

FIFTH AMENDMENT TO ON-CALL HAULING AGREEMENT

THIS FIFTH AMENDMENT TO ON-CALL HAULING AGREEMENT 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 company, doing business at 4031 South Argonne Way, Aurora, CO 80013 (the “Contractor”), collectively “the Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 29, 2016, an Amendatory Agreement dated May 11, 2017, a Second Amendatory Agreement dated May 4, 2018, a Third Amendatory Agreement dated April 1, 2019, and a Fourth Amendatory Agreement dated April 8, 2020 (the “Agreement”), to perform, as assigned, hauling services as directed by the City Street Maintenance Division on an “on-call” or “as needed” basis; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Contractor.

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

1. Article 5 of the Agreement entitled “**TERM**” is amended to read as follows:

“**5. TERM:** The Agreement will commence on April 18, 2016, and shall expire on August 31, 2021 (the “Term).”

2. Article 6. d. (1) of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Maximum Contract Amount**” is amended to read as follows:

6. COMPENSATION AND PAYMENT:

d. Maximum Contract Amount:

1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIFTEEN MILLION DOLLARS (\$15,000,000.00)** (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 Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Fifth 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202158680-05[201627369-05]
Contractor Name: 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

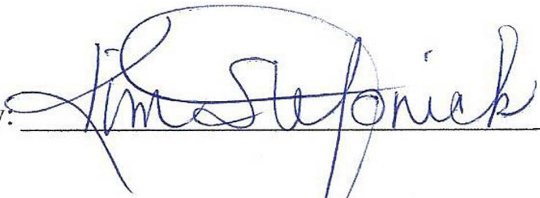
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202158680-05[201627369-05]
J&K Trucking LLC

By:  _____

Name: Kim Stefaniak

Title: Owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)