

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LAZ PARKING MIDWEST, LLC**, a Connecticut limited liability company, authorized to do business in Colorado, (d/b/a **LAZ KARP ASSOCIATES LLC**), whose address is One Financial Plaza, Floor 14, Hartford, Connecticut 06103 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 26, 2019, and an Amendatory Agreement dated May 25, 2023 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records, add paragraph 35-Compliance with Denver Wage Laws, and amend the scope of work and budget.

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 hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2019**, and will expire on **December 31, 2025** (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$675,000.00)** (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 **Exhibit A**. Any services

performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement."

3. Section 7 of the Agreement entitled "**EXAMINATION OF RECORDS:**" is hereby deleted in its entirety and replaced with:

"**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276."

4. Section 35 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS:**" is hereby added to the Agreement as follows:

"**35. 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.”

5. **Exhibit A** and **Exhibit A-01** are hereby deleted in their entirety and replaced with **Exhibit A-02, Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-01** are changed to **Exhibit A-02**.

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

7. This Second 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.

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Contract Control Number: ENVHL-202367867-02 [201948180-02]
Contractor Name: LAZ PARKING MIDWEST, LLC
d/b/a LAZ KARP ASSOCIATES 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202367867-02 [201948180-02]
LAZ PARKING MIDWEST, LLC
d/b/a LAZ KARP ASSOCIATES LLC

By:  _____
DocuSigned by:
Veronica Sloan
5C6DB9BBA27E4F7...

Name: Veronica Sloan
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-02

SCOPE OF WORK & BUDGET

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the City and County of Denver Department of Public Health & Environment, and LAZ Parking Midwest LLC. The term of this agreement is January 1, 2019 through December 31, 2025, and is co-terminus with the Denver Post Building lease (first amendment) between the City and County of Denver and Cushman Wakefield. Contractor shall provide the identified services for the City under the support and approval of the Denver Department of Public Health and Environment.

II. Services and Conditions

A. Services

Contractor agrees to provide the following services: parking spaces and vouchers for parking in the garage operated by LAZ at 101 W Colfax Ave, Denver, CO 80202.

Tandem Parking Spaces	As needed, as available
Non-Reserved Parking Spaces	As needed, as available
Vouchers for Full-Day Parking	As needed, as available

B. Reporting (As necessary)

Utilization reports shall be made available to the DDPHE upon request.

III. Budget

Budget. Cost per unit is subject to market rate, and is expected to change over the life of the contract. **Maximum Contract Amount: \$675,000.**

Space Type	Cost Per Unit as of 01/01/2023
Monthly Tandem	\$180.00
Monthly Non-Reserved	\$230.00
Full Day Vouchers	\$17.00
Monthly Reserved	\$280.00

IV. Invoice

- A. Invoices and reports shall be completed and submitted on or before the 15th of each month preceding the month of services rendered 100% of the time. Contractor shall use preferred invoice template, if requested.
- B. Each invoice shall include the City's contract identification number, the period of performance, an itemized description of services provided, and the remit to address.