

## AMENDATORY ON-CALL HAULING AGREEMENT

THIS AMENDATORY ON-CALL HAULING AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and J&K TRUCKING LLC, a Colorado limited liability company, with its principal place of business located at 4031 S. Argonne Way, Aurora, Colorado 80013 (the “Contractor”), (collectively “the Parties.”)

### RECITALS:

A. The Parties entered into an Agreement dated September 28, 2021, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, and amend the scope of work.

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

1. Section 6 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Sub-section 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 MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$6,250,000.00)** (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.”

2. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

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

4. This 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** DOTI-202265139-01 [202159927-01]  
**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:

\_\_\_\_\_

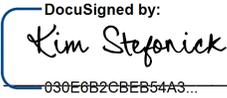
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202265139-01 [202159927-01]  
J&K Trucking LLC

By:  \_\_\_\_\_  
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Name: Kim Stefonick  
(please print)

Title: Owner  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A-1****Scope of Work**

Contractors must have a valid contractor's license in good standing at both the city and state level. All drivers and subcontractors shall be licensed, and vehicles must be registered with the State of Colorado. A copy of licenses and registrations must be included with the proposal. Contractor shall be responsible for obtaining any and all required permits, including the cost thereof within the proposal.

Contractor shall be capable of providing hauling resources, including labor and trucks, as requested for all milling, paving, and other operations as needed.

Scope of services includes performing hauling of asphalt, mill tailings, or other material as directed by the Street Maintenance Division of the Department of Transportation and Infrastructure. This includes snow removal services where the proposer shall furnish all labor and trucks as necessary to perform on-call snow removal services on City streets as directed by Street Maintenance staff.

Contractor will summarize their relevant experience with hauling contracts. The proposal will detail the number of available drivers and base rate per ton.

**PRICING – CONTRACT HAULING**

	<b>Rate of material hauled</b>	<b>Pricing for 9/1/2021 – 11/30/2022</b>	<b>Pricing for 12/1/2022 – 8/31/2024</b>
ITEM NO. 1	Ton (1-5 miles)	\$9.91	\$12.91
ITEM NO. 2	Ton (5-10 miles)	\$10.91	\$13.91
ITEM NO. 3	Ton (10-15 miles)	\$11.91	\$14.91
ITEM NO. 4	Ton (15-20 miles)	\$12.91	\$15.91
ITEM NO. 5	Ton (20-25 miles)	\$13.91	\$16.91