **Exhibit B-4 Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3** are changed to **Exhibit B-4**.

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

6. 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: GENRL-202160905-04 [GENRL-202053133-04]
Contractor Name: Northwest Cascade, Inc. dba Liberty Site Services
Management

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:
Management

GENRL-202160905-04 [GENRL-202053133-04]
Northwest Cascade, Inc. dba Liberty Site Services

By:  _____
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Name: Greg Potts
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT B-4
RATES**

Item	Description of Unit	Description of Rental	Rental Period	Cost
GROUP 1: CONFIGURATION FOR CITYWIDE SERVICE NOT INCLUDING DENVER INTERNATIONAL AIRPORT (DEN)				
1	Standard Portable Toilet	One (1) Service Weekly (Cleaning)	Monthly	\$ 62.00
1A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 7.00
2	Standard Portable Toilet	Two (2) Services Weekly	Monthly	\$ 92.00
2A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 13.00
3	Standard Portable Toilet	Three (3) Services Weekly	Monthly	\$ 149.00
3A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
4	Standard Portable Toilet	Four (4) Services Weekly	Monthly	\$ 195.00
4A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
5	Standard Portable Toilet	Five (5) Services Weekly	Monthly	\$ 255.00
5A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
6	Standard Portable Toilet	Six (6) Services Weekly	Monthly	\$ 359.00
6A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
7	Standard Portable Toilet	Seven (7) Services Weekly	Monthly	\$ 448.00
7A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
8	Standard Portable Toilet	1 extra weekly service	Per Service	\$ 29.50
8A	Add Hand Santizer	Add Hand Santizer	Per Service	\$ 7.00
9	ADA Compliant Handicap Portable Toilet	One (1) Service Weekly	Monthly	\$ 98.00
9A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 7.00
10	ADA Compliant Handicap Portable Toilet	Two (2) Services Weekly	Monthly	\$ 129.00
10A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 13.00
11	ADA Compliant Handicap Portable Toilet	Three (3) Services Weekly	Monthly	\$ 216.00
11A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
12	ADA Compliant Handicap Portable Toilet	Four (4) Services Weekly	Monthly	\$ 259.00
12A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
13	ADA Compliant Handicap Portable Toilet	Five (5) Services Weekly	Monthly	\$ 315.00
13A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
14	ADA Compliant Handicap Portable Toilet	Six (6) Services Weekly	Monthly	\$ 415.00
14A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
15	ADA Compliant Handicap Portable Toilet	Seven (7) Services Weekly	Monthly	\$ 495.00
15A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
16	ADA Compliant Handicap Portable Toilet	1 extra weekly service	Per Service	\$ 29.50
16A	Add Hand Santizer	Add Hand Santizer	Per Service	\$ 7.00
17	Standard Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
18	Standard Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
19	ADA Compliant Handicap Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
20	ADA Compliant Handicap Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
21	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 62.00
22	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 62.00
GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):				
23	Standard Portable Toilet with Hand Santizer	One (1) Service Weekly (Cleaning)	Monthly	\$ 75.00
24	Standard Portable Toilet with Hand Santizer	Two (2) Services Weekly	Monthly	\$ 141.00
25	Standard Portable Toilet with Hand Santizer	Three (3) Services Weekly	Monthly	\$ 182.00
26	Standard Portable Toilet with Hand Santizer	Four (4) Services Weekly	Monthly	\$ 247.00
27	Standard Portable Toilet with Hand Santizer	Five (5) Services Weekly	Monthly	\$ 282.00
28	Standard Portable Toilet with Hand Santizer	Six (6) Services Weekly	Monthly	\$ 423.00
29	Standard Portable Toilet with Hand Santizer	Seven (7) Services Weekly	Monthly	\$ 494.00
30	Standard Portable Toilet with Hand Santizer	1 extra weekly service	Per Service	\$ 29.50
31	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	One (1) Service Weekly	Monthly	\$ 116.00

GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN): (CONT'D)				
32	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	Monthly	\$ 160.00
33	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	Monthly	\$ 247.00
34	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	Monthly	\$ 301.00
35	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	Monthly	\$ 348.00
36	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	Monthly	\$ 466.00
37	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	Monthly	\$ 549.00
38	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 29.50
39	Standard Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
40	Standard Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
41	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
42	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
43	DIA Comfort Station	See Exhibit "A" (estimated 5 services per year)	Per Service	\$ 245.00
44	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 75.00
45	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 75.00
GROUP 3: CONFIGURATION FOR SPECIAL EVENTS CITYWIDE NOT INCLUDING DENVER INTERNATIONAL AIRPORT:				
46	Portable Toilet	One Week Service	Weekly	\$ 63.00
47	Portable Toilet	One Day Service	Daily	\$ 63.00
48	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 98.00
49	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 98.00
50	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 63.00
51	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 63.00
52	Trash Box	Delivery of Trash Boxes	As Needed	\$ 9.50
GROUP 4: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT SPECIAL EVENTS				
53	Portable Toilet	One Week Service	Weekly	\$ 73.00
54	Portable Toilet	One Day Service	Daily	\$ 73.00
55	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 98.00
56	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 98.00
57	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 65.00
58	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 65.00
59	Trash Box	Delivery of Trash Boxes	As Needed	\$ 9.50
GROUP 5: CONFIGURATION FOR DENVER PUBLIC WORKS MANNED RELIEF STATIONS:				
Item Number	Description of Rental/Service	Frequency	Cost	
60	Unit Rental	Monthly	\$	2,550.00
61	Daily Attendants	Hourly	\$	24.00
62	Pumping Out Waste/Filling Water Tank	Per Service	\$	159.00
63	Deep Cleans of Unit	Per Service	\$	95.00
64	Transporation of Unit	Per Hour	\$	95.00
65	Misc Maintenance	Per Hour	\$	49.00