

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”) and **TAIT ENVIRONMENTAL SERVICES, INC.**, a California corporation doing business at 6163 East County Road 16, Loveland, CO 80537 (the “**Contractor**”), jointly “**the Parties**”.

WITNESSETH:

WHEREAS, the Parties entered into Agreement dated July 15, 2016 (the “**Agreement**”) to perform the services described in the scope of work;

WHEREAS, The Parties wish to amend the Agreement to extend the term and amend a clause in the Agreement.

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

1. Section 5 of the Agreement shall be deleted in its entirety and replaced with:

“5. TERM:

The term of this Agreement shall commence on July 1, 2016, and shall terminate on June 30, 2021, unless sooner terminated as provided in this agreement. Should for any reason the Term expire prior to the completion by Contractor of a task, then in the City’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.”

2. Section 23 of the Agreement shall be deleted in its entirety and replaced with:

“23. NOTICES:

Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

For DIA, by Contractor to:

CEO of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

For other City agencies, by Contractor to:

Executive Director of Public Health and Environment or Designee
101 W. Colfax Ave, Ste 800
Denver, Colorado 80202

And by City to:

Tait Environmental Services, Inc.
6163 E. County Road 16
Loveland, Colorado 80537

Said notices shall either be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. mail. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute address or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.
4. This 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: Alfresco No. ENVHL-201627545-01
Jaggaer No. ENVHL-201950563-00

Contractor Name: TAIT ENVIRONMENTAL SERVICES, INC.

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: Alfresco No. ENVHL-201627545-01
Jaggaer No. ENVHL-201950563-00

Contractor Name: TAIT ENVIRONMENTAL SERVICES, INC.

By:  DocuSigned by:
Edwin "Lee" Reeves
8DEE3D122C63486...

Name: Edwin "Lee" Reeves
(please print)

Title: Edwin Lee Reeves
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)