

Illegal Aliens
(C.R.S. § 8-17.5-101 to -102)

The Subcontract Agreement between Asphalt Specialties Co., Inc. (the “Contractor”) and _____ (the “Subcontractor”) dated _____ (the “Subcontract”) is hereby amended to include the following provisions:

1. The Subcontractor acknowledges that it is subject to, and agrees that it will comply with, all applicable provisions of C.R.S. § 8-17.5-101 to -102. The Subcontractor certifies that it will not knowingly employ or contract with an illegal alien to perform work under the Subcontract.

2. In the event that the Contractor provides the Subcontractor the three day notice set forth in C.R.S. § 8-17.5-102(2)(b)(III)(A), Contractor shall in its sole discretion determine whether the Subcontractor has provided information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien. Termination of the Subcontract pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(B) shall be considered a termination for cause, entitling the Contractor to assert against the Subcontractor all remedies available at law and equity, including but not limited to the remedies set forth in Paragraphs 2 and 4 of the General Conditions of the Subcontract.

3. The Subcontractor promises to defend, indemnify and hold harmless the Contractor and each of its shareholders, directors, officers, partners, agents, divisions, employees and their heirs, successors, and assigns from any and all claims, demands, liabilities, suits, causes of action, damages, judgments, costs and expenses, including costs of defense and reasonable attorney’s fees arising or allegedly arising in connection with any violations by Subcontractor of C.R.S. § 8-17.5-101 to -102.

I (we) have read and agree to the terms set forth above:

Authorized Representative of Subcontractor

Date

Type or print name and title