

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BUSCO, INC.**, a Nebraska corporation with an address of 4220 S. 52ND ST., OMAHA, NE 68117 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement on December 4, 2018, to provide transportation to and from shelters outside the central business district (the “Agreement”). The Agreement was then amended on March 22, 2019, November 12, 2019, April 9, 2020, and again on February 10, 2021; and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2022, all references to Exhibits A, A-1, A-2, A-3, and A-4 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, and A-5, as applicable. Exhibit A-5 is attached and will control from and after January 1, 2022.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on October 1, 2018, and expire, unless sooner terminated, on December 31, 2022. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 4.D.1 of the Agreement, under the title “**Maximum Contract Amount**,” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Million Four Hundred Sixty-Five Thousand Dollars (\$5,465,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3, A-4, and A-5**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4, and A-5** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 21 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended and restated as follows:

“21. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

21.1. 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”).

21.2. The Contractor certifies that:

21.2.1. 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.

21.2.2. 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.

21.2.3. 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.

21.2.4. 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.

21.2.5. 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.

21.2.6. 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.

21.3. 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 this 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.”

5. Section 23 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this 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.”

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

7. This Fifth Amendatory Agreement is not 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-5**, Scope of Work.

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Contract Control Number: HOST-202160811-5/201844792-5
Contractor Name: BUSCO, INC.

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:

HOST-202160811-5/201844792-5
BUSCO, INC.

By:  _____
0AE584F473EC4BF...

Name: Sheri Kite
(please print)

Title: Charter Sales
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Scope of Work
Busco Inc.
HOST 202160811-5

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Department of Housing Stability (HOST) and Busco, Inc. to provide transportation services for individuals experiencing homelessness with chartered transportation to and from overnight shelter accommodations.

II. Services

- A. Busco, Inc. will provide bus transportation to individuals experiencing homelessness daily throughout the term of this contract. Transports are from designated points of origin to designated destinations and occur every morning and evening.
- B. Locations are generally located within five (5) miles from central Denver. Starting locations are located in central downtown Denver and ending locations are located in the vicinity of I-70 and Colorado Boulevard.
- C. Groups are to be picked up and dropped off normally within a 3-hour window in the morning and the evening. The morning route window usually begins approximately 5:30 a.m. Evening routes begins approximately 6:30 p.m.
- D. Busco, Inc. will run multiple buses in a circular route with potentially 3 or more trips originating in Central Downtown Denver to various designated approved overnight shelter locations within the City and County of Denver.
- E. In the morning, Busco, Inc. will run circular routes returning individuals from the drop off shelter locations to the original downtown location.
- F. All additional routes must be approved by HOST management. Additional routes cannot exceed the allocated budget for the current term of the contract.
- G. Busco, Inc. must have a contingency plan that includes notification to HOST management, shelter locations and clientele if they cannot run routes and/or routes are running late.

III. Process and Outcome Measures A. Process Measures 1. Busco, Inc. will provide bus transportation for homeless persons on a daily basis.

B. Outcome Measure

- 1. Clients will have reliable transportation to and from approved locations throughout the Denver Metro Area.

IV. Performance Management and Reporting A. Performance Management

Monitoring will be performed by the program area and other designated City staff throughout the term of the agreement. Contractor may be reviewed for:



Scope of Work
Busco Inc.
HOST 202160811-5

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will provide performance monitoring and reporting reviews. City staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of the Financial Management Unit (FMU). FMU will review the quality of the submitted invoice monthly.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Report to be sent to
Monthly Detail Report	Report shall summarize services provided throughout the given month.	Monthly; to be submitted with invoice	Program Manager

V. Roles and Responsibilities for both parties

- A. Contractor will work with City to host any city-designated sensitivity training on an annual basis.
- B. Contractor will provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date.
- C. Contractor will assure that bus drivers working on this project complete training refresher on a biennial basis.
- D. Contract will assure that at least one bus on each shift will be ADA accessible for transporting individuals in wheelchairs or individuals with other mobility impairments.



Scope of Work
Busco Inc.
HOST 202160811-5

VI. Budget

- A. The budget for one (1) fifty-four (54) passenger coach includes the following in the base rate of \$427.45 per bus.
1. Three (3) hour window for routes
 - a. The 3-hour window circular routes run from and to designated locations. May include multiple buses.
 2. Drivers' pay
 3. Fuel Costs
 4. Cleaning which includes Bio-decontamination once per month and/or as needed
 5. Basic Maintenance of charter bus
 6. Vehicle insurance
- B. Each additional hour beyond the three (3) hour window base rate is an additional \$128.75 per hour to continue running the circular routes only.
- C. Ten (10) hour circular routes may be set up with HOST approval. These routes could be for ten (10) hours in a continuous circular route or broken into two 5-hour routes with a break between routes.
- D. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. Invoicing supporting documents must meet HOST requirements.
- E. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:

Attn: Department of Housing
Stability Fiscal Management
Unit 201 W. Colfax Ave.
Denver CO 80202

Contractor:	Busco, Inc.	
Fiscal Term:	1/1/2022 – 12/31/2022	
Contract Number:	HOST	
Program:	Homelessness Resolution	
Client Services	Rate of Services	Narrative
Base Unit Transportation Costs	\$427.45	Includes multiple buses. Each additional hour to run circular routes beyond the scheduled route.



Scope of Work
 Busco Inc.
 HOST 202160811-5

Transportation Services each extra hour	\$128.75	Includes multiple buses. Each additional hour to run circular routes beyond the scheduled route.
Circular route for 10-hour shift	\$1,283.38	Continuous 10-hour shift for one bus
Circular Route for 2 X 5-hour shifts	\$1,291.62	Two 5 hour shifts with a break between shifts. Time between shifts can range between 1-4 hours and must be scheduled
TOTAL BUDGET:	\$1,000,000.00	