

## FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the “Amendment”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **MARQUEE EVENT SOLUTIONS d/b/a COLORADO EVENT TRAFFIC** authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

**WHEREAS**, the Parties entered into a certain Contract (IFB #004-21) dated April 19, 2024, (the “Contract”) to provide event parking services for Douglas County Fair & Rodeo, with a maximum contract amount of fifty-five thousand seven hundred one dollars and twenty-eight cents (\$55,701.28) and term of April 19, 2024, through August 5, 2024; and

**WHEREAS**, the Parties have agreed to amend the Contract for the first time by increasing the Maximum Contract Expenditure, extending the Term, updating the scope of services with revised schedule, and updating the payment terms; and

**WHEREAS**, the Parties now have determined that additional clarifications are needed.

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Paragraph 4 of the Contract is hereby amended to read:

**MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **ONE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND SIXTY-THREE CENTS (\$121,373.63)**. The funds appropriated for this First Amendment is **SIXTY-FIVE THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$65,672.35)** for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Paragraph 5 of the Contract is hereby amended to read:

**TERM:** It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on **April 19, 2024**, and terminate at 11:59 a.m. on **August 4, 2025**. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for

such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

3. Exhibit A of the Contract is hereby amended by adding the revised schedule to the scope of services contained in the attached Exhibit A-1, incorporated herein by this reference.
4. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached Exhibit B-1, incorporated herein by this reference.
5. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this First Amendment.
6. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
7. The remainder of the Contract shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

**EXHIBIT A-1**  
**Scope of Services**

Event parking staff services at the Douglas County Fairgrounds to include Gate E security are to be provided Friday, July 25, 2025, through Sunday, August 3, 2025.

See the planned staffing schedule with job site locations and times (attached).

The Contractor will provide all necessary event parking staff. Event parking staff will guide, direct, and execute the current traffic control plan under the supervision of the Contractor Event Director. The event parking staff will also handle the set and strike of all necessary traffic control devices.

Assumptions (uniforms): The Contractor shall provide and ensure all event parking staff will be provided with all necessary uniforms, flags, light wands, radios, hats, and traffic safety vests. The Contractor will also supply all necessary radios for all internal communication.

The County requires a pre-event walk-through on or before July 19, 2025, with a minimum of two of the Contractor's supervisors.

The Contractor shall be accountable for the direct supervision, management, and supervision of its employees. The County shall make all requests regarding deployment, positioning, post assignments, and conduct through the Contractor's Event Director or Manager. The Event Director or Manager will be accountable for the satisfaction of such requests to the extent that such requests are consistent with the County's job site policies, this Contract, the County's rules, regulations, and ordinances, and local, state, and federal law.

If at any time the County finds that an employee of the Contractor is unsatisfactory, the County shall notify the Contractor in writing of the reasons for its dissatisfaction with such employee verbally and by contacting Charlie Chicko @ 303-246-8292. If the County continues to find that the employee is unsatisfactory or if the initial conduct was so egregious as to warrant dismissal, the Contractor will have the employee immediately removed from the job site.

The County requires the Contractor's personnel to be at the job site (the check in location at the Fairgrounds) ready to work at a specific location per the time listed above, therefore reporting time may need to be prior to the scheduled time to allow for a briefing.

**The County is to provide the following:**

One (1) Golf Cart for the Contractor's use during the Fair & Rodeo from 8:00 a.m. July 25, 2025, through 5:00 p.m. August 3, 2025. The Contractor may pick up the cart upon arrival at the site on the first day, July 25, 2025.

2025 Douglas County Fair - DRAFT QUOTE - AS OF 11.22.25

2025 - EVENT QUOTE	
Billing Information	Event Location / Service Address
Douglas County Fair Grounds 500 Fairgrounds Dr. Castle Rock CO 80104	Douglas County Fair Grounds 500 Fairgrounds Dr. Castle Rock CO 80104

We are very excited to have the opportunity to be a part of this wonderful event. Colorado Event Traffic, LLC will provide the following services and equipment with all Colorado Event Traffic owned, maintained, and operated equipment that is consistent with the Manual of Uniform Traffic Control Devices (or MUTCD) with the price at the bottom. Thank you for your interest in Colorado Event Traffic, LLC and we look forward to working with you on this event.

2024 Douglas County Fair - Quote					
Date(s)	Item / Description	Rate	Quantity	Rental Days	Amount
07.25.25 - 08.03.25	<b>TRAFFIC CONTROL DEVICES</b>				
	Cones	\$ 1.00	200	10	\$ 2,000.00
	Cone Toppers (Directional Parking Signs)	\$ 5.00	30	10	\$ 1,500.00
	8' A Frame	\$ 5.00	20	10	\$ 1,000.00
<b>Traffic Control Devices Subtotal</b>					<b>\$ 4,500.00</b>

Date(s)	Item / Description	Time In	Time Out	Staff	Total Hours	Rate	Amount	
Friday, July 25, 2025	<b>EVENT STAFF</b>							
	Roamer	12:00 PM	10:00 PM	1	10	\$ 28.00	\$ 280.00	
	Event Supervisor (Concert / Carnival)	12:00 PM	12:00 AM	1	12	\$ 40.00	\$ 480.00	
	Parking Staff (Concert / Carnival)	3:30 PM	11:30 PM	8	64	\$ 28.00	\$ 1,792.00	
Saturday, July 26, 2025	Event Director (Concert)	3:00 PM	12:00 AM	1	9	\$ 50.00	\$ 450.00	
	Gate E	7:00 AM	7:00 PM	1	12	\$ 28.00	\$ 336.00	
	Roamer	7:00 AM	7:00 PM	1	12	\$ 28.00	\$ 336.00	
	Contestant Parking	10:00 AM	6:00 PM	2	16	\$ 28.00	\$ 448.00	
Sunday, July 27, 2025	Event Supervisor (BBQ/Parade/Carnival)	11:00 AM	12:00 AM	2	26	\$ 40.00	\$ 1,040.00	
	Parking Staff (BBQ/Parade/Carnival)	11:30 AM	11:30 PM	10	120	\$ 28.00	\$ 3,360.00	
	Event Director (BBQ/Parade/Carnival)	9:30 AM	12:00 AM	1	14.5	\$ 50.00	\$ 725.00	
	Gate E	6:00 AM	6:00 PM	1	12	\$ 28.00	\$ 336.00	
Monday, July 28, 2025	Roamer	6:00 AM	6:00 PM	1	12	\$ 28.00	\$ 336.00	
	Event Supervisor (BBQ/Parade/Carnival)	9:30 AM	11:00 PM	1	13.5	\$ 40.00	\$ 540.00	
	Parking Staff (BBQ/Parade/Carnival)	10:00 AM	10:30 PM	5	62.5	\$ 28.00	\$ 1,750.00	
	Event Director (BBQ/Parade/Carnival)	9:30 AM	11:00 PM	1	13.5	\$ 50.00	\$ 675.00	
Tuesday, July 29, 2025	Gate E / Roamer	6:00 AM	6:00 PM	2	24	\$ 28.00	\$ 672.00	
Wednesday, July 30, 2025	Gate E	6:00 AM	6:00 PM	1	12	\$ 28.00	\$ 336.00	
	Roamer	8:00 PM	6:00 PM	2	20	\$ 28.00	\$ 560.00	
	Gate E (OVERNIGHT)	6:00 PM	6:00 AM	1	12	\$ 40.00	\$ 480.00	
Thursday, July 31, 2025	Event Parking Staff	4:00 PM	10:30 PM	2	13	\$ 28.00	\$ 364.00	
	Overnight Supervisor	6:00 PM	10:00 AM	1	16	\$ 40.00	\$ 640.00	
	Gate E (OVERNIGHT)	6:00 PM	6:00 AM	1	12	\$ 40.00	\$ 480.00	
	Event Director	8:00 AM	11:00 PM	1	15	\$ 50.00	\$ 750.00	
	Gate E	6:00 AM	6:00 PM	2	24	\$ 28.00	\$ 672.00	
	Event Staff Parking	8:00 AM	8:00 PM	6	72	\$ 28.00	\$ 2,016.00	
	Contestant Parking	8:00 AM	8:00 PM	1	12	\$ 28.00	\$ 336.00	
Friday, August 01, 2025	Event Supervisor	8:00 AM	8:00 PM	1	12	\$ 40.00	\$ 480.00	
	Event Staff Parking	2:00 PM	12:00 AM	4	40	\$ 28.00	\$ 1,120.00	
	Event Supervisor	2:00 PM	2:00 AM	1	12	\$ 40.00	\$ 480.00	
	Gate E (OVERNIGHT)	6:00 PM	10:00 AM	1	16	\$ 40.00	\$ 640.00	
	Contestant Parking (OVERNIGHT)	6:00 PM	10:00 AM	2	32	\$ 40.00	\$ 1,280.00	
	Supervisor (OVERNIGHT)	6:00 PM	10:00 AM	1	16	\$ 40.00	\$ 640.00	
	Event Director	2:00 PM	12:00 AM	1	10	\$ 50.00	\$ 500.00	
Saturday, August 02, 2025	Gate E	6:00 AM	6:00 PM	1	12	\$ 28.00	\$ 336.00	
	Staff Parking	8:00 AM	8:00 PM	6	72	\$ 28.00	\$ 2,016.00	
	Contestant Parking	8:00 AM	11:00 PM	1	15	\$ 28.00	\$ 420.00	
	Roamer	8:00 AM	8:00 PM	1	12	\$ 28.00	\$ 336.00	
	Event Supervisor	8:00 AM	6:00 PM	2	20	\$ 40.00	\$ 800.00	
	Staff Parking	2:00 PM	12:00 AM	6	60	\$ 28.00	\$ 1,680.00	
Sunday, August 03, 2025	Event Supervisor	2:00 PM	2:00 AM	2	24	\$ 40.00	\$ 960.00	
	Gate E (Additional)	6:00 PM	6:00 AM	1	12	\$ 28.00	\$ 336.00	
	Gate E (OVERNIGHT)	6:00 PM	6:00 AM	1	12	\$ 40.00	\$ 480.00	
	Supervisor (OVERNIGHT)	6:00 PM	10:00 AM	1	16	\$ 40.00	\$ 640.00	
	Overnight Contestant Parking (OVERNIGHT)	10:00 PM	8:00 AM	1	10	\$ 40.00	\$ 400.00	
	Event Director	8:00 AM	12:00 AM	1	16	\$ 50.00	\$ 800.00	
	Gate E	6:00 AM	6:00 PM	1	12	\$ 28.00	\$ 336.00	
Event Staff Subtotal	Gate E (Extended Help)	7:00 AM	6:00 PM	1	11	\$ 28.00	\$ 308.00	
	Staff Parking	7:00 AM	6:00 PM	8	88	\$ 28.00	\$ 2,464.00	
	Roamer	8:00 AM	6:00 PM	1	10	\$ 28.00	\$ 280.00	
	Contestant Parking	8:00 AM	6:00 PM	2	20	\$ 28.00	\$ 560.00	
	Event Supervisor	6:30 AM	6:00 PM	1	11.5	\$ 40.00	\$ 460.00	
	Event Director	6:30 AM	6:00 PM	1	11.5	\$ 50.00	\$ 575.00	
						1540		
						<b>Event Staff Subtotal</b>	<b>\$</b>	<b>49,389.00</b>

2025 PARKING and TRAFFIC

Saturday, August 02, 2025	Gate E (OVERNIGHT)	8:00 PM	10:00 AM	1	14	\$ 40.00	\$ 560.00
	Contestant Parking (OVERNIGHT)	8:00 PM	10:00 AM	1	14	\$ 40.00	\$ 560.00
	Event Director	7:00 AM	11:00 PM	1	16	\$ 50.00	\$ 800.00
Sunday, August 03, 2025	Gate E	6:00 AM	6:00 PM	1	12	\$ 28.00	\$ 336.00
	Staff Parking	8:00 AM	8:00 PM	6	72	\$ 28.00	\$ 2,016.00
	Contestant Parking	8:00 AM	11:00 PM	1	15	\$ 28.00	\$ 420.00
	Roamer	8:00 AM	8:00 PM	1	12	\$ 28.00	\$ 336.00
	Event Supervisor	8:00 AM	6:00 PM	2	20	\$ 40.00	\$ 800.00
	Staff Parking	2:00 PM	12:00 AM	6	60	\$ 28.00	\$ 1,680.00
	Event Supervisor	2:00 PM	2:00 AM	2	24	\$ 40.00	\$ 960.00
	Gate E (Additional)	6:00 PM	6:00 AM	1	12	\$ 28.00	\$ 336.00
	Gate E (OVERNIGHT)	6:00 PM	6:00 AM	1	12	\$ 40.00	\$ 480.00
	Supervisor (OVERNIGHT)	6:00 PM	10:00 AM	1	16	\$ 40.00	\$ 640.00
	Overnight Contestant Parking (OVERNIGHT)	10:00 PM	8:00 AM	1	10	\$ 40.00	\$ 400.00
	Event Director	8:00 AM	12:00 AM	1	16	\$ 50.00	\$ 800.00
<b>Sub Total</b>							<b>\$ 53,889.00</b>
Administration Fee 15.00%							<b>\$ 8,083.35</b>
Travel							<b>\$ 1,200.00</b>
Lodging							<b>\$ 2,500.00</b>
Golf Cars/ATV (4)							<b>\$ 560.00</b>
<b>Quote Total</b>							<b>\$ 65,672.35</b>

**EXHIBIT B-1**  
**Method of Payment**

In consideration of the services to be rendered by the Contractor, the County agrees to pay the Contractor per the following terms:

50% fee of \$32,836.18 to be paid upon execution of this Contract. The remaining balance will be paid upon full execution of the Contract (\$32,836.17) upon completion of services and verification of final billing related to hours/staff, within 10 days after the event.

Event Cancellation Policy

0-24 hours before the scheduled event start time = 0% returned

25 - 48 hours before the scheduled event start time = 50% returned

49+ hours before the scheduled event start time = 100% (Less \$7,500.00 deposit)