

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ROCKY MOUNTAIN MICROFILM AND IMAGING, LLC**, a Colorado limited liability company, whose address is 9164 Marshall Place, Westminster, Colorado 80031 (the “Contractor”), collectively “the parties.”

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Manager of the Department of Community Planning and Development (“Manager”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

a. The Contractor shall act to provide scanning services for Zoning Property & Permit Records, Planning Services, Assessors Appraisal Cards, Zoning "Red Book", and Electrical Plan Files. Files will be delivered as multi-page .pdf files in a format compatible with the city's current Alfresco content management system., as set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The services shall be provided by the Contractor during the term of this Agreement which will commence on **November 5, 2021** and will expire on **November 4, 2024** (the “Term”). Subject to the Manager’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed unless earlier terminated by the Manager.

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount payable at the hourly

rates described in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement except as set forth on **Exhibit B**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED SEVENTY-FOUR THOUSAND TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$974,029.28)** (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 Section 2 hereof. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the

Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-

276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form,

complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

11. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

13. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Contractor, subcontractor or assign.

14. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or

unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Department of Community Planning and Development or Designee
201 West Colfax Avenue, Dept. 205
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

21. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: Contractor represents and warrants that it possesses

the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive

the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CITY EXECUTION OF AGREEMENT: The 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.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. COUNTERPARTS OF THE AGREEMENT: Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures. The Agreement, and any other documents requiring

a signature hereunder, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

List of Exhibits

Exhibit A – Scope of Work.

Exhibit B - Budget.

Exhibit C – Certificate of Insurance.

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Contract Control Number:
Contractor Name:

CPLAN-202161134-00
ROCKY MOUNTAIN MICROFILM AND IMAGING 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:

CPLAN-202161134-00
ROCKY MOUNTAIN MICROFILM AND IMAGING LLC

DocuSigned by:
By: Sheila Nun
F340626E934B4E5...

Name: Sheila Nun
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Scope of Work
Rocky Mountain Microfilm Imaging

Rocky Mountain Microfilm Imaging, LLC (RMMI) will work to digitize Community Planning and Development's (CPD) physical files which include:

- **Zoning Property & Permit Records**

- ***Document Source and Type:***

- Paper records filed by street name and then block address range (e.g., file folder is titled "100 block of East Colfax Ave" and contains documents for 101, 102, 103 thru 199 East Colfax Avenue addressed properties)
- Stapleton Development Files (paper)
- GVR Development Files (paper)
- Telecommunications Permitting Files (paper)
- Sign Permitting Files (paper)
- Planned Development & Planned Building Group Site Plan Files (paper)
- Subdivision Files (paper)

- ***Estimated Quantities:***

- 1.6 million sheets of paper– majority are 8.5"x11" and 8.5"x14", but document size varies including 11"x17", 12"x18", 24"x36", 36"x48".
- Documents from 1950-1980 are of fair to poor quality.
- Documents from 1980 to present are in fair to good condition.
- Larger documents are folded.

- **Planning Services Paper Files**

- ***Document Source and Type:***

- Rezoning Application Paper Files
- Demolition Application Paper Files
- Landmark Preservation Commission and Planning Board Meeting Minutes Prior to 2013

- ***Estimated Quantities:***

- Hard copy zoning records includes PUDs – approx. 12 lateral drawers (a lateral drawer is 42 inches feet in length).
- Landmark records includes demolition files, design review, and designation files, approx. 9 bankers boxes and 8 lateral drawers.
- Board and Commission meeting records
- Document size varies including 8.5"x11", 11"x17", 12"x18", 24"x36", 36"x48".

- **Assessors Appraisal Paper Cards**
 - **Document Source and Type:**
 - Assessors Appraisal Paper Cards
 - **Estimated Quantities:**
 - 600,000 2-sided sheets size 9"x12."

- **Zoning "Red Book" (Paper)**
 - **Document Source and Type:**
 - Zoning "Red Book" (Paper)
 - **Estimated Quantities:**
 - 700 pages 8.5x11 paper, bounded in poor condition.

- **Electrical Plan Files (Paper)**
 - **Document Source and Type:**
 - Electrical Plan Files (Paper)
 - **Estimated Quantities:**
 - 60,000 sheets 75% 24"x36", 20% 30"x42" and 5% various other sizes.

TASK 1: INVENTORY, PICK-UP AND TRACKING OF EXISTING PAPER DOCUMENTS

- Provide a process for inventory, collection, and tracking of existing paper documents located both at the Webb Building and in off-site commercial storage (note: paper records located at the Webb Building are used by city staff daily). RMMI will inventory and label the boxes with a RMMI box number as they enter their warehouse. The box number contains a client code, project code, year and box number, this insures that each and every box that comes through has an individual number and can be tracked.

- Provide a system for tracking and flagging which paper documents/file have been taken off-site for scanning. RMMI will provide a shared spreadsheet with the inventory and status of the documents. This will allow Community Planning and Development (CPD) to track every box through the process.

- Provide a recommended document retrieval request process that will result in return of original paper documents returned in the same configuration that documents were delivered for scanning to their original on-site location within 1-2 business days. When CPD needs a document, an email will be sent to request@rmm-i.com, if the emailing user is on the approved

list, RMMI's request team will send an encrypted digital file back to the requestor. All requests will be processed within 4 business hours.

- Coordinate approved dates and times for pick-up from the Webb Building of all documents to be scanned. RMMI will work with CPD to create a schedule that works for their team.

- Provide a proposed schedule of processing phases and completion. RMMI will work with the shareholders for each project to determine a regularly scheduled pickup. Based on the volume estimates provided; we recommend that we pickup up approximately 20 boxes per week (can be grouped into bi-weekly or monthly pickups) to complete the project within approximately 1 year.

- After scanning, Consultant shall reassemble and arrange in the same configuration that documents were delivered for scanning to return all paper to CPD at the Webb Building. RMMI will reassemble and return documents to CPD in a manner that would facilitate retrieval and re-scanning if necessary. Documents will be boxed and returned in the same order they are received with all document breaks being preserved. Staples and other bindings will not be re-applied.

TASK 2. DOCUMENT PREPARATION AND SCANNING

- Provide recommended scanning process that includes a plan for resolving ad-hoc issues, particularly those related to indexing and quality control of final resolution and legibility. Below is a full outline of their scan process from pick-up to destruction or return. Every document RMMI converts will go through the same stringent process to ensure the quality of their deliveries.
 - **Box and Pick-up:** RMMI will schedule a date and time to pick up the boxes of records. Dedicated warehouse staff members driving a company-owned vehicle will arrive at the City's records location. To guarantee proper safeguarding of the records, the RMMI staff members will be notified of the sensitivity of the information with controls employed to prevent loss, theft, destruction or unauthorized access mostly by securing the vehicle at all times and relying on a team approach to ensure proper handling, loading and stacking inside the vehicle.

- **Inventory and Project Setup:** After the records arrive to the center and are unloaded into RMMI's secure warehouse, they are inventoried, labeled at the box level and stored according to the warehouse's asset management system. The steps taken to inventory the records allows RMMI to respond to potential records request within four-hours by the CPD's engineers which should limit work disruptions while the records are offsite.
- **Document Preparation:** When the records are ready to enter the next phase, RMMI will prepare them for scanning. It is here that boxes will be transferred to the production area, located in an internal part of the office inaccessible by the public and limited to RMMI staff. RMMI will assign the project to a dedicated team to limit exposure to a few employees. This step is performed by prep-only members of the team and includes actions such as staple and paper-clip removal, repairing 'dog ears,' smoothing out creases, repositioning of post-it notes, and removal out of binders, any necessary repairs, or whatever will allow for an efficient and smooth handling of the documents in the scanning process.
- **Scanning:** RMMI will scan the files using project specifications. Images will be produced in black and white. However, photos and other original items will be scanned in color and/or gray scale, as appropriate.
- **Indexing Step:** RMMI will index the documents according to project specifications.
- **QC Step:** A page-for-page comparison to the original document assures that 100% of the images are fit for final export and any that do not meet RMMI's standards (missing, black borders, unwanted lines, clarity or contrast, deskewed, despeckle, or orientation) are rescanned or enhanced. It is also at this step that RMMI is verifying the document breaks created during the scanning process and if any errors are uncovered, the pages are rescanned or reprocessed.
- **Final Check Step:** One final piece of the image review includes a viewing by RMMI management. The Operations Manager will randomly select sample documents and compare them to the original and if necessary, images will be flagged for processing but ultimately, the final project is approved by the head of operations. Finally, the original documents are reviewed for orderliness, organization, and suitability for return.
- **Export Step:** Completed documents will be exported in the format requested.
- **Delivery:** RMMI will work with City tech personnel to determine the correct file format for ingestion into the existing Alfresco Document Management System.
- **Destruction and Document Return:** The files will not be destroyed but returned back to CPD for storage.

- **Access:** CPD will have quick access to all files on site at RMMI. In the instance where physical file retrieval is required and requested, RMMI will retrieve the requested file, prep, scan and index the file, and provide the file in digital format via e-mail with an encrypted file. This will take place within four business hours (M-F, 8:00 am – 5:00 pm). There is no additional charge for this service.
- RMMI will scan each individual document into PDF format at a minimum 300 dpi resolution that supports full text search and is clearly legible if source is of good quality or, if image is poor, every attempt will be made to make image clearly legible RMMI will scan and deliver the documents to the City's specifications. The scan team will make every attempt to get a clear image, if the original was poor quality there will either be a flasher page or a stamp on the page indicated a poor quality original.
- Scanners will be set to identify and recognize color image with color recognition. RMMI can scan the documents in an Auto-Detect setting as requested.
- Output file for each record must contain a unique numeric document identification number
 - *RMMI can create a unique identifier for each document. These numbers can be formatted as required and will be unique across all projects delivered back to the CPD.*
- Consultant shall provide a shipping manifest or inventory with each shipment. A unique identification number must be tied to each shipment.
 - *RMMI will provide a shared spreadsheet with our inventory and status of the documents. This will allow the City and County of Denver's employees to track each box through the process.*

TASK 3. INDEXING, SCANNING/IMAGING, AND DATA DELIVERY

- Desired searchable indexing criteria may include, but are not limited to:
 - Project Street Number
 - Project Street Name
 - Document Type: The City is proposing the following broad document types to apply to all scanned documents: (1) BOA, (2) Enforcement, (3) Findings, (4) Miscellaneous, (5) Permits, (6) Plans, (7) Research, (8) SDP/PBG, (9) TDR, (10) ZLAM, (11) Zoning Letters, and (12) Assessor. Please respond to this proposal in terms of ease of implementation and/or propose alternative approaches to indexing with ultimate end-user navigability/search ability in mind.
 - Describe process that assures consistent formatting and naming convention. Naming convention to be provided by the City. Description of indexing workflow process, including the use of data tables and lists for lookups. CPD will provide access to the Denver Address Database for cross-referencing.

- *RMMI will work with CPD personnel to determine the appropriate indexing specifications for each of the projects. Data-lookup / validation tables will be used when possible to ensure accurate and consistent document metadata.*

- Describe method for linking legacy street address to new addresses.
 - Remove from specifications per Q/A document.

- Describe process for integrating data with Alfresco.
 - *RMMI will work with CPD personnel to ensure that the documents are returned in a format that easily uploads into the existing Alfresco implementation.*

- Describe how scanned image will be configured and delivered in the PDF/A format or some lossless compression meeting industry standards.
 - RMMI will export the documents in any format and compression that the client requests. The export is checked to ensure the quality of image has not been compromised.

- Describe process for automatic capture and indexing as well as manual indexing.
 - *RMMI's document capture system allows for flexible indexing options. RMMI can utilize external lookup tables if they can be provided. For manual indexes, regular expression verification rules can be configured to ensure that all metadata meets CPDs requirements.*

- Generate an electronic structured file (CSV preferred, XML w/base 64 image is also acceptable) that contains the document index/metadata for each scanned document that accurately references the appropriate imaged document.
 - *Document metadata can be returned via CSV or XML files as needed. Images will be returned as text-searchable multi-page .pdf files*

- Describe process for geolocating property records.
 - *Removed from specifications per Q/A document.*

- Apply optical character recognition (OCR) software against the stored image documents to support full text search. *Images will be returned as text-searchable multi-page .pdf files.*
 - *OCR full-text data can also be included in metadata files if needed.*

- Deliver images and data in coordination with the City's Information Technology staff via City-approved method of delivery for direct upload into Alfresco.

- *RMMI will work with the City's Information Technology staff to create an upload that can be uploaded into Alfresco.*

- Prepare test sets of scanned paper documents and metadata prior to full production to validate the process and deliverables for upload into Alfresco.
 - *RMMI will work with the City's IT department to test and create an export that works with Alfresco.*

- During production, provide support for CPD quality control testing upon delivery of electronic files, including a process for providing corrections/fixes.
 - *RMMI will work with the CPD and make corrections and fixes as needed. Corrections due to errors in RMMI's production process will not incur any additional cost to the CPD.*

TASK 4. QUALITY CONTROL AND SECURITY

- *Provide handling instructions and procedures that ensure the highest quality control and security of all - documents to be scanned. Describe preferred roles of City vs Vendor in Quality Control Process.*
 - *RMMI has extensive Quality control process. Every box goes through two quality control steps. The first step RMMI looks at every image to ensure a good image, no post-it notes, or folded corners. All images that do not meet standards are then rescanned. Then the files go through a final check phase. In this step a management team member looks at 5% of the box page by page, checks indexes, counts folders, checks the first and last page of each document and verifies all information.*
 - *CPD is responsible to verify the documents one last time before the documents are either destroyed or returned.*

- Ensure that at time of scanning, consultant has the ability to remove blank pages.
 - RMMI will remove all blank pages in either the scan or QC step.

- Provide a secured, web-based application for the City to view and monitor quality control, issues, and corrections that are made.
 - CPD will use RMMI's support application to track any and monitor any quality issues.

- Ensure that all scanned documents are de-skewed using the edges and have proper top-to-bottom orientation.
 - RMMI scanners will automatically de-skew the documents.

- Ensure that all writing on scanned documents is legible if the writing is legible on the original source. Consultant shall add a disclaimer cover page for poor original quality of original document.
 - RMMI's QC/Fix team looks at every page to make sure it is legible or a flasher page is inserted.

- Ensure that no documents will be lost or not scanned. If a record file contains no pages, Consultant shall add a disclaimer cover page indicating no pages.
 - *RMMI has extensive Quality control process. Every box goes through two quality control steps. The first step RMMI looks at every image to ensure a good image, no post-it notes, or folded corners. All images that do not meet standards are then rescanned. Then the files go through a final check phase. In this step a management team member looks at 5% of the box page by page, checks indexes, counts folders, checks the first and last page of each document and verifies all information.*

- Consultant will do a review of the scanned image to make sure that it was scanned correctly and rescan any documents that were done incorrectly.
 - *RMMI will do a page-for-page comparison to the original document assures that 100% of the images are fit for final export and any that do not meet their standards (missing, black borders, unwanted lines, clarity or contrast, deskewed, despeckle, or orientation) are rescanned or enhanced. It is also at this step that RMMI is verifying the document breaks created during the scanning process and if any errors are uncovered, the pages are rescanned or reprocessed.*

- Unsatisfactory work products, including errors and omissions, shall be corrected at the Consultant's expense, within an agreed and specified timeframe.
 - RMMI agrees to fix errors for no additional cost to CPD.

- Before the electronic files are wiped from the computer and server systems, RMMI will send CPD a backup copy of all scanned images with a shipping manifest and instructions on how to search for documents in the back.
 - RMMI will deliver a final back up of the project to the City when the project is completed.

COMPLAINTS

- RMMI process all documents in our Westminster CO facility. All documents remain on-site until the final deliveries have been made, and the client has approved the destruction of the originals. Physical access to document originals is available only to RMMI's production staff, protected by electronic keycard access, and monitored by 24-7 camera coverage. All RMMI employees undergo strict background checks, sign a strict non-disclosure agreement, receive training in applicable HIPAA / FERPA policies, complete CJIS (Criminal Justice Information Systems) training, and are registered with Colorado Bureau of Investigation's Vendor Management Program (which includes a second round of background checks and a fingerprinting process).

- Access to electronic copies of documents is restricted to only the production members responsible for production tasks. Internal quarterly security access audits are conducted to ensure that file-access permissions are kept up to date. All employees with email or external access complete quarterly security training and assessments (including simulated phishing attempts). RMMI's Tech Team conducts regular internal audits to ensure that cyber-security policies and procedures are updated as new threats become known and industry-standard best-practices are updated.
- RMMI's IT infrastructure is updated regularly according to software manufacturer's recommendations with all critical level security updates applied within 7 days. All client data is encrypted at rest using AES-256 encryption with a 2048 bit key-length. A multi-tiered backup strategy is employed with 2 copies of all client data stored on-site and a 3rd backup copy sent to an off-site backup location for disaster-recovery. Off-site backups are encrypted prior to leaving our facility and are transmitted via secure VPN tunnels. Advanced system monitoring tools are in place to provide early warnings for hardware failures and real-time active penetration scans are conducted. All workstations and servers receive weekly anti-virus/anti-malware updates.

Exhibit B

Budget

Rocky Mountain Microfilm & Imaging

Description	Quantity	Rate	Amount
Zoning Property & Permit Records			
1.6 million sheets of paper - estimate 10% of small-format is dual-sided and 30% large scale			
1.2 million standard format images			
480,000 large-format images			
Estimate 1.7 million images delivered - with 30 page documents			
57,000 documents to be indexed			
Prep and Scan Standard-Format Pages (50k - 1m document range)	1232000	\$ 0.079	\$ 97,328.00
Prep and Scan Large-Format Pages	480000	\$ 1.000	\$ 480,000.00
OCR Pages	1365080	\$ 0.010	\$ 13,650.80
Index Address - per document	57000	\$ 0.085	\$ 4,845.00
Index Document Type (Up to 10 pre-defined document types) - per document	57000	\$ 0.035	\$ 1,995.00
Zoning Property & Permit Records - <i>Project Subtotal:</i>		\$ 597,818.80	
15% Project Contingency	1	\$ 89,672.820	\$ 89,672.82
Planning Services			
Approximately 156,000 pages - estimate 10% of small-format is dual-sided and 10% of project is large scale			
154,440 standard format images			
15,600 large-format images			
Estimate 170,040 images delivered - with 15 page documents			
11,300 documents to be indexed			
Prep and Scan Standard-Format Pages (10k - 50k document range)	154440	\$ 0.087	\$ 13,436.28
Prep and Scan Large-Format Pages	15600	\$ 1.000	\$ 15,600.00
OCR Pages	31040	\$ 0.010	\$ 310.40
Index Address - per document	11300	\$ 0.085	\$ 960.50
Planning Services - <i>Project Subtotal:</i>		\$ 30,307.18	
15% Project Contingency	1	\$ 4,546.080	\$ 4,546.08
Assessors Appraisal Cards			
600,000 2-sided cards			
1.2 million images delivered - Assume each card is a separate doc			
600,000 documents to be indexed			
Prep and Scan Standard-Format Pages (50k - 1m document range)	1200000	\$ 0.079	\$ 94,800.00
OCR Pages	1200000	\$ 0.010	\$ 12,000.00
Index Address - per document	600000	\$ 0.085	\$ 51,000.00
Assessors Appraisal Cards - <i>Project Subtotal:</i>		\$ 157,800.00	
15% Project Contingency	1	\$ 23,670.000	\$ 23,670.00
Zoning "Red Book"			
700 pages - bound			
Books will be scanned with an overhead scanner in a non-destructive manner (Indexing not specified for this project - books will be delivered with book name only)			
Scan Bound Books	700	\$ 0.035	\$ 245.00
OCR Pages	700	\$ 0.010	\$ 7.00
Zoning "Red Book" - <i>Project Subtotal:</i>		\$ 252.00	
15% Project Contingency	1	\$ 37.800	\$ 37.80
Electrical Plan Files			
60,000 large-format images			
Estimate 25 page documents			
2,400 documents to be indexed			
Prep and Scan Large-Format Pages	60000	\$ 1.000	\$ 60,000.00
OCR Pages	60000	\$ 0.010	\$ 600.00
Index Address - per document	2400	\$ 0.085	\$ 204.00

Electrical Plan Files - Project Subtotal: \$ 60,804.00
15% Project Contingency

1 \$ 9,120.600 \$ 9,120.60

Total:

\$ 974,029.28

AGENCY CUSTOMER ID: 00068362

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY The Ahbe Group		NAMED INSURED Rocky Mountain Microfilm and Imaging LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Insured, regarding operations of the named insured, for General Liability, Cyber Liability and Auto Liability, when required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, Errors & Omissions, Cyber Liability and Workers Compensation, when required by written contract. Per forms attached.

30 Days Notice of Cancellation, per policy terms. 10 Days Notice for Non Payment of Premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

COMMERCIAL GENERAL LIABILITY

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
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| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



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9164 Marshall Place
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7100 Broadway Suite 3M
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ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: April 1, 2021 Expires on: April 1, 2022
Pinnacol Assurance has issued this endorsement April 1, 2021