

THIRD AMENDATORY ON-CALL HAULING AGREEMENT

This **THIRD AMENDATORY ON-CALL POLE REPAIR AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **J&K TRUCKING LLC**, a Colorado limited liability company, with its principal place of business located at 2560 Barnhart Street, Thornton, CO 80229 (the “Contractor”), (collectively “the Parties.”)

RECITALS:

A. The Parties entered into an On-Call Hauling Agreement dated September 28, 2021 an Amendatory Agreement dated November 15, 2022 and a Second Amendatory Agreement dated June 28, 2024 (the “Agreement”) to perform, as assigned, hauling services as directed by the City on an “on-call” or “as needed” basis.

B. The Parties wish to amend the Agreement to extend the Term and to increase the Maximum Contract Amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibits A, A-1 and A-2...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2 and A-3...” as applicable. **Exhibit A-3** the Scope of Work is attached and will control from and after the date of execution.

2. Section 5 of the Agreement entitled “**TERM**”, is amended to read as follows:

“**5. TERM**: The Agreement will commence on September 1, 2021 and will expire on November 8, 2025 (the “Term”).”

3. Section 6 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, Subsection d entitled “**Maximum Contract Amount**”, Subparagraph 1) is amended to read as follows:

“**d. Maximum Contract Amount**: 1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ELEVEN MILLION DOLLARS and 00/100 DOLLARS (\$11,000,000.00)** (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 **Exhibits A, A-1, A-2 and A-3**. Any services

performed beyond those in **Exhibits A, A-1, A-2 and A-3** are performed at Contractor's risk and without authorization under the Agreement."

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

5. This Third Amendatory On-Call Hauling 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW].**

Contract Control Number:
Contractor Name:

DOTI-202578696-03 [202159927-03]
J&K Trucking 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202578696-03 [202159927-03]
Contractor Name: J&K Trucking LLC

By:

Signed by:

kim Stefonick

E810B4495GE2449...

Name: kim Stefonick
(please print)

Title: owner
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

EXHIBIT A-3**Scope of Work**

Contractors must have a valid contractor's license in good standing at both the city and state level. All drivers and subcontractors shall be licensed, and vehicles must be registered with the State of Colorado. A copy of licenses and registrations must be included with the proposal. Contractor shall be responsible for obtaining any and all required permits, including the cost thereof within the proposal.

Contractor shall be capable of providing hauling resources, including labor and trucks, as requested for all milling, paving, and other operations as needed.

Scope of services includes performing hauling of asphalt, mill tailings, or other material as directed by the Street Maintenance Division of the Department of Transportation and Infrastructure. This includes snow removal services where the proposer shall furnish all labor and trucks as necessary to perform on-call snow removal services on City streets as directed by Street Maintenance staff.

Contractor will summarize their relevant experience with hauling contracts. The proposal will detail the number of available drivers and base rate per ton.

PRICING – CONTRACT HAULING

	Rate of material hauled	Pricing for 9/1/2021 – 11/30/2022	Pricing for 12/1/2022 – 11/8/2025
ITEM NO. 1	Ton (1-5 miles)	\$9.91	\$12.91
ITEM NO. 2	Ton (5-10 miles)	\$10.91	\$13.91
ITEM NO. 3	Ton (10-15 miles)	\$11.91	\$14.91
ITEM NO. 4	Ton (15-20 miles)	\$12.91	\$15.91
ITEM NO. 5	Ton (20-25 miles)	\$13.91	\$16.91

SUMMARY OF CONTRACT AMOUNT

Original Contract Amount	\$2,750,000.00
Amount Added with Amendment #1 (with price adjustment)	\$3,500,000.00
Requested Amount to be Added with Amendment #2 (pricing remains the same)	\$3,750,000.00
Requested Amount to be Added with Amendment #3 (pricing remains the same)	\$1,000,000.00
New Total Maximum Contract Amount	\$11,000,000.00