

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 **NORTHEAST TRANSPORTATION CONNECTIONS**, a Colorado Nonprofit Corporation, whose address is 7350 East 29th Ave., Suite 204, Denver, CO 80238 (the “**Consultant**”), jointly “**the parties**”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under this Agreement with the Executive Director of the Department of Transportation & Infrastructure (“**Executive Director**”), or the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

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

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

c. The Consultant 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 this Agreement and in accordance with the terms of this Agreement.

3. TERM: This Agreement will commence upon execution and will expire on March 31, 2023 (the “**Term**”).

4. COMPENSATION, PAYMENT AND SUBCONSULTANTS:

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

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the budget in **Exhibit A**.

c. Invoicing: Consultant shall provide the City with an invoice as each task, as defined in Exhibit A, is completed or percentage completed, as agreed upon by the City Project Manager, 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 this Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$555,208.75)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under this 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(e) With the City Project Manager’s written approval, MWBE certified contractor(s) as submitted by The Consultant may be added to the consultant team without an amendment, in order to perform some portion of the scope of work identified in this contract. The Consultant will submit the subconsultant’s new rate sheets to accompany this change.

5. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant 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 this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice

to the Consultant. However, nothing gives the Consultant the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Consultant 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 Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of this Agreement, with or without cause, the Consultant 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 this Agreement.

d. If this 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 Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under this 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 Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS & 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 Consultant's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Consultant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this 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 Consultant to make disclosures in violation of state or federal privacy laws. The Consultant shall at all time 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 Consultant. 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 this Agreement constitutes a waiver of any other breach.

9. INSURANCE:

(1) General Conditions: Consultant 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. Consultant 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, Consultant 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. Consultant 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 Consultant. The Consultant 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.

(2) Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit B**, 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 Consultant'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.

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

(4) Waiver of Subrogation: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

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

(6) Workers' Compensation and Employer's Liability Insurance: Consultant 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.

(7) **Commercial General Liability:** Consultant 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.

(8) **Automobile Liability:** Consultant 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. DEFENSE AND INDEMNIFICATION:

a. Consultant 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 Consultant 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. Consultant’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. The Consultant’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. Consultant 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 Consultant under the terms of this indemnification

obligation. The Consultant 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. 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 Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant 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 this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to this 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 this Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this 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 Consultant receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant 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.

16. **SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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.

17. **CONFLICT OF INTEREST:**

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Consultant 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 Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Consultant 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 Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant 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 this Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. **NOTICES:** All notices required by the terms of this 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 Consultant at the address first above written, and if to the City at:

Executive Director of Transportation and Infrastructure
201 W. Colfax Ave., Dept. 608
Denver, CO 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.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS 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 Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either 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 an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant 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 Consultant shall be liable for actual and consequential damages to the City. Any such 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 Consultant from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Consultant arising out of or regarding this 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. GOVERNING LAW; VENUE: This 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 this 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 this 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 this Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. [RESERVED]

24. LEGAL AUTHORITY: Consultant 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 this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Consultant or the person signing this Agreement to enter into this Agreement.

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

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant 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 Consultant 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 Consultant 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 Consultant (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 this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’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 Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Consultant’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 this Agreement will be limited to services that have been accepted by the City. The Consultant 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: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant 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. The Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence

and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant 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 Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. CITY EXECUTION OF AGREEMENT: This 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: This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant 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. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this 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 this 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 this 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.

Contract Control Number:
Contractor Name:

DOTI-202159514-00
Northeast Transportation Connections

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202159514-00
Northeast Transportation Connections

By: See Attached Signature Page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

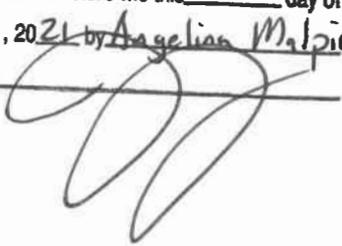
DOTI-202159514-00
Northeast Transportation Connections

State of Colorado, County of Denver

Signed and sworn to before me this 9th day of

August, 2021 by Angelina Malpiede

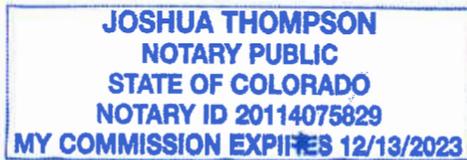
Notary Public



By: Angie Malpiede

Name: Angie Malpiede
(please print)

Title: Executive Director
(please print)



ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

2021-2023 Scope of Work Northeast Transportation Connections

Project: Montbello Microtransit Service Pilot

Budget: \$555,208.75

NETC Contract Services: \$65,000.00

Direct Marketing Budget: \$5,000.00

Downtowner (or similar operator) Operational Budget: \$485,208.75

Service Hours Minimum: 7,308

Service Guarantee: 12 months of operations from launch date with 3 additional months of NETC Support

Project Goals and Objectives:

Overview: Northeast Transportation Connections' (NETC), a nonprofit Transportation Management Association's Mission is: "To work with the public and private sectors to reduce single occupant vehicle travel, to improve mobility, and to establish sustainable transportation throughout the northeast Denver area by creating, supporting, and promoting an array of transportation options for commuters, residents, students, and visitors." NETC is committed to building upon programs that have been running since 2002, and to developing new programs to promote transportation options in the Northeast Denver community, enhancing all forms of multi-modalism. The following scope of work outlines transit-related activities to be coordinated and executed in partnership with the City & County of Denver Department of Transportation and Infrastructure (DOTI).

NETC is uniquely qualified to lead this effort, currently operating a transit service in Denver's northeast neighborhoods to connect folks to jobs and has developed the staff skillset to scale up their transit services. DOTI will provide NETC funding to establish a demand-responsive, shared ride, and sustainable microtransit service enabled by innovative trip booking technology to improve transportation options in the Montbello neighborhood. The NETC service will complement existing RTD service by improving first and last mile mobility in the Montbello neighborhood. NETC and DOTI will work closely during the duration of the pilot and will collectively approve coordination frequency, data sharing agreements, and all operational details prior to pilot launch and invoicing.

Representatives from DOTI and NETC will meet at least monthly to coordinate projects, priorities, timelines, and provide status updates for the annual scope of work outlined below. Changes may only be made to this scope with written agreement from both parties.

Goals: The Montbello Neighborhood Transit Service Pilot will provide microtransit services to the Montbello neighborhood for a 12-month fare-free pilot. The Pilot will test the microtransit service model with the goal of improving transportation options for anyone working, living, or visiting Montbello. DOTI will gauge the success of the program on how well it operates and is able to meet service requirements outlined later in this scope of work. There are several metrics DOTI expects NETC to track as indicators of success with response time, and customer service as two key metrics.

Objectives: The objective of the service is to provide a dynamically routed, technology enabled, fare free microtransit service within the Montbello neighborhood. The service shall provide equal levels of service for English and Spanish riders while utilizing a mixed fleet of electric vehicles, plug-in hybrid

Exhibit A

vehicles, and wheelchair accessible vehicles (WAV) to meet service levels outlined later in this scope of work. DOTI aims to learn from and build upon this pilot program to extend the Montbello service into future years and expand DOTI's transit services to additional neighborhoods in the coming years. DOTI plans to initiate a formal procurement process, likely an RFP, to do so.

Project Administration:

NETC will perform project administration tasks as follows:

Budget: \$555,208.75

- *NETC Contract Services Budget: \$65,000.00*
 - *Monthly Contract Services Fee: \$4,333.33 (15-month contract period)*
 - *Task 1 - Project Management & Oversight: \$16,250.00*
 - *Task 2 - Service Design Verification and Refinement: \$3,250.00*
 - *Task 3 - Launch Service and Program Outreach: \$13,000.00*
 - *Task 4 - Operation of Service: \$6,500.00*
 - *Task 5 - Assessment & Evaluation: \$6,500.00*
 - *NETC Administrative Fee (Contract Invoicing, Accounting, Insurance): \$19,500.00*
- *Direct Marketing Budget: \$5,000.00 (NETC)*
- *Downtowner (or similar operator) Operational Budget: \$485,208.75*
 - *Fixed Costs: \$190,187.00*
 - *Variable Costs: \$295,021.75*

NETC Invoicing: NETC shall bill the City for operational fixed costs (\$190,187), the monthly operational variable costs (\$24,585.14), and monthly contract services fee (\$4,333.33) in month zero of the project. In future months, NETC shall only bill the City for the monthly operational variable costs (\$24,585.14), monthly contract services fee (\$4,333.33) and direct marketing costs. The direct marketing costs will be invoiced and paid the month after they are spent. This will lead to the City paying the operational fixed costs, first month's operational variable costs, and first month's contract services up front, in place of billing the final monthly fees at the conclusion of the pilot study/contract period.

Estimated Monthly Service Fee: \$28,918.47

- *Downtowner (or similar operator) Est. Monthly Service Fee (operational variable costs): \$24,585.14 (12 months total)*
- *NETC Est. Monthly Contract Services Fee: \$4,333.33 (15-month contract period)*

Key Goals and Monitoring: In addition to the goals discussed elsewhere in this document, the service will guarantee a response time of 30 minutes with 90% of trips having a response time of 15 minutes or less. This metric is valid up to 75 trips per day. Tracking of qualitative factors such as customer experience and satisfaction will also be key determinants of the success of the program that NETC shall report back to the City on no longer than a quarterly basis. DOTI and NETC will agree upon metrics to monitor on regular intervals from Daily to Annually.

Reporting: NETC and its subcontractor shall provide daily reporting of rider numbers, trip numbers, and customer comments (compliments or complaints) by 10:00 AM for services performed on the prior day. NETC and DOTI staff shall also mutually agree upon additional key metrics to share in monthly reports

Exhibit A

submitted with monthly invoices. DOTI and contractors will hold bi-weekly calls to coordinate the service.

Service Area and Service Characteristics:

The following section outlines details related to service area and characteristics that NETC shall incorporate into their operations:

Service Area: Based on an analysis and review of the four alternatives, as well as public comment received, it was determined that a microtransit zone within Montbello that includes a connection to the Peoria Station with the addition of the Montbello Recreation Center is the preferred alternative. A map of the service area is shown below and is subject to change with mutual agreement between DOTI and NETC. This alternative provides for an on-demand microtransit zone for all Montbello, and point-to-point travel between the Montbello zone and Peoria Station for connections to the A-line commuter rail and R-line light rail service.



Span of Service and Characteristics: The service shall launch with at least 6am-8pm service Monday-Friday and be fare-free. Changes to service levels and area, hours and days, can be made with mutual agreement between DOTI and NETC.

Target Passenger Market: The planning work and public input highlighted the following target passenger markets listed below:

- People traveling internally in Montbello, which is not served well by transit service today, particularly people with limited access to a vehicle and/or with lower incomes. Based on StreetLight data, about 25% of all existing trips that begin in Montbello also end in Montbello.

Exhibit A

- Residents traveling to medical (or other) appointments, stores, schools, jobs or other services within Montbello.
- People traveling to/from Peoria Station to access regional jobs and services along RTD’s rail and bus network, particularly in central Aurora, Downtown Denver, and DIA.
- Youth users for school trips and accessing after-school activities within Montbello.
- Residents who live in northwest Montbello who are more than a quarter mile from an existing bus stop and where the transit propensity was demonstrated to be relatively high.
- Commuters who work in Montbello, particularly those in the industrial area west of Peoria that is not well served by RTD today.

Implementation Timelines: The service shall run for 12 months at the level of service outlined in this document. Program set up shall be initiated within 2 months (60 calendar days) of contract execution.

Performance Estimates: The Montbello microtransit system performance will be assessed based on metrics such as the number of passenger trips completed per day and the amount of time passengers have to wait between when a trip is requested and when the vehicle arrives (the response time). The figure below shows the preliminary performance estimates and goals for the pilot program. Each factor is described in more detail below. As discussed above, response time and customer service are the key determinants of the pilot’s success and DOTI plans to track the following metrics too:

Passenger Trips per Day	Passengers per Vehicle Service Hour	Average Response Time (goal)	Average Trip Distance	Average Trip Time
70-110	3.5	15 minutes	3 miles	10 minutes

- Average Trip Time and Distance: The estimated number of trips per day is derived from the estimated average trip time, the estimated amount of time vehicles will spend traveling between passenger trips, and the number of vehicles available. The average trip time of 10 minutes is based on a sampling of potential trips both within the Montbello zone and between different locations inside the zone and Peoria Station. It is assumed that when the system first launches there will be instances where vehicles are traveling between passenger trips without any passengers onboard. To factor in time spent without passengers, the average trip time was increased by 50% to create a conservative estimate. With two vehicles in operation, the system would be able to fulfill 72 average length trips per day, and estimated capacity of 6 vehicle trips per hour
- Passengers Per Vehicle Service Hour: Based on the analysis conducted while planning the service, it is known that 12 peer systems have an average utilization rate of 3.3 passengers per vehicle service hour. It should be noted that the RTD FlexRide was one of the peer systems that was reviewed and FlexRide has above average ridership with 3.8 passengers per vehicle service hour. It is assumed that for the Montbello microtransit service, there will be 3.5 passengers per vehicle service hour (or seven passengers per

Exhibit A

service hour) since community members will not be familiar with the new service at first. That number may grow over time.

- Passenger Trips Per Day: While each vehicle is projected to transport 3.5 passengers per service hour, there will be instances where only one passenger is riding and other instances where the vehicle is full. In order to determine the number of passenger trips per day, an assumed average occupancy range of 1.5-2 passengers per trip was used. With 1.5 passengers per trip, the service can expect to provide approximately 70 passenger trips per day and with 2 passengers the service will provide approximately 110 passenger trips per day.
- Average Response Time: As noted previously, average response time will be a key metric of the Montbello Neighborhood Transit Service. The response time projected by potential vendors ranges from 8-25 minutes with a 30-minute booking window. The goal for the service will initially be 15 minutes. This goal is feasible because when the system initially launches ridership will be relatively low, which will allow for shorter periods of time between when a passenger requests a ride and when the vehicle arrives. Also, given the relatively short distances that vehicles will be covering on average, response time is likely to be lower than 15 minutes during off peak hours. As awareness builds about the new microtransit service, it is likely that the average response time will grow until ridership reaches sufficiently high levels to warrant deployment of additional vehicles.
- Adjusting Performance Estimates: Initial performance estimates and goals have been established based on the characteristics of the service area, peer system performance, and service delivery estimates from potential vendors. However, each microtransit system has unique operating patterns. Performance estimates will be assessed and reevaluated on a monthly basis.
- User Experience: While metrics like ridership can convey system productivity, more qualitative indicators are also important. The experiences of early riders should be captured in order to learn any unanticipated issues with service provision. Rider feedback can be captured through post-trip surveys that can be distributed either electronically or using paper copies that are distributed by the vehicle operator. In order to ensure the highest response rate possible, it is recommended the survey be brief and focus primarily on multiple choice responses with just one open-ended response. The electronic version should be smartphone-friendly to facilitate riders completing the survey shortly following their trip. Paper surveys should include a pre-paid postage envelope, so respondents face minimal barriers to returning their surveys. Since the vendor will track the quantitative aspects of each trip, like response time and time in vehicle, the survey can be used to assess ease of use of the reservation system, whether riders find the vehicles comfortable, whether riders have positive interactions with vehicle operators, and whether the rider travel experience has improved when comparing to their pre-microtransit travel.

Number and Types of Vehicles: The Montbello microtransit system requires at least two vehicles to meet the service levels and goals discussed above. A key element of this service will be providing a wheelchair accessible vehicle (WAV) so that the Montbello Pilot Service is accessible to all who wish to ride. DOTI partnered with The Office of Climate Action, Sustainability, and Resiliency (CASR) to provide a more environmentally sustainable service utilizing electric vehicles and plug-in hybrids. This partnership added an additional vehicle to the fleet mix to better meet the needs of riders in a more sustainable

Exhibit A

way. Given these needs and the partnership with CASR the ideal fleet mix is listed below, DOTI expects these or equivalent vehicles to provide the service:

- Wheelchair Accessible Vehicle (WAV)
 - Ford Transit Van (or equivalent, e.g. Dodge/Mercedes Sprinter) with WAV Conversion
 - Standard passenger seating: 7
 - Wheelchair passenger seating: 1
 - If a rider selects the WAV button in the rider app-, web-, or phone-based reservation system, the ride will be assigned to the driver utilizing the WAV van
- Electric Vehicle
 - Electric Chevy Bolt Sedan (or equivalent)
 - Standard passenger seating: 4
 - The electric vehicle will be the first vehicle dispatched to all trips it can serve
- Plug-In Hybrid Vehicle
 - Hybrid Chrysler Pacifica Van (or equivalent)
 - Standard passenger seating: 6

Response Time: As discussed above, response time is one of the most important metrics to track during the Montbello Service Pilot as it measures the convenience the service provides and if it meets the expectations of riders. The response time projected by potential vendors ranges from 8-25 minutes with a 30-minute booking window. The goal for the service will be a 30-minute maximum response time with the target of 90% of trips fulfilled in 15 minutes or less. This metric is valid up to 75 trips per day.

Reservation System: Another key piece of the Montbello Transit Pilot will be its reservation system. The reservation system is how the riders will interact with the service and shall be convenient and intuitive in both English and Spanish to ensure it meets the needs of Montbello residents. Microtransit service is typically dependent on utilizing a smartphone application for riders to reserve trips. This app will likely be provided by the selected vendor, though there may be an opportunity to offer ride reservations through other transit apps such as Transit. This would potentially increase utilization of the microtransit service as current RTD riders who have the Transit app would learn of the new microtransit service automatically. In addition to a smartphone app, a web-based and phone-based reservation system would be needed to ensure the system is accessible to all community members. The ride reservation interface should allow prospective riders to read information both in English and Spanish. Similarly, the phone-based system should also offer English and Spanish language options.

Spanish Language Option: The travel market assessment noted that over 60% of residents in Montbello identify as Hispanic, many of whom only speak Spanish. We have also found that other communities that have implemented microtransit service in areas with a large Spanish-speaking population without a Spanish-speaking option underperformed because a large portion of the population (and market) could not call the service or interact with the mobile app. In order to adequately serve the population of Montbello, we highly recommend that a Spanish-language app and Spanish-language call-in option be provided and marketed in Spanish as part of the pilot program.

Additional Tasks & Requirements:

NETC shall deliver a service that meets or exceeds the items outlined in the tasks and requirements listed below:

Exhibit A

- **NETC Administrative Fee: \$19,500 (30%)**
 - Contract management, Payment & Invoicing, Accounting, Insurance, over the full course of the contract.

Required Tasks: The sub-sections below outline the required tasks NETC is anticipated to provide and/or manage throughout the duration of the program:

- **Task 1 – Project Management & Oversight: \$16,250 (25%)**
 - Project management plan including project meetings, coordination, and communication.
 - Establish a work plan that ensures the project meets the preferred service launch date.
 - Provide a quality assurance/quality control plan/memo that outlines how the vendor will proactively manage the operations and ensure the highest quality service possible.
- **Task 2 – Service Design Verification and Refinement: \$3,250 (5%)**
 - Analyze, verify, and finalize the DOTI's service area and characteristics based on technology capabilities, costs, vendor modeling, or additional/new data.
 - Make necessary final adjustments to the service plan to optimize service delivery.
- **Task 3 – Launch Service and Program Outreach: \$13,000 (20%)**
 - Recruiting and training of all necessary staff ahead of launch.
 - Field test technology and shuttle operations and make any additional service adjustments.
 - Help support program marketing through development of direct marketing materials.
 - Assist in ongoing program outreach utilizing existing relationships with local businesses and community organizations to help market the service to potential riders.
 - Provide vehicles to DOTI for vehicle wrap installation ahead of launch.
 - Participate in launch promotional event.
- **Task 4 – Operation of Service: \$6,500 (10%)**
 - Daily service provision according to the service plan.
 - Continuous and ongoing service improvements.
 - Daily service oversight, management, monitoring, and troubleshooting.
 - Crashes, incidents, and complaint investigation and reporting.
- **Task 5 – Assessment and Evaluation: \$6,500 (10%)**
 - Ongoing meetings between the vendor and DOTI during the project period.
 - Regular reporting of key performance metrics and benchmarking of performance, along with associated dashboard, graphics, and data.
 - Quarterly written reports to DOTI on project progress, performance, challenges, and adjustments.
 - Service adjustment suggestions and associated service change implementation.

NETC Budget Breakdown:

Exhibit A

Montbello Microtransit Budget		
Item/Task	Percentage	Amount
NETC Admin Fee	30%	\$19,500.00
Task 1 – Project Management & Oversight	25%	\$16,250.00
Task 2 – Service Design Verification and Refinement	5%	\$3,250.00
Task 3 – Launch Service and Program Outreach	20%	\$13,000.00
Task 4 – Operation of Service	10%	\$6,500.00
Task 5 – Assessment and Evaluation	10%	\$6,500.00
NETC Subtotal		\$65,000.00
Direct Marketing costs		\$5,000.00
Subtotal		\$70,000.00
Downtowner		\$485,208.75
Project Total		\$555,208.75

Estimated Scope Timeline (Subject to Change Pending Timing of Contract Execution):

Timeline: Montbello Microtransit			
<i>*dates are approximations</i>			
	Start Date	End Date	Timeline
Grant Project	7/15/2021	11/15/2022	
NETC Administrative Fee	7/15/2021	11/15/2022	
Task 1 – Project Management & Oversight	7/15/2021	11/15/2022	
Task 2 – Service Design Verification and Refinement	8/1/2021	1/1/2022	
Task 3 – Launch Service and Program Outreach	8/1/2021	11/1/2022	
Task 4 – Operation of Service	9/1/2021	11/1/2022	
Task 5 – Assessment and Evaluation	11/1/2021	11/15/2022	

Minimum Service Requirements: At launch the service shall at least provide service from Monday-Friday from 6am-8pm in the service area outlined earlier in this document the covers the entire Montbello neighborhood, including the Montbello Rec Center, and point surrounding RTD’s Peoria Rail Station. This 12-month service will provide at least 7,308 service hours and all parties will coordinate on a monthly basis about how to most efficiently use the remaining service hours. The service shall be free to users. The option to add service for special events shall be negotiated on a case-by-case basis and shall be pre-approved. Any changes to the service hours or area shall be in writing and mutually agreed upon between DOTI and NETC.

Minimum Contractor Requirements: The lists below outline the minimum and preferred contractor requirements of the Montbello Service:

Exhibit A

- Minimum Requirements:
 - NETC or its Sub-Contractor shall provide dynamic routing and service design management including, but not limited to, virtual stops, trip demand, zone-based vehicle assignment/dispatch, and WAV trip requests.
 - NETC or its Sub-Contractor shall provide a smartphone app (publicly available to both iPhone and Android users and meets ADA accessibility) interface to allow passengers to book and schedule microtransit trips. App shall allow:
 - Passengers to see the microtransit service zone and available vehicles on a map interface.
 - Passengers to rate drivers and service quality.
 - Passengers to see information on the requested vehicle and driver prior to booking a trip or pick up.
 - Passenger to see estimated time of pick up and estimated time of arrival at requested destination.
 - Passengers to indicate if they need a wheelchair-accessible vehicle.
 - Passengers to indicate group size and specify if any children are riding.
 - Drivers to add walk up customers.
 - Trip cost calculation at time of trip request (if there is a fare).
 - A passenger profile to be created that identifies special needs of the rider in terms of fare payment, vehicle type, accessibility.
 - Technology upgrades over time for current and future app users.
 - Ability to show address and name of business when booking.
 - Ability to provide easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
 - NETC or its Sub-Contractor shall provide sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate microtransit, and all staff shall be properly screened, trained, licensed, monitored and provide bilingual customer service, according to applicable federal, state, and local laws and ordinances.
 - If the service has a fare, contractor shall permit DOTI to set the fare and recoup these payments to sustain the service.
 - NETC and its Sub-Contractor(s) shall have in place suitable insurance coverage, such as workmen's compensation, vehicle coverage, and general liability for the Contractor to protect itself in the conduct of this contract and for the daily operation of the microtransit services. See exhibit A for details.
 - NETC or its Sub-Contractor shall provide access to microtransit to passengers without a smartphone through a dispatch phone number available at all times that the microtransit service operates.
 - NETC and its Sub-Contractor shall allow service adjustments to the microtransit zone, service times, service days, and trip booking parameters, as necessary to improve service over time (DOTI understands that some service adjustments may require budget adjustments that will be discussed and agreed upon in writing as an amendment to the standard microtransit service agreement).
 - NETC and its Sub-Contractor shall identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures shall comply with applicable federal, state, and local laws and regulations including DOTI's policies, procedures, and practices.

Exhibit A

- NETC and its Sub-Contractor shall be able to share data, per vehicle, with DOTI on a monthly basis including, but not limited to:
 - Passenger counts (per day, per hour, per month, per vehicle).
 - Vehicle miles traveled.
 - Average trip length.
 - Unique new passenger numbers and statistics on rider retention over time.
 - Cancellation rates and how they may relate to other factors such as wait time (controlling for weather).
 - On-time performance.
 - Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up).
 - Trip origin and destination location information.
 - Service utilization (passengers per hour) by time of day and day of week.
 - How new passengers learned about the service.
- NETC and its Sub-Contractor shall accept and work with any third-party service providers that the City may need to contract with to improve the microtransit service.
- NETC or its Sub-Contractor shall allow vehicles to be wrapped and branded as a DOTI and CASR service, according to the defined program brand, color scheme, and logo (DOTI responsibility to provide design and costs associated with vinyl graphics application).
- Bilingual call-in option in English and Spanish for people who are non-native English speakers.
- Bilingual smartphone app in English and Spanish.
- Ability to manage vehicle capacity when fulfilling rides to ensure compliance with vehicle capacity regulations related to COVID-19.
- Electric and Plug-In Hybrid Vehicles.
- Preferred Capabilities:
 - Drivers with local knowledge of the service area, ideally Montbello residents.
 - Integration with RTD trip planning software and GTFS trip planning tools such as Google Maps.
 - Option to tell passengers when RTD, or other transit provider, has similar bus routes available matching to the requested microtransit trip.
 - Functionality to manage/prevent no-shows.
 - Subscription/reservation trip booking functionality including for advanced multi-day bookings.
 - Preparation of Federal Transit Administration (FTA) National Transit Database (NTD) reports and associated metrics.
 - Mobile fare payment capabilities.
 - DOTI access to data software platform and dashboard.
 - Ability to create mileage-based fares.
 - Bicycle Racks.

Marketing, Branding, and Outreach: NETC will utilize existing relationships with local businesses and community organizations to help market the service to potential riders as a trusted local partner. Outreach will include various techniques such as written, online, and in-person engagement to help riders with tasks such as downloading the app, creating user profiles, and requesting rides. NETC can provide advertising through print media, TV, radio, and social media and leverage DOTI and community partner resources. NETC may choose to hire and train community ambassadors. DOTI will lead branding

Exhibit A

and logo development in addition to installing wraps on the vehicles. As noted above NETC and/or its sub-contractor may be asked to have the vehicle(s) on display at special events. Such events shall be negotiated on a case-by-case basis and shall be pre-approved, typically using a combination of operating hours and demurrage (non-operating) hour rates.

Service Expansion: All parties will reassess service on a monthly basis and see if there are opportunities to expand the service. If additional funding becomes available via operational savings, grants or local partnerships it should be used to expand the service in the following ways:

- Expand weekday service
- Add weekend service
- Expand the service area
- Add early morning and late-night service
- Consolidate on-demand trips to a circulator route

Any changes to the scope of work shall be in writing and mutually agreed upon between DOTI and NETC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2021



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 License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300	FAX (A/C, No): (866) 243-0727
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)		10023
INSURER B : Pinnacol Assurance Company		41190
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Stapleton Foundation For Sustainable Urban Communities
 7350 E 29th Ave, Suite 300
 Denver, CO 80238

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		2021-11452	6/1/2021	6/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR LIABILITY	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-11452	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4029419	6/1/2021	6/1/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

re: Contract # CASR-202158315

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for their interest in General Liability

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver Dept of Transportation & Infrastructure 201 Colfax Ave, Dept 508 Denver, CO 80202	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
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