

SECOND AMENDATORY ON-CALL HAULING AGREEMENT

This **AMENDATORY ON-CALL HAULING AGREEMENT** is made and entered 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 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 On-Call Hauling Agreement dated September 28, 2021 an Amendatory Agreement dated November 15, 2022 (the “Agreement”) to perform, as assigned, hauling services as directed by the City on an “on-call” or “as needed” basis.

B. The Parties wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other Amendments as are herein set forth.

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

1. All references to “...Exhibits A-1...” in the existing Agreement shall be amended to read: “...Exhibits A-2...” as applicable. **Exhibit A-1** is deleted in its entirety and replaced with **Exhibit A-2**, which is attached and incorporated to the Agreement.

2. Section 5 of the Agreement entitled “**TERM**”, is amended to read as follows:

“**5. TERM:** The Agreement will commence on September 1, 2021 and will expire on May 8, 2025 (the “Term”).”

3. Section 6 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, Subsection d entitled “**Maximum Contract Amount**”, Subparagraph 1) is amended to read as follows:

“**d. Maximum Contract Amount:** 1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TEN MILLION DOLLARS and 00/100 DOLLARS (\$10,000,000.00)** (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 **Exhibits A-2**. Any services performed beyond

those in **Exhibits A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 21 of the Agreement entitled “**NO EMPLOYMENT OF WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**”, is hereby deleted in its entirety.

5. Section 36 of the Agreement entitled “**COMPLAINEE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**36. 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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Amendatory On-Call Hauling 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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[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202474176-02 [202159927-02]
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

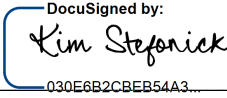
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202474176-02 [202159927-02]
J&K Trucking LLC

By:  _____
030E6B2CBEB54A3...

Name: Kim Stefonick
(please print)

Title: owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2**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

	Rate of material hauled	Pricing for 9/1/2021 – 11/30/2022	Pricing for 12/1/2022 – 5/8/2025
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

SUMMARY OF CONTRACT AMOUNT

Original Contract Amount	\$2,750,000.00
Amount Added with Amendment #1 (with price adjustment)	\$3,500,000.00
Requested Amount to be Added with Amendment #2 (pricing remains the same)	\$3,750,000.00
New Total Maximum Contract Amount	\$10,000,000.00