

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and 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 29<sup>th</sup> Ave., Suite 204, Denver, CO 80238 (the “**Consultant**”), jointly (“**the parties**”).

### RECITALS:

**A.** The Parties entered into an Agreement dated September 16, 2021, (the “Agreement”) to provide neighborhood transit services.

**B.** The Parties wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount, amend the Scope of Work, and to make such other amendments herein set forth.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A” in the Agreement shall be amended to read: “...Exhibit A and Exhibit A-1...” as applicable. The Scope of Work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 3 of the Agreement entitled **TERM** is amended to read as follows:

“**3. TERM:** This Agreement will commence on September 16, 2021 and will expire on December 31, 2024 (the “Term”).”

3. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph d. entitled “**Maximum Contract Amount**” is amended to read as follows:

“**4 d. Maximum Contract Amount:** 1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION ONE HUNDRED SIXTY-THREE THOUSAND EIGHT HUNDRED DOLLARS AND SEVENTY-FIVE CENTS (\$3,163,800.75)** (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 the Consultant beyond that specifically described in Exhibit A and Exhibit A-1. Any services performed beyond those in Exhibit A and Exhibit A-1 are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 19 of the Agreement entitled **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT** is hereby deleted in its entirety and replaced with:

**“19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

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

**b.** The Consultant certifies that:

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

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

**(3)** It 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 a worker without authorization to perform work under this Agreement.

**(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 the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**(5)** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The 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 worker without authorization, 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 a worker without authorization.

**(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.

**c.** 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 the 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 the Consultant from submitting bids or proposals for future contracts with the City.”

5. Section 22 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.”

6. As herein amended, the Agreement is revived, affirmed, and ratified in each and every particular.

7. This Amendatory 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** DOTI-202264400-01 -01 [202159514-01]  
**Contractor Name:** 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-202264400-01 -[202159514-01]  
Northeast Transportation Connections

By:  \_\_\_\_\_  
C521F0AE9939431...

Name: Angie Rivera-Malpiede  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

# Exhibit A-1

## 2022-2024 Scope of Work

### Northeast Transportation Connections

**Project:** Montbello, Gateway, & GES Connector Microtransit Service Pilot

**Budget:** \$2,608,592

**NETC Contract Services:** \$228,000

**Direct Marketing Budget:** \$15,075

**Downtowner Operational Budget:** \$2,365,517

**Service Hours Minimum:** 20,032

**Service Guarantee:** 24 months of operations from launch date

#### Project Overview:

Due to the success of the Montbello Connector 12-month Pilot, DOTI is extending the Montbello Service 2 years to continue providing this critical service for the Montbello community. DOTI is also expanding the Montbello service area to include the Gateway neighborhood and adding a 4<sup>th</sup> plug-in hybrid vehicle to provide the same level of service to the expanded area. In addition to adding Gateway, DOTI is also launching a new service area covering the Globeville and Elyria Swansea neighborhoods for two years as identified in previous planning work performed by DOTI and Fehr & Peers.

All work performed by NETC is consistent with the original contract with the new corresponding funding amounts outlined in the table on the following page. The total budget for the program expansion is \$2,608,592 and the extension will conclude at the end of 2024. If DOTI decides to extend the service after this 3-year pilot is complete, it should perform a competitive bidding process to select another vendor to continue the Denver Connector service.

#### NETC Invoicing and Payments:

NETC shall bill the City for operational fixed costs, the monthly operational variable costs, and monthly contract services fee in month zero of the project so that it has the funds to promptly pay Downtowner after their first month of service. In future months, NETC shall only bill the City for the monthly operational variable costs, monthly contract services fee 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. NETC and Downtowner will detail the costs by type and service area on invoices to the City and share invoices between their organizations with the City by request.

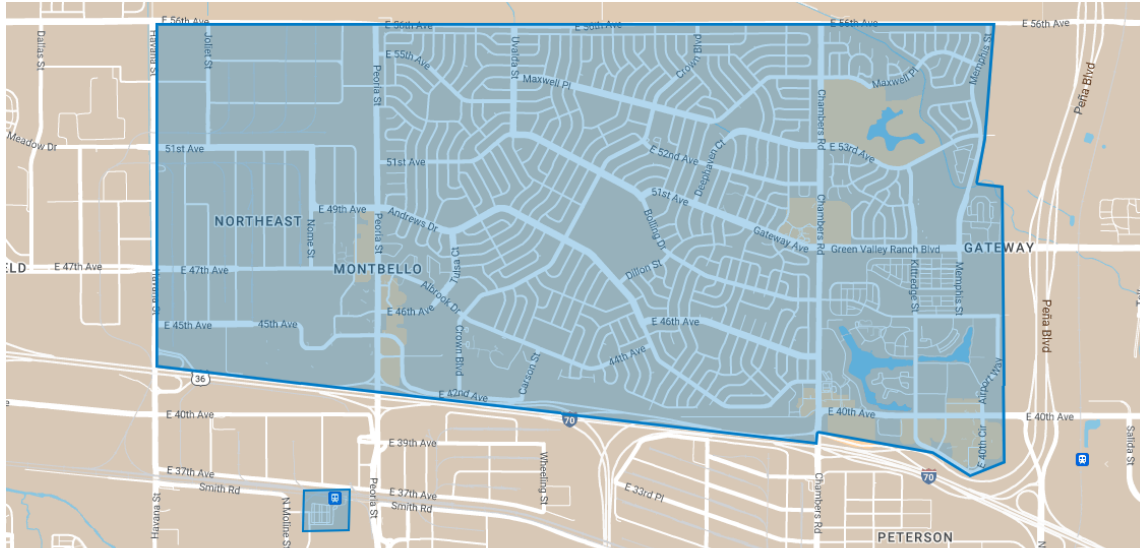
Montbello + Gateway Connector					
	Oct - Dec 2022	Jan - Dec 2023	Jan - Sept 2024	Total	Notes
NETC Contract Services:	12,500.00	\$ 50,375.00	\$ 38,625.00	101,500.00	includes 4k for (2) electric chargers, amount to be repurposed for service hours if no chargers needed
NETC Direct Marketing Budget:		\$ 2,500.00	\$ 2,575.00	\$ 5,075.00	
Downtowner Operations:	\$ 156,086.00	\$ 627,290.00	\$ 487,892.00	\$ 1,271,268.00	
		<b>Montbello + Gateway Total</b>		<b>\$ 1,377,843.00</b>	
GES Connector					
	Oct - Dec 2022	Jan - Dec 2023	Jan - Sept 2024	Total	Notes
NETC Contract Services:	\$ 18,750.00	\$ 69,125.00	\$ 38,625.00	\$ 126,500.00	includes 4k for (2) electric chargers, amount to be repurposed for service hours if no chargers needed
NETC Direct Marketing Budget:	\$ 2,000.00	\$ 5,000.00	\$ 3,000.00	\$ 10,000.00	
Downtowner Operations:	\$ 163,477.00	\$ 517,891.00	\$ 412,881.00	\$ 1,094,249.00	
		<b>GES Total</b>		<b>\$ 1,230,749.00</b>	
<b>Total Program Budget</b>				<b>\$ 2,608,592.00</b>	



# Montbello

## Gateway Extension

### Service Area



### Service Hours

- 6am - 8pm, Monday - Friday

### Fleet

- (1) ADA Ford Transit Van
- (2) Chrysler Pacifica Plug In Hybrid Van
- (1) Hyundai Kona EV

### Vehicle Online

- 3 vehicles online
- Estimated hours: 10,962

### Ride Request

- Request using the Connector app (select the Montbello service area) or by calling the dispatch number (app and call in number available in English and Spanish)

### Staff

Downtowner will provide local, onsite management staff and employee drivers

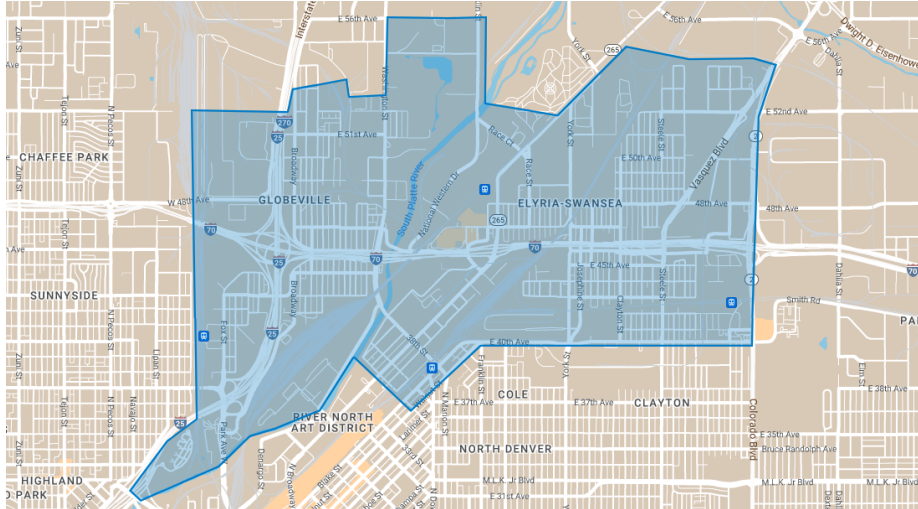




# Globeville / Elyria-Swansea (GES)

Launch date: October 1, 2022

## Service Area



## Service Hours

- 6am - 8pm, Monday - Friday

## Fleet

- (1) ADA Ford Transit Van
- (1) Chrysler Pacifica Plug In Hybrid Van
- (1) Hyundai Kona EV

## Vehicle Online

- 2 - 3 vehicles online depending on expected demand (2 only for first 3 months)
- Estimated hours: 9,070

## Ride Request

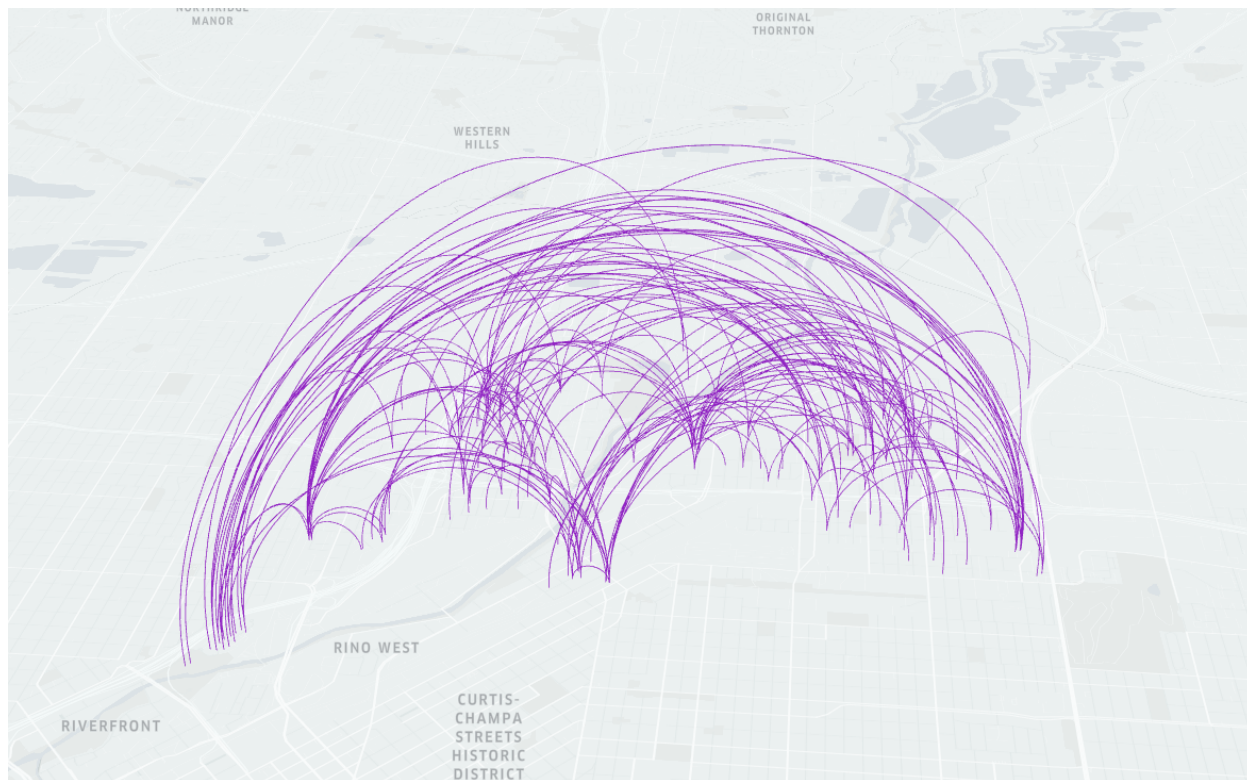
- Request using the Connector app (select the GES service area) or by calling the dispatch number (app and call in number available in English and Spanish)

## Staff

- Downtowner will provide local, onsite management staff and employee drivers



## GES Simulation



Daily Passengers	Vehicles Online	Average Wait Time
100	2	13 minutes
150	2 - 3	16 minutes