

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BASE TACTICAL DISASTER RECOVERY, INC.**, a Michigan corporation with its principal place of business located at 847 Southfield Road, Birmingham, Michigan 48009 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 6, 2020, a First Amendatory Agreement dated September 17, 2020, and a Second Amendatory Agreement dated July 1, 2021 (collectively, the “Agreement”) to provide management services for the City and County of Denver's COVID-19 response.

B. The Parties 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 premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled **TERM** is amended to read as follows:

“**3. TERM:** This Agreement will commence on April 1, 2020, and will expire on December 31, 2023 (the "Term"). Subject to the Executive Director's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

2. In Section 4.d of the Agreement, entitled **Maximum Contract Amount**, Subsection (1) is amended to read as follows:

“(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED THIRTY-EIGHT DOLLARS AND NO CENTS (\$2,311,538.00)** (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 Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under this Agreement.”

3. Section 19 of the Agreement, entitled **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**, is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKER 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 Consultant 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 shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant 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 either 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 Consultant 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 such 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 any 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 Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such 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 Consultant from submitting bids or proposals for future contracts with the City."

4. 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 Consultant 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 Consultant shall insert the foregoing provision in all subcontracts."

5. All references to "**Exhibit B-2**" in the Agreement shall be amended to read: "**Exhibit B-3**" as applicable. The Budget marked as **Exhibit B-3** is attached hereto and incorporated herein by this reference.

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

7. This Third 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.

8. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Consultant consents to the use of electronic signatures by the City. This Third Amendatory Agreement, and any other documents requiring a signature under this Third Amendatory Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Third Amendatory Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Third Amendatory Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: FINAN-202263300-03 [202054195-03]
Contractor Name: BASE TACTICAL DISASTER RECOVERY, 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:
Contractor Name:

FINAN-202263300-03 [202054195-03]
BASE TACTICAL DISASTER RECOVERY, INC

By: ^{DocuSigned by:}
John Levy
297BBA8704AB4BB...

Name: John Levy
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-3

Original Term: 1,614,454

New Term: 697,084

Not to Exceed: 2,311,538

	January	February	March	April	May	June	July	August	September	October	November	December
Incurring												
Projected												
2020				\$ 106,457.00	\$ 49,376.00	\$ 51,779.00	\$ 57,614.00	\$ 50,470.00	\$ 62,222.00	\$ 51,491.00	\$ 50,725.00	\$ 52,320.00
2021	\$ 50,876.00	\$ 68,266.00	\$ 69,502.00	\$ 54,825.00	\$ 65,083.00	\$ 47,487.00	\$ 52,279.00	\$ 61,273.00	\$ 49,985.00	\$ 46,328.00	\$ 65,991.00	\$ 46,792.00
2022	\$ 51,316.00	\$ 77,079.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 50,000.00	\$ 60,000.00	\$ 50,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2023	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 33,000.00	\$ 33,000.00	\$ 41,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00