

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **COLORADO TRANSPORT**, a Colorado limited liability company located at 10735 Logan Court, Northglenn, Colorado 80233 (“Contractor”).

The City and the Contractor entered into an Agreement dated **May 3, 2017**, an Amendatory Agreement dated **December 13, 2018**, and a Second Amendatory Agreement dated **April 5, 2022** for services (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-1, as applicable. Exhibit B-1 is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: This Agreement shall commence on **April 1, 2017**, and shall expire on **December 31, 2024** (the “Term”).”

3. Section 4.a., titled “Fees:”, is hereby deleted and replaced with the following:

“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 **One Million Six Hundred Seventy Five Thousand Dollars and No Cents (\$1,675,000.00)**. Amounts billed may not exceed the rates set forth in **Exhibit B**.”

4. Section 4.d.(1) is hereby deleted and replaced with the following:

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **One Million Six Hundred Seventy-Five Thousand Dollars and No Cents (\$1,675,000.00)**. The City is not obligated to execute a Colorado Transport 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.”

5. A new section titled “**35. COMPLIANCE WITH DENVER WAGE LAWS**” is added to the Agreement and will read 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.”

6. Section 19 of the agreement, titled ‘**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**’, is hereby deleted and replaced as follows:

“**19. INTENTIONALLY OMITTED**”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Third Amendatory Agreement is not 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.

Exhibit List
Exhibit B-1

End.

Signature pages and Exhibits follow this page.

Contract Control Number:
Contractor Name:

THTRS-202472335-03/THTRS-201734396-03
COLORADO TRANSPORT

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:

THTRS-202472335-03/THTRS-201734396-03
COLORADO TRANSPORT

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]


By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

THTRS-202472335-03/THTRS-201734396-03
COLORADO TRANSPORT

By: 

Name: Jay Mendez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B – 1

COMPENSATION AND PAYMENT

One Hundred and No/100 Dollars (\$120.00) per vehicle per hour.

Vehicle must have at least one (1) operator. Time worked will be determined by operator check in and check out with Red Rocks Management.

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.