

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **DENVER - DBA, MCITP/MCTS COMPUTER & LIMOUSINE SERVICES, S-CORP**, a Colorado corporation located at 4966 Durham Court, Denver, Colorado 80239 ("Contractor" and, together with the City, the "Parties").

### RECITALS

**A.** The City and Contractor entered into an Agreement dated June 14, 2016 (the "Agreement") for Contractor to undertake and perform the patron shuttle services for events at Red Rocks Amphitheatre as set forth in the Original Agreement.

**B.** The City and Contractor wish to amend the Agreement to extend the term, increase the maximum compensation, and modify the Scope of Work to be performed by Contractor.

**NOW, THEREFORE**, the Parties hereby agree as follows:

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

“This Agreement shall commence on April 1, 2016 and shall expire on December 31, 2021 (the "Term").”

**2.** Subsection a. of Section 4 of the Agreement, entitled "**COMPENSATION AND PAYMENT**," is hereby amended to read as follows:

“**a. Fees:** The City shall pay and Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement no more than Six Hundred Seventy-Five Thousand Dollars and NO Cents (\$675,000.00).”

**3.** Subsection d.(1) of Section 4 of the Agreement, entitled "**COMPENSATION AND PAYMENT**," is hereby amended to read as follows:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Six Hundred Seventy-Five Thousand Dollars and No Cents (\$675,000.00). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any services performed by Contractor beyond that specifically described in the Scope of Work. Any services performed beyond those in the Scope of Work are performed at Contractor's risk and without authorization under this Agreement.”

**4.** A new Exhibit A-1 is attached hereto and all references to “Exhibit A” shall be amended to read “Exhibit A-1”.

**5.** A new Exhibit B-1 is attached hereto and all references to “Exhibit B” shall be amended to read “Exhibit B-1.”

**6.** Except as amended in this Amendatory Agreement, the Agreement is affirmed, and ratified in each and every particular.

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**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** THTRS-201627334-01

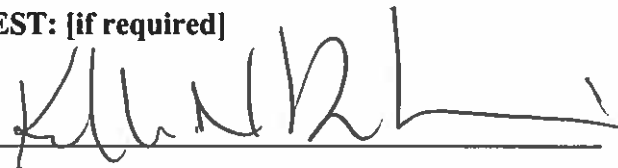
**Contractor Name:** DENVER-DBA, MCITP/MCTS Computer & Limousine Services, S-Corp

By:  \_\_\_\_\_

Name: Gabe "Gabe" Marriam Yesko  
(please print)

Title: CEO  
(please print)

**ATTEST: [if required]**

By:  \_\_\_\_\_

Name: Kelli N Robinson  
(please print)

Title: Security/Clack  
(please print)



**EXHIBIT A-1**  
**SCOPE OF WORK**

**1. Overview**

Contractor will provide shuttle service during events at Red Rocks Amphitheatre. Contractor shall run continuous service through the park assisting any employees, guests or patrons seeking transportation from the parking lots to the Amphitheatre at no charge. . This service is generally limited to transportation prior to the event but not at the conclusion of the event. The management of Red Rocks Amphitheatre shall determine the route driven by the shuttles. The objective of this service is to provide exceptional transportation customer service to employees, guests and customers of the Amphitheatre. Note that drivers are not permitted to solicit tips.

**2. Scheduling**

Amphitheatre management shall determine the days and hours of service, as well as the number and type of vehicles the successful proposer shall provide at any of these events. These schedules shall be issued to the contractor as soon as possible but should be no later than 1 week prior to an event. On occasion event times and schedules are subject to change at the last minute.

**3. Event Coverage**

The contractor is expected to cover all scheduled hours. Drivers shall get proper authorization before vehicles and drivers depart from the park and Amphitheatre. All drivers must possess a vendor issued Photo ID at all times while inside the park and amphitheater. All drivers must also have a recent background check and documentation must be submitted to authorized Red Rocks management.

**4. Communication**

Drivers shall check in with Red Rocks Management or designated personnel upon arrival to Red Rocks Park. While on duty within the park, drivers shall use designated radios to communicate with designated personnel. Radios shall be provided to the Contractor by the venue or designated sub-contractor.

## **5. Invoices**

Contractor shall submit invoices for each event scheduled and worked detailing the date, event, start time, end time, number of hours, appropriate billing rate and total price. Billing shall be based on ½ hour increments.

## **6. Types of Vehicles**

Vehicles must be late model vehicles designed for the purpose of transporting a specified number of people. Contractor must currently have in their fleet the following types of vehicles:

14 passenger vans

24 passenger mini buses/people movers

All vehicles provided by contractor must be able to negotiate the steep and challenging terrain of the Red Rocks venue, where grades in some areas may be as steep as 20%. A maximum of three (3) vehicles will be required at any one event.

City reserves the right to reject any of contractors vehicles deemed insufficient by the City.

## **7. Vehicle Identification Decals**

Contractor's vehicles, while on the job at Red Rocks, shall display magnetic Red Rocks signs if and when requested by the manager or designated representative. Magnetic Signs shall be provided to the Contractor by the venue or designated sub-contractor.

Estimated number of events for Red Rocks for a typical summer season: Approximately 50 events

Estimated number of total Shuttle Bus hours for a typical summer season: Approximately 800 hours

**EXHIBIT B-1**

**COMPENSATION AND PAYMENT**

<b>Vehicle Passenger Capacity</b>	<b>Hourly Rate (with 2 hour minimum</b>
<b>38</b>	<b>\$220</b>
<b>24</b>	<b>\$120</b>
<b>14</b>	<b>\$100</b>
<b>7</b>	<b>\$90</b>
<b>6</b>	<b>\$80</b>