

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER** and **FERKAM INC.**

RECITALS:

WHEREAS, the Parties entered into an Agreement dated August 3, 2022 (the “Agreement”) to undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, to the City’s satisfaction; and

WHEREAS, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. Section 3 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**3. TERM**: The Agreement will commence on September 1, 2022, and will expire on August 31, 2026 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

3. In Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection e., entitled “**Maximum Contract Amount**”, Subsection (1) is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$21,500,000.00)** (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 19 of the Agreement, entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**”, is hereby deleted in its entirety and replaced with the following:

“**19. INTENTIONALLY OMITTED.**”

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

“**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.”

6. A new section 36, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is hereby added to the Agreement to read as follows:

“**36. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

8. 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.

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: GENRL-202578241-01 [GENRL-202263097-01]
Contractor Name: FERKAM 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: GENRL-202578241-01 [GENRL-202263097-01]
Contractor Name: FERKAM INC.

By:

Signed by:

Fariborz Samimi

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Name: Fariborz Samimi
(please print)

Title: Fariborz Samimi
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)