AMENDATORY AGREEMENT

This **AMENDATORY CONTRACT** ("Contract" or "Agreement") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **JKS INDUSTRIES, LLC**, a Colorado limited liability company, with its principal place of business located at 5200 DTC Parkway, Suite 200, Greenwood Village, Colorado 80111 (the "Contractor"), jointly ("the Parties").

RECITALS:

WHEREAS, the Mayor declared a state of local disaster emergency on March 12, 2020, as amended, pursuant to C.R.S. 24-33.5-701, et seq., brought on by the spread of COVID-19, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020, as amended, on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020, as amended, due to the COVID-19 crisis;

WHEREAS, the City awarded the Agreement to the Contractor as a result of a competitive selection process conducted by the City in accordance with its rules and procedures;

WHEREAS, to respond to the COVID-19 crisis in the City and County of Denver, Colorado, and pursuant to the declarations of emergency described above, the City wishes to retain Contractor for on-call abatement and remediation services;

WHEREAS, the City wishes such work to be performed on an expedited, emergency basis;

WHEREAS, the Parties entered into an Agreement dated June 22, 2020, (the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth in Section 2, **Services to be Performed** ("Services"), and to the City's satisfaction; and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 24-No Employment of Illegal Aliens, and update paragraph 27-No Discrimination in Employment.

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 "**TERM:**" is hereby deleted in its entirety and replaced with:

"**4.   TERM:** The Agreement will commence on **June 22, 2020** and will expire **June 21, 2025** (the "Term"). Subject to the Manager's prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend

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until the work is completed or earlier terminated by the Manager. Contractor hereby agrees that if the City elects to extend the Agreement as stated above, that it shall extend the Agreement under the same terms and conditions set forth in the Agreement."

2.   Section 6 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 **FIVE MILLION DOLLARS ($5,000,000.00)** (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."

3.   Section 24 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"24. 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."

4.   Section 27 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby deleted in its entirety and replaced with:

"**27.   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

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income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

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

6.   This Amendatory Contract 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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JKS Industries, LLC
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Contract Control Number: ESEQD-202263454-01 / ENVHL-202054421-01
Contractor Name: JKS INDUSTRIES, LLC

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: ESEQD-202263454-01 / ENVHL-202054421-01
Contractor Name: JKS INDUSTRIES, LLC

DocuSigned by:

By: *Albert Gonzales*
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Name: Albert Gonzales
       (please print)

Title: CEO
     (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
     (please print)