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 **ZOZO GROUP LLC,** a Colorado limited liability company, whose address is 2380 S Broadway, Suite A, Denver, Colorado, 80210 (the "Contractor"), jointly ("the Parties").

WHEREAS, the City seeks to advance the development of the City's Green Fleet Maintenance Strategy by enhancing the proficiency of fleet maintenance staff in electric vehicle (EV) maintenance tasks, ensuring compliance with safety protocols, and optimizing the performance and longevity of EVs within the City fleet; and

WHEREAS, the Contractor will develop and provide training programs for fleet maintenance technicians to ensure optimal fleet performance, efficient agency operations, and a safe working environment; and

WHEREAS, the Contractor will conduct assessments of the City's fleet facilities, identify upgrades needed to ensure work on EVs can be conducted safely, and develop an implementation plan for such upgrades;

WHEREAS, the work set forth in this Agreement serves an important public purpose by advancing the City's sustainability and climate goals, reducing the City's contributions to local air pollution, and upskilling fleet maintenance technicians in alignment with the Climate Protection Fund; and

WHEREAS, the Contractor hereby binds itself, subject to the terms and provisions of this Agreement, to perform all the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the Contractor and the City agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Climate Action, Sustainability, and Resiliency, (the "Executive Director") or the Executive Director's designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work,** to the City's satisfaction.

b. The 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 Agreement shall commence **upon the mutual execution of the Parties ("Effective Date")** and **shall expire three (3) years after the Effective Date,** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director'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 or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B.**

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **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 **SEVEN HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS AND NO CENTS ($763,694.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) 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 this 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 thirty (30) 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 Executive Director.

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, kickbacks, 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. <u>EXAMINATION OF RECORDS AND AUDITS</u>: 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 audit 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. <u>WHEN RIGHTS AND REMEDIES NOT WAIVED</u>: 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. <u>INSURANCE</u>:

a. <u>General Conditions</u>: 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, Business 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, Contractor's insurer shall waive subrogation rights against the City.

e. **<u>Subcontractors and Subconsultants</u>:** 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. **<u>Workers' Compensation and Employer's Liability Insurance</u>:** **C**ontractor 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. **<u>Commercial General Liability</u>:** 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. **<u>Business Automobile Insurance</u>:** 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. **<u>DEFENSE AND INDEMNIFICATION</u>:**

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.

11. 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.*

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 Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director 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 subconsultant, subcontractor or assign. Notwithstanding the forgoing, the Program Manager also has authority to approve, by prior written consent, the subcontracting of performance obligations under this Agreement.

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. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be 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. A conflict of interest 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 if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. <u>NOTICES</u>: 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:

Executive Director of the Office of Climate, Action, Sustainability, and Resiliency or Director's designee
201 W. Colfax Avenue, Suite 704
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. <u>DISPUTES</u>: 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 Executive Director as defined in this Agreement.

21. <u>GOVERNING LAW; VENUE</u>: 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 (Denver District Court).

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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, URLs, domain names, music, sketches, web pages, 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 and shall assign such rights over to the City upon completion of the Project. 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.

28. 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.

29. 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 Executive Director. 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties.

Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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:** 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. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft

Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City 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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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: CASR-202581576-00
Contractor Name: ZoZo Group 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:

Attorney for the City and County of Denver

By: ______________________________

REGISTERED AND COUNTERSIGNED:

By: ______________________________

By: ______________________________

Contract Control Number: CASR-202581576-00
Contractor Name: ZoZo Group LLC

DocuSigned by:
By: lasheita Sayer
77BDF89566084FF...

Name: lasheita Sayer
(please print)

Title: Managing member
(please print)

ATTEST: [if required]

By: ______________________________

Name: ______________________________
(please print)

Title: ______________________________
(please print)

Exhibit A – Scope of Work
ZoZo Group, LLC
Denver's Green Fleet EV Training

1.0 Introduction
This scope of work outlines program, administrative, and other requirements that must be satisfied by **ZoZo Group, LLC**, hereinafter referred to as the "Contractor", receiving funds from the City and County Denver's Office of Climate Action, Sustainability and Resiliency (CASR) Climate Protection Fund (CPF) to operate programs as described and in accordance with CASR's green workforce's allowable use "Job creation through local workforce training and new careers for under-resourced individuals in renewable and clean energy technology and management of natural resources."

2.0 Project Components
The Contractor will advance the City and County of Denver's (CCD) Green Fleet Maintenance Strategy by equipping fleet technicians across diverse departments with essential Electric Vehicle (EV) knowledge and skills, assessing facility readiness, and developing a strategic upgrade implementation plan.

2.1 Project Component – Training Needs Assessment

2.1.1 Contractor will conduct a comprehensive Training Needs Assessment of City and County of Denver (CCD) fleet programs to evaluate needs and barriers to meeting optimal fleet electrification training requirements. To conduct the Training Needs Assessment, the Contractor shall review CCD's fleet programs, maintenance protocols, and training frameworks to establish current capabilities and EV maintenance skill requirements. The Training Needs Assessment must specifically:

- Determine current technical skills and competencies among Fleet Technicians.
- Administer a Technician Skill Level Pretest to define skill gaps and improvement areas for maintenance and safety knowledge. The results will inform the Training Plan (Program Component 2.3).
- Prioritize essential skills and credentials needed and determine a practical training sequence timeline.
- Analyze information for training cost analysis and efficiency identification.

2.1.2 CASR staff will lead stakeholder engagement, with support of Contractor, while conducting Training Needs Assessment. Stakeholder engagement can include design and facilitation of regular meetings, interviews and possible focus groups or working sessions. Stakeholders can include, but not limited to, designated points of contact from the Department of Transportation and Infrastructure (DOTI), Department of Parks and Recreation (DPR), the Denver Police Department (DPD), and the Denver Fire Department (DFD) to engage management and technician representatives.

2.1.3 Contractor may utilize subcontractors to deliver any of or all of these components. Sub-contractor rates and roles are defined in Attachment 1.

2.1.4 The implementation of this Program Component will involve expenditures for necessary supplies, services, licenses, food and beverages to support its delivery. A detailed breakdown of these expenses is provided in Exhibit B.

2.1.5 Training Needs Assessment Deliverables:

i. Presentation and delivery of final Training Needs Assessment report due within the preferred timeline of 6 months from contract execution. Timeline may be adjusted upon CASR approval.

2.2 Project Component – Facility Upgrade Implementation Strategy

2.2.1 Contractor will develop a short-term Facility Upgrade Implementation Strategy for maintenance and repair bay conversions and/or retrofits. The Facility Upgrade Implementation Strategy must specifically:

- Provide a detailed list of per-technician or per-tool station required tool kits, specialized tooling, and personal protective equipment (PPE) each maintenance technician needs to safely work on Battery Electric Vehicles (BEVs).
- Conduct a safety review of the facility and equipment, ensuring compliance with industry standards.
- Provide a detailed list of Service Center upgrades to accommodate Electric Vehicles (EVs) maintenance and diagnostics. Including diagnostics of floor structure ability to support heavier or upgraded lifts and any structural changes necessary to accommodate new equipment.
- Provide a detailed list of all equipment needed to upgrade existing Maintenance/Repair Bay spaces and a Computer-Aided Design (CAD) drawing displaying where the new equipment should go.
- Provide recommendations for improvements, such as equipment optimizations to boost productivity and a detailed path forward, including budget-friendly options to meet their needs.
- Provide an analysis of the expected lifecycle of the existing equipment, identifying any potential issues or inefficiencies.
- Provide a short-term CCD facility retrofit prioritization list to sequence upgrades of all existing Maintenance/Repair Bays based off current usage patterns, anticipated downtimes for upgrades, and minimizing operational disruption.
- Identify locations within facilities that can contain classroom or training spaces and provide safety protocols that should be considered.

2.2.2 To inform the short-term Facility Upgrade Implementation Strategy, Contractor will incorporate review of a separate City-commissioned facility upgrade report covering topics such as electrical capability and equipment viability of City fleet facilities, to identify gaps and elaborate further in the Strategy, if need be, at the direction of CASR.

2.2.3 With the support of CASR staff, Contractor will develop the Facility Upgrade Implementation Strategy in collaboration with CCD stakeholders and through in-person inspections of all relevant CCD fleet facilities, to be determined by CASR. Stakeholder engagement activities may also include interviews, focus groups or working sessions. Stakeholders must include designated points of contact from the Department of Transportation and Infrastructure (DOTI), Department of Parks and Recreation (DPR), the Denver Police Department (DPD), and the Denver Fire Department (DFD) to engage management and technician representatives.

2.2.4 This contract does not include the purchase or installation of equipment. Purchase of this equipment will be coordinated by CCD. Ample time will be needed to purchase this equipment, which should be a planning consideration of the Contractor.

2.2.5 Contractor may utilize subcontractors to deliver any or all of these components. Sub-contractor rates and roles are defined in Attachment 1.

2.2.6 The implementation of this Program Component will involve expenditures for necessary supplies, services, licenses, food and beverages to support its delivery. A detailed breakdown of these expenses is provided in Exhibit B.

2.2.7 Facility Upgrade Implementation Strategy Deliverables:

i. Presentation and delivery of final Facility Upgrade Implementation Strategy report due within the preferred timeline of 6 months from contract execution. Timeline may be adjusted upon CASR approval.

2.3 Project Component – Training Plan

2.3.1 With information gathered from the Training Needs Assessment (Project Component 2.1), Contractor will design a plan to train CCD fleet maintenance staff in EV maintenance and safety. The training plan must contain:

- A timeline and series of next steps related to training fleet staff.
- Specific training areas and topics that require attention based on the skills inventory and assessment findings.
- Recommendations on how, where, and when the training should be conducted.
- Standardized training resources, curriculum content and materials specific to CCD Fleet.
- A clear description of the proposed training, including training format, timelines, and locations, as well as targeted audience, roles, and skills.
- Recommendations on continuing education for future training and skill development.

2.3.2 Contractor will create standardized training curriculum, resources, and materials across CCD Fleets. Training resources can include manuals and potential Learning Management System (LMS) modules and must define the training format (e.g. hybrid, classroom, hands-on). All training materials must be approved in writing by CASR before commencement. All training materials will become property of CCD after creation.

2.3.3 Contractor will develop the Training Plan in collaboration with CCD stakeholders and CCD Facility Managers. Collaboration to include identifying training locations and establishing a schedule and timeline to accommodate operational needs.

2.3.4 Contractor may utilize subcontractors to deliver any or all of these components. Sub-contractor rates and roles are defined in Attachment 1.

2.3.5 The implementation of this Program Component will involve expenditures for necessary supplies, services, licenses, food and beverages to support its delivery. A detailed breakdown of these expenses is provided in Exhibit B.

2.3.6 Training Plan Deliverables:

i. Presentation and delivery of final Training Plan report due within the preferred timeline of 9 months from contract execution. Timeline may be adjusted upon CASR approval.
ii. Training curriculum and resources to be submitted and approved by CASR before use.

2.4 Project Component – Train Fleet Staff

2.4.1 Contractor will train every assessed CCD fleet technician and manager identified in assessment on EV knowledge and skills based on prioritization and recommended timelines in CASR-approved Training Plan. Contractor not responsible for CCD fleet technicians who choose not to utilize the training.

2.4.2 Contractor will work with CCD Fleet Managers to schedule and enroll technicians in training. Contractor is responsible for communicating training schedules and enrollment procedures to all participants as well as tracking enrollment and outcomes (Section 3).

2.4.3 Contractor may utilize subcontractors to deliver any or all of these components. Sub-contractor rates and roles are defined in Attachment 1.

2.4.4 The implementation of this Program Component will involve expenditures for necessary supplies, services, licenses, food and beverages to support its delivery. A detailed breakdown of these expenses is provided in Exhibit B.

2.4.5 Training Deliverables:

i. Ensure every assessed CCD fleet technician and manager identified in assessment has been trained in EV high-voltage safety, maintenance, and all other skills arising from training plan by end of year 2 of contract execution date. Timeline may be adjusted upon CASR approval.
ii. Training materials and equipment packaged and given to CCD by end of contract.

2.5 Project Component – Ongoing Project Management

2.5.1 The project will kick-off with a facilitated meeting to identify key expectations, contacts and determine communications protocols. Based on this kickoff meeting, and in consultation with CASR, the Contractor shall develop a project management plan. As part of the overall project management, the Contractor will attend regularly scheduled project management meetings throughout the project, to be determined upon initiation of contract, to coordinate project details, review project materials, schedule outreach, and provide any updates related to the project budget, timeline, and deliverables.

2.5.2 Contractor may utilize subcontractors to deliver any or all of these components. Sub-contractor rates and roles are defined in Attachment 1.

2.5.3 The implementation of this Program Component will involve expenditures for necessary supplies, services, licenses, food and beverages to support its delivery. A detailed breakdown of these expenses is provided in Exhibit B.

2.5.4 Ongoing Project Management Deliverables:

i. Attend project kick-off meeting
ii. Due after initial kick-off meeting: A project management plan that includes a detailed project schedule, communication protocols, stakeholder engagement plan, roles and responsibilities, invoicing cadence, and processes for managing project quality, risks, and scope changes.
iii. Regular project management progress meetings, milestone reports, and invoices.
iv. Tasks to be completed within approximately two years, with flexible timing for program establishment and growth.

2.6 Additional Services as Needed

2.6.1 Should the CCD need additional services from the Contractor for work within the defined scope and budget in the Agreement, CCD will issue a written request to the Contractor. Contractor will provide a quote for the time and materials needed for the work. The contractors' rates will remain the same as listed in Exhibit-B Rate table. CCD will give approval to proceed in writing before the Contractor begins work.

3.0 Data Collection, Reporting, and Project Close Out

3.1 The Contractor will ensure required data elements are managed the highest level possible to allow their agency to meet CASR data collection requirements. Data fields that the Contractor will provide include, but are not limited to:

- Enrollment numbers
- Completion numbers
- Individual trainee data, e.g.:
  - Division
  - Skill level prior to training
  - Certificate upon completion

3.2 Contractor will submit data reports at a cadence determined by the CASR team, using a report designed and administered by CASR.

3.3 Contractor will submit a final program report on lessons learned and future programming within fifteen (15) days after the end of the contract, with formatting and content to be determined by CASR.

4.0 Cost Principles, Allowable Costs and Unallowable Costs

4.1 Other program costs are permitted provided they are reasonable, allocable, and directly related to the Scope of Work and necessary for the completion of the requested services. Expenses not explicitly listed may be approved by the Project Manager. The Contractor must obtain prior written authorization from the Project Manager before incurring any such unlisted expenses.

4.2. All costs must be reasonable and allocable. This cost requirement applies to all labor, materials, equipment, and contract costs awarded for the performance of eligible work. The following factors guide the determination of reasonableness and allocability:

4.2.1 Reasonable: A cost may be considered reasonable if the price is not more than what a prudent and reasonable person would pay in the same or similar circumstances for the same or similar item. These questions should be asked to know if a cost is reasonable:

1. Is the cost necessary for the completion of a deliverable under the agreement and directly tied to the performance of eligible work?
2. Is the cost in line with market prices for similar goods or services?
3. Was transaction conducted in line with sound business practices, where both parties act independently, without any personal relationships or pressure influencing the price or terms?
4. Did the individuals involved take appropriate steps to ensure the expenses were necessary and not excessive under the circumstances?
5. When compared across situations that are essentially the same, is the cost uniform across similar scenarios, without favoritism towards one party?

4.2.2 Allocable: A cost may be considered allocable if the purchase has a clear link to the project and demonstrably contributes to its value. These questions should be asked to assess the allocability of a cost:

1. Is the cost incurred solely to benefit work required by the agreement?
2. If the cost benefits multiple activities of the contractor, has the cost been reasonably divided into proportions so that CCD is only paying for the benefit it receives?

5.0 Receipt Requirements

Invoices must include receipts for each non-labor allowable expense. Receipts must clearly indicate: the vendor, item(s) purchased, total cost, quantity purchased, and date. For work performed by subcontractors', the Contractor shall provide a copy of the subcontractor invoice, or a copy of check or payment confirmation made out to the subcontractor. Invoices without proper receipts or illegible will be returned to the Contractor. If a proper receipt cannot be provided, the expense will not be payable by CASR and must be removed from the invoice.

Exhibit B - Budget

Subject to the Maximum Contract Amount stated in the Agreement and the full performance of the Scope of Work, the Executive Director or the Executive Director's designee has the authority to make adjustments to the budget to reallocate funds from one line item to another. Each adjustment to the budget must be made in writing and must be signed by the Executive Director or the Executive Director's designee.

CASR will only be invoiced for actual time expended. Hourly billing rates for the project team are detailed in **Exhibit B** (Rates Tables for prime and subcontractors). As per Section 4.0 in Exhibit A, any expenses not explicitly listed may be approved by the Project Manager, provided they are reasonable, allocable to the work under this Agreement, and directly related to the Scope of Work and necessary for the completion of the requested services. The Contractor must obtain prior written authorization from the Project Manager before incurring any such unlisted expenses.

Project Component	Labor/Services	Curriculum & Training Expenses	Total
Training Needs Assessment	$44,410	$10,900	$55,310
Facility Upgrade Implementation Strategy	$35,935	$21,000	$56,935
Training Plan	$55,510	$500	$56,010
Train Fleet Staff	$57,473	$340,400	$397,873
Ongoing Project management	$188,766	$8,800	$197,566
Totals	**$382,094**	**$381,600**	**$763,694**

Labor/Services includes work performed by the Contractor and Sub-contractors at the agreed upon rates in Attachment 1. All labor/services must align with the **Exhibit A**. Additional titles/rates can be added should the need arise, provided they are pre-approved by the Executive Director or the Executive Director's designee, and provided they align with **Exhibit A**.

Curriculum & Training Expenses include but are not limited to:

- **Supplies needed to deliver training** including but not limited to: flipcharts, paper, legal pads or notebooks, markers, pens, pencils, name or place cards, frames for certificates, name tags, whiteboard, AV monitor/projector, TV or Projector and Screen, computer, technology and electrical cords, power strips, Wi-Fi hotspot, classroom and training supplies, handbooks, tables, chairs, cooler/storage for food and beverages, and Personal Protective Equipment.

- Other similar or necessary supplies not explicitly listed may be allowable if they are:
  - Directly related to training delivery,
  - Reasonable in cost,
  - Aligned with the scope of work, and
  - Pre-approved in writing by the CASR Project Manager or designee.
- Services needed to produce training materials such as but not limited to: Learning Management System (LMS) fees & services, printing, binding and lamination services, translation services, handbook creation services, room or space rental, technology rental, website design services,

webhosting fees, domain name fees, stock photography fees, Wi-Fi or internet subscription fees, and survey service subscription fees.

- Other similar or necessary services not explicitly listed may be allowable if they:
    - Are directly tied to the creation, delivery, or facilitation of training materials or activities,
    - Are reasonable and allocable to the project,
    - Align with the scope of work described in Exhibit A, and
    - Receive prior written approval from the CASR Project Manager or their designee.
- Licenses needed to deliver instruction such as but not limited to: software licenses, credential or certificate licenses, curriculum licenses, licensing and testing fees.
- Food and beverages for training, provided all receipts are included when invoices are submitted.

ATTACHMENT 1 - RATES

All RATES quoted shall be firm and fixed for the specified contract period.

PRIME POSITIONS

Prime: **ZoZo Group, LLC**

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Organization Title	Responsibilities	Rate
Project Manager	Overall management budget, timelines & primary point person	Up to $280/hour
Project Assistant	Project billing, meeting minutes, calendar, training enrollments	Up to $100/hour
Sr Project Coordinator	Project tasks tracking on software, report production, prep files for approval	Up to $165/hour
Graphic Designer	Digital graphic design to support custom curriculum	Up to $110/hour
Translator	Translation of materials created for training facility	Up to $115/hour

SUBCONTRACTOR POSITIONS

Subcontractor: **ZEV Technical Consulting**

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Organization Title	Responsibilities	Rate
Technical Project Lead	Day to day management of technical aspects of project	Up to $275/hour
Lead Technical Instructor	Designing and Delivering training	Up to $248/hour
Tech Document Support	Composing technical reports and analysis of trainee data	Up to $99/hour
Technical Writer	Writing technical documents to support custom curriculum	Up to $99/hour

SUBCONTRACTOR POSITIONS

Subcontractor: **Optimized Distribution Partners (ODP)**

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Organization Title	Responsibilities	Rate
Facility Readiness Inspector	Review Property OSHA and NFPA standards for EV service	Up to $300/hour

SUBCONTRACTOR POSITIONS

Subcontractor: **Winn-Marion Companies**

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Organization Title	Responsibilities	Rate
Electrification Specialist	Consulting for electrical needs of facilities	Up to $156/hour

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
StateFarm
Jody Roberts
15260 East Hampden Avenue
Aurora CO 800143908

CONTACT NAME: Jody Roberts
PHONE (A/C, No, Ext): 303-693-1650 **FAX (A/C, No):**
E-MAIL ADDRESS: jody.roberts.ngi7@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ZOZO GROUP LLC
2380 S BROADWAY STE A
DENVER CO 802105091

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; X SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY	Y	X	361 6748-A01-06D	07/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE; OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.

Docusign Envelope ID: 1EE57630-2022-4C14-A6A2-0176F33AA922

CERTIFICATE HOLDER

City and County of Denver Office of Climate Action, Sustainability
201 W Colfax
Ste 704
Denver CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 09/18/2025

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

3R Insurance Agency
3994 Youngfield St
Wheat Ridge CO 80033

CONTACT NAME: Randall Phillips
PHONE (A/C, No, Ext): (303) 421-5123 **FAX (A/C, No):** (303) 233-1284
E-MAIL ADDRESS: rphillips@insuranceaoc.com

INSURED

Zozo Group Llc
2380 S Broadway Ste A
Denver CO 80210-5091

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox	18988
INSURER B : PINNACOL ASSUR	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY; ☐ CLAIMS-MADE ☒ OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC; OTHER:	Y	Y	P102918220	02/13/2025	02/13/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY; ☐ ANY AUTO; ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS; ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR; ☐ EXCESS LIAB ☐ CLAIMS-MADE; ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4187151	05/16/2025	05/16/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured".

City and County of Denver

Office of Climate Action, Sustainability and Resiliency
201 W Colfax, Ste 704 Denver, CO 80202

CANCELLATION

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AUTHORIZED REPRESENTATIVE