

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **BUSCO, INC.**, a Nebraska corporation, whose address is 4220 S. 52nd Street, Omaha, Nebraska 68117 and doing business locally at 12295 E. 37th Ave., Denver, Colorado 80239 (“Contractor”), referred to jointly as the “Parties”.

The Parties entered into an Agreement dated October 29, 2013, and amended it by an Amendatory Agreement dated January 2, 2014, a Second Amendatory Agreement dated November 19, 2014, a Third Amendatory Agreement dated July 27, 2015, a Fourth Amendatory Agreement dated February 1, 2016, a Fifth Amendatory Agreement dated October 12, 2016, a Sixth Amendatory Agreement dated January 9, 2017, and a Seventh Amendatory Agreement dated September 29, 2017 (collectively “Agreement”) to provide homeless persons with transportation services to and from the various locations to approved overflow shelters.

The Parties now wish to amend the Agreement to increase the maximum amount of compensation to be paid to the Contractor.

The Parties agree as follows:

1. All references to “Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, and A-7” in the existing Agreements shall be amended to read: “Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8, as applicable.” The scope of work marked as Exhibit A-8 is attached and incorporated by reference. Exhibit A-8 replaces and supersedes Exhibit A-7 attached to the Seventh Amendatory Agreement and controls the services provided from January 1, 2017 through September 30, 2018.

2. Article 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM**: The Agreement will run from October 1, 2013 to September 30, 2018, or until the Maximum Contract Amount specified in sub-section 4.A. below is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or unless this Agreement is extended as provided in a separate amendment to this Agreement (“Term”).”

3. Article 4.A. of the Agreement entitled “**Maximum Contract Amount**”, is amended to read as follows:

“**4. COMPENSATION AND PAYMENT**:

A. **Maximum Contract Amount:** The City shall pay the Contractor, and the Contractor shall accept, as the total compensation for the Work rendered and costs incurred (including all “out-of-pocket” expenses) during the Term a sum not to exceed **Four Million Fifty Thousand Dollars and Zero Cents (\$4,050,000.00)**, which amount shall not be exceeded unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

4. A new Article 39 entitled “**NO DISCRIMINATION IN PROGRAM ASSISTANCE**” is added to the Agreement to read as follows:

“**39. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the delivery of services and supports, the Contractor, its approved service providers, subcontractors, subconsultants, or other approved persons or entities performing work under the Agreement shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity, gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Article 30 of the Agreement entitled “**CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**”, is amended to read as follows:

“**30. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of sections 1 through 39 which precede the signature page (“Agreement Text”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A Statement of Work
Exhibit B Certificate(s) of Insurance

In the event of (i) an irreconcilable conflict between a provision of the Agreement Text and any of the listed exhibits or attachments or among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Agreement Text
Exhibit B
Exhibit A”

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

7. This Eighth 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.

End

Signatures pages and Exhibit A-8 follow this page.

Contract Control Number: SOCSV-201313589-08

Contractor Name: BUSCO, INC.

By: Gene Wordenkemper

Name: Gene Wordenkemper
(please print)

Title: Regional Director / VP Maintenance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



