

## AMENDATORY AGREEMENT

**THIS 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 Street, Omaha, NE 68117 (the “Contractor”), individually a “Party” and jointly the “Parties.”

The City and the Contractor entered into an Agreement dated December 4, 2018, to provide transportation services for individuals experiencing homelessness (the “Agreement”). The Parties now wish to extend the term of the Agreement and make certain other modifications to the Agreement as set forth below.

The Parties agree as follows:

1. Effective January 1, 2019, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached and will control from and after January 1, 2019.

2. Paragraph 3 of the Agreement, entitled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM:** The Term of this Agreement (“Term”) shall commence on October 1, 2018, and expire, unless sooner terminated, on December 31, 2019. 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 will extend until the work is completed or earlier terminated by the Executive Director.”

3. Paragraph 4.D(1) of the Agreement, entitled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under the Agreement.”

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

5. This 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.

**End.**

**Signature pages and Exhibits follow this page.**

**Exhibit List**

**Exhibit A-1**

**Contract Control Number:**

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 \_\_\_\_\_

\_\_\_\_\_

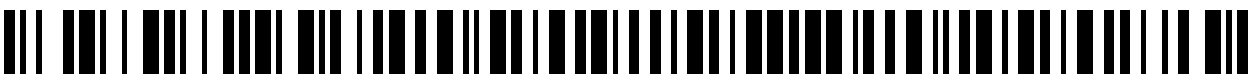
APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SOCSV-201844792-01

Contractor Name: BUSCO, INC.

By: *Gene Wordenkemper*

Name: *Gene Wordenkemper*  
(please print)

Title: *Regional Director*  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) 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 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 Denver's Road Home (DRH) 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 DRH 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.

**BUSCO, INC.**  
**Scope of Work**  
**2018-44792-01**

**IV. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the program area, Contracting Services, and Financial Services. Contractor may be reviewed for:

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. Contracting Services will provide performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, 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 Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

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

Report # and Name	Description	Frequency	Report to be sent to:
1. Monthly Detail Report	Report shall summarize services provided throughout the given month.	Monthly; to be submitted with invoice	DRH Program Manager & <a href="mailto:DHS_Contracting_Services@denvergov.org">DHS_Contracting_Services@denvergov.org</a>

**V. Budget**

A. The budget for one (1) fifty-four (54) passenger coach includes the following in the base rate of \$415.00 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

**BUSCO, INC.**  
**Scope of Work**  
**2018-44792-01**

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 \$125.00 per hour to continue running the circular routes only.
- C. Summary of contract amounts
1. Base contract, 10/1/18 to 12/31/18, \$400,000.00
  2. Amendment 1, 1/1/19 to 12/31/19, \$1,400,000.00
  3. Total: \$1,800,000.00
- D. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.
- E. Invoices shall be submitted to: [DHS\\_Contractor\\_Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org) or by US Mail to:
- Attn: Financial Services  
Denver Human Services  
1200 Federal Boulevard  
Denver, Colorado 80204

F. Budget

<b>Contractor:</b>	<b>Busco, Inc.</b>			
<b>Fiscal Term:</b>	<b>1/1/2019– 12/31/2019</b>			
<b>Contract Number:</b>	<b>SOCSV 2018-44792-01</b>			
<b>Program:</b>	<b>Denver Road Home/Homelessness</b>			
<b><u>Client Services</u></b>	<b>Rate of Services</b>	<b>Number of Units</b>	<b>Total</b>	<b>Narrative</b>
Base Unit			\$1,400,000.00	Includes 3-hour window circular route from and to designated locations. Includes multiple buses. Each additional hour to run circular routes beyond the 3-hour window.
Transportation Costs	\$415.00	2,920 appx.		
Transportation Services each extra hour	\$125.00	1,505 appx.		
<b>TOTAL BUDGET:</b>	<b>\$1,400,000.00</b>			