

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **AERO SNOW REMOVAL (CO) LLC** a limited liability company authorized to do business in Colorado (the "Contractor"), Party of the Second Part;

WITNESSETH

WHEREAS, the parties entered into an Agreement dated May 7, 2015 which was subsequently amended by a First Amendment to Agreement dated March 6, 2019, and a Second Amendment dated August 12, 2020 (the "Existing Agreement") for snow removal services (the "Services") for airport facilities at Denver International Airport ("DEN"); and

WHEREAS, the parties desire to amend the Existing Agreement by amending the Maximum Contract Liability and revising language that has been updated; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **SECTION 4 MAXIMUM CONTRACT LIABILITY; FUNDING** is hereby amended by deleting **Section 4 A** in its entirety and replacing it with the following:

4. MAXIMUM CONTRACT LIABILITY; FUNDING

A. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Seventy-Seven Million Ninety Thousand Dollars and Zero Cents (\$77,090,000.00) (the "Maximum Contract Amount").

2. **SECTION 11 NO DISCRIMINATION IN EMPLOYMENT** is deleted in its entirety and replaced with the following:

11. 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.

3. **SECTION 34 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO**

PERFORM WORK UNDER THIS AGREEMENT is deleted in its entirety and replaced with the following:

34. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

i. 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”).

ii. The Contractor certifies that:

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.

iii. 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. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

This Third Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number:
Contractor Name:

PLANE-202263094-03 / Alfresco 201416659-03
AERO SNOW REMOVAL 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:

PLANE-202263094-03 / Alfresco 201416659-03
AERO SNOW REMOVAL CORP

By: See Attached

Name: Salvatore A. Sacco
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

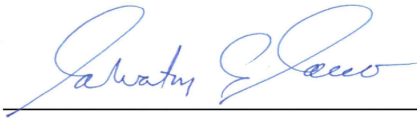
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

PLANE-202263094-03 / Alfresco 201416659-03
AERO SNOW REMOVAL CORP

By: 

Name: Salvatore A. Sacco
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)