

**2025 FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
OF CITY OF BRIGHTON MICROTRANSIT PILOT**

This 2025 Funding Agreement for RTD Funding of Local Transportation Services of the City of Brighton Microtransit Pilot ("**Agreement**") is made and entered into as of _____, 2024 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the City of Brighton, Colorado, a home rule municipality ("**City of Brighton**," or "**City**"). The City and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

- A.** RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B.** Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the City may cooperate or contract with other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C.** RTD currently operates a variety of fixed-route bus and other transit services in and around the City.
- D.** The Parties agree that the transit services provided by the City described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around the City.
- E.** In order to support transit services supplemental to those services provided by RTD in the City, RTD wishes to contribute local funds to the City for the provision of Services within the RTD District from 2025 to 2027 according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A:	Description of the Services
Exhibit B:	Description of the RTD Funding
Exhibit C:	Performance Expectations
Exhibit D:	Communication and Notices – Contacts
Exhibit E:	Special Provisions
Exhibit F:	Transit Equity
Exhibit G:	Insurance Requirements

B. Recitals. The recitals set forth above are incorporated herein by this reference.

C. Other Agreements. The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES. The City shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The City and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The City shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the City shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the City ceases to provide the Services.

3. SERVICES. The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior notice by RTD to the City. The City shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the City has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

4. RTD FUNDING. RTD will reimburse the City as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B**, but such amount will not exceed \$1,800,000 ("**RTD Funding**") for the term of this Agreement (January 1, 2025 to December 31, 2027). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the City.

5. INVOICING AND PAYMENT.

A. The City will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

B. RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the City, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

6. ELIGIBLE EXPENDITURES

A. In the event that the City incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in **Exhibit B**, RTD shall reimburse the City only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

B. The City shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

- (1) The City agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to transportation services commencing or concluding in portions of the City located within the RTD boundaries.
 - (2) The City agrees to further ensure that all trips paid for under this agreement that fall within the Program category of transportation services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.
- 7. RECORDS.** The City, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The City shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database ("**NTD**") data shall be kept in accordance with Federal Transit Administration ("**FTA**") requirements and shall be reported as part of RTD's NTD submission.
- 8. AUDITS.** RTD reserves the right to audit the City's, or its designated agent's, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the City is not in compliance with any term of this Agreement, City staff will meet with RTD staff within fifteen (15) days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the City under this Agreement. The City shall provide RTD with a copy of the written results of any internal audit performed by the City or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.
- 9. MARKETING.**
 - A.** The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the City shall allow RTD to display an appropriate RTD logo stating that the Services are "in partnership with RTD" on all vehicles used to operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.
 - B.** The City and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other

transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs and expenses associated with the City's marketing efforts are not included in the RTD Funding.

10. PERFORMANCE EXPECTATIONS. RTD will set and assess Performance Expectations ("Performance") of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the City if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.

11. PROCUREMENT MONITORING. Pursuant to RTD procurement policies and procedures ("RTD Procurement Policy"), RTD is responsible for ensuring that RTD funds are used to support procurement transactions that provide for full and open competition. RTD's monitoring of compliance with RTD Procurement Policy will require, at minimum, a review of the procurement procedures used to procure any portion of the Services, either through site visits or a review of written procurement manuals and transactions. RTD will review each procurement related to provision of the Services to ensure compliance with RTD Procurement Policy.

12. LIABILITY AND INSURANCE.

A. The Parties agree that RTD shall have no liability to the City or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the City. This provision shall survive termination of this Agreement.

B. The City and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

- D. The City and/or its designated agent(s) (for purposes of insurance collectively referred to as "Contractor" in Exhibit G) shall maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G**.
13. **TRANSIT EQUITY.** RTD has established a Title VI Program. The City must adhere to all conditions set forth in **Exhibit F**.
14. **GENERAL PROVISIONS.**
- A. **Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of the Parties under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.
- B. **Other Sources of Funding.** Nothing in this Agreement will prevent the City from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.
- C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.
- D. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
- E. **Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.
- F. **Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2025, and shall remain in effect until December 31, 2027, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days'

prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

- G. Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.
- H. Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.
- I. No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*
- J. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- K. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- L. Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- M. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- N. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and

nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

O. Changes in Law. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

P. Status of Parties.

(1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(2) RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the City. The City acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the City or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The City shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

Q. Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

- R. Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.
- S. Electronic Signatures.** This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

[Signature pages follow]

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

CITY OF BRIGHTON

By: _____
Debra A. Johnson
General Manager and CEO

By: _____
Michael Martinez
City Manager

Approved as to legal form for RTD:

Approved as to legal form for City of Brighton

Brandon H. Nguyen
Associate General Counsel

City Attorney's Office

Exhibit A
Description of the Services

Services Description:

At a minimum, the City will operate demand-responsive vehicles providing transit services for the general public within the RTD District Monday through Friday from 7:00 AM to 3:30 PM. The City may, in its sole discretion, provide the transit services any day of the week and at any time.

Minimal Span of Service:

Monday-Friday-	7:00 AM- 3:30 PM
Saturday-	No service provided
Sunday-	No service provided

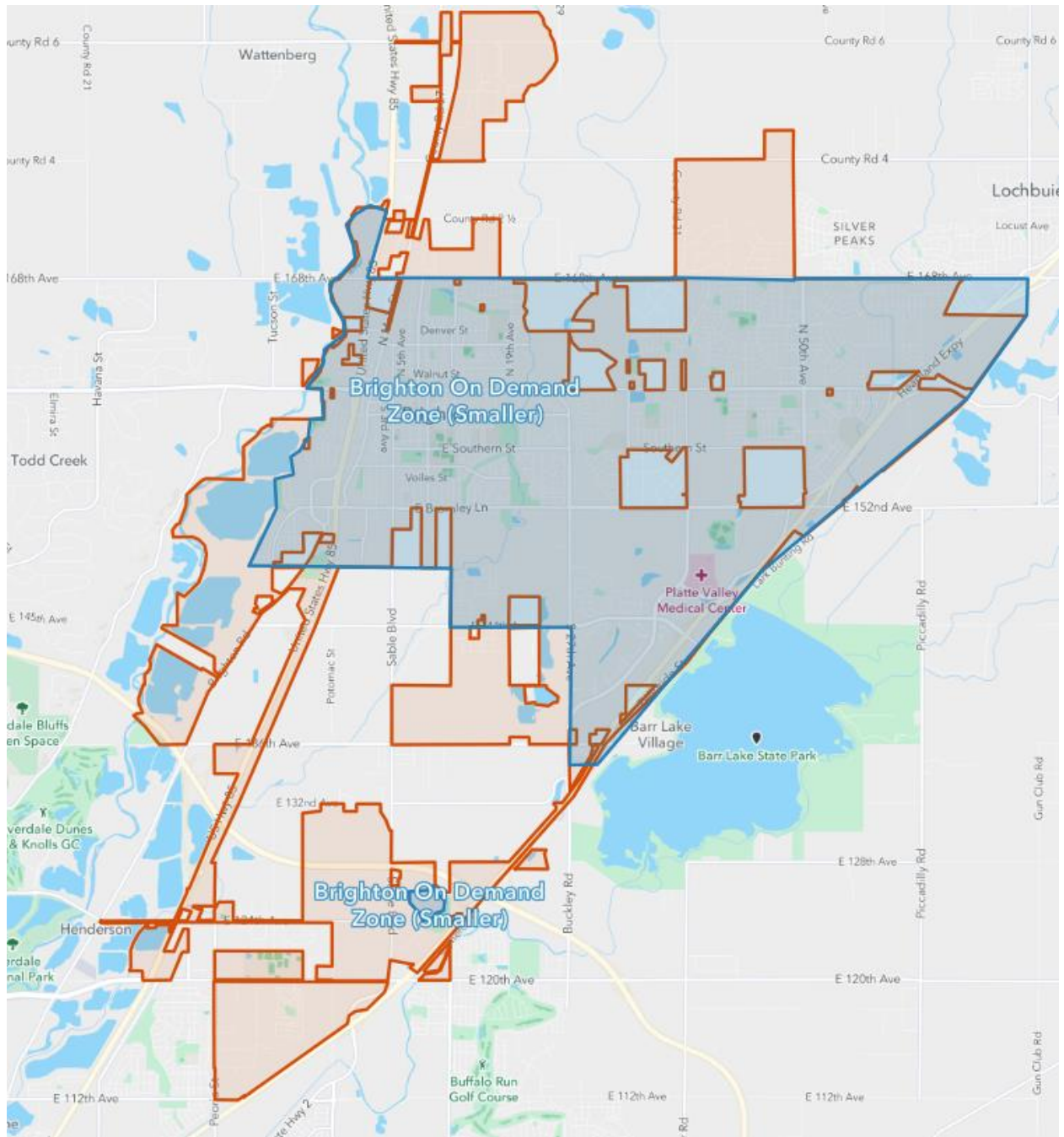


Exhibit B

Description of the RTD Funding

RTD shall contribute up to \$1,800,000 towards the City’s costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2025, through December 31, 2027. Should the actual hours operated be reduced from those outlined in **Exhibit A**, payment will be reduced accordingly. The City will contribute up to \$600,000 towards the costs of operating the Services.

Brighton's Micro-Transit Planning Budget Pricing Breakdown for Cost per Hour

Planning Budget	2025	2026	2027	Totals
RTD Partnership Request	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 1,800,000.00
Brighton Funding	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 600,000.00
<i>20% local match</i>	<i>\$160,000.00</i>			
<i>2025 -- additional funding to help pay upfront costs (vehicles, etc)</i>	<i>\$40,000.00</i>			
<i>2026 and 2027 -- Contingency for expanding service/offsetting a reduced grant amount</i>				
Total	\$ 800,000.00	\$ 800,000.00	\$ 800,000.00	\$ 2,400,000.00

According to Ride with Via, the upfront costs are approximately \$65k with an the operating budget of \$735k. Upfront costs include bike racks on vehicles.

Pricing Breakdown for Cost per Hour	
Category	4-Vehicle Service
Driver Pay	\$24-\$26
Vehicle Cost	\$19-\$21
Customer Support	\$5-\$7
Technology	\$4-\$6
Other (field manager, central staff support, marketing, insurance, etc.)	\$18-\$20
Total Cost per Hour	\$70-\$80

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Exhibit C

Performance Expectations

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

1. Two (2) passengers/boardings per hour
2. 50% of trips wait time is less than 30 minutes
3. 80% rolling stock reliability

Exhibit D
Communication and Notices – Contacts

For the City:

City of Brighton
500 S 4th Avenue Brighton, CO 80601
Attn: Christopher Montoya
303.655.2037
cmontoya@brightonco.gov

For RTD:

Regional Transportation District
1660 Blake St.
Denver, Colorado 80202
Attn: Fred Worthen
303.299.2842
Fred.Worthen@rtd-denver.com

Exhibit E
Special Provisions

REPORTS. On a quarterly basis, the City or its designated agent will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number passengers and wheelchairs.

ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS. In addition to the requirements set forth in Section 7 of this Agreement, the City or its designated agent will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

MARKETING MATERIALS. The City will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the City. The City will have final say on any issues related to marketing materials or marketing plans.

DRUG AND ALCOHOL TESTING PROGRAM: The City shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process. The City further agrees to: (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the Term of this Agreement; (ii) submit the Management Information System (MIS) reports by no later than February 15 of every year during the Term of this Agreement to the HR DOT Compliance Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202; and (iii) no less than two (2) weeks prior to the execution of this Agreement, provide RTD copies of the drug and alcohol testing program policies of each of its contractor(s) providing the Services. To certify compliance, the City shall use the "Alcohol and Controlled Substances Testing Certification" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

A contractor that has no prior relationship with RTD, or RTD's current contractors, will be required to provide RTD's HR DOT Compliance Department with a Designated Employer Representative (DER), and a back-up DER, as points of contact for drug and alcohol testing

compliance issues. Both the DER and back-up DER must have sufficient experience in the administration of a regulated drug and alcohol program (at least two (2) years) or have completed a Transportation Safety Institute Substance Abuse Management class at least three (3) months prior to award of the contract from the City. Compliance with all applicable rules and regulations applies from the start of the contract.

Exhibit F Transit Equity

Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the City will be treated as an extension of RTD for compliance with the objectives of Title VI.

The City agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the City shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

To file a complaint or obtain more information regarding RTD's complaint procedures, visit <https://www.rtd-denver.com/reports-and-policies/title-vi-policy>; call 303.299.6000; email titlevicomplaints@rtd-denver.com or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

- a. The City must post a copy of this notice on their website and any vehicles of services that are RTD-funded.

2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within 15 calendar days of receipt.

The City shall comply with any investigations and requests for information regarding complaints of discrimination.

Should RTD find that any practice, policy, or procedure of the City results in a discriminatory outcome, RTD will provide specific instructions to the City on how corrective action shall be taken.

Pursuant to FTA regulations, the City shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The City shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of the City's provision of the Services for years occurring after the expiration of the term of this Agreement, the City shall be required to submit the Title VI Letter to RTD every three (3) years.

EXHIBIT G
REGIONAL TRANSPORTATION DISTRICT
INSURANCE REQUIREMENTS
PUBLIC ENTITY
SELF-INSURANCE ACKNOWLEDGEMENT

The City is a governmental entity that is either self-insured for or agrees to maintain the coverages set forth below. The City shall have the right to comply with and satisfy any or all of its insurance obligations under the Agreement in lieu of actually obtaining the applicable insurance policies by notifying RTD of the City's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed herein shall apply. If requested by RTD at any time, the City shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

In addition, the City shall require that its Contractors and subcontractors procure and maintain the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

General

All defined terms contained in this Exhibit G shall have the same meaning ascribed to them in this Agreement.

The City of Brighton ("**Contractor**") shall procure and maintain, and shall require that its subcontractors purchase and continuously maintain in full force and effect for this Agreement period specified herein, all insurance policies specified in this Exhibit G. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this Exhibit G shall not be limited to coverage provided under said insurance policies. The Contractor and its subcontractors

shall remain solely and fully liable for all deductibles, self-insured retentions, and amounts in excess of the coverage actually realized.

Commercial General Liability Insurance

At all times during the performance of this Agreement, the Contractor and its subcontractors shall have and maintain Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations Hazard for a minimum of two (2) years following final completion of the Project or the applicable statute of limitations or statute of repose, whichever is greater. The policy cannot be endorsed to exclude cause of loss related to earth movement, explosion, collapse and underground exposures without the specific written approval of RTD, nor may the policy exclude or limit Contractor's or its subcontractors' liability for acts or omissions of any independent contractors or subcontractors, nor may the policy exclude work of any independent contractor or subcontractor; nor contain any conditions regarding when coverage is available for acts, omissions or work of a Contractor or subcontractor, nor may the policy limit coverage to a designated premises, nor may the policy exclude or limit coverage for liability arising from the Products and Completed Operations Hazard.

If any Work performed under this Agreement is within fifty (50) feet of RTD's light rail or commuter rail alignment, then the Contractor and its subcontractors shall have and maintain ISO form CG 2417 1001 - Contractual Liability – Railroads.

If Commercial General Liability Insurance or other form with general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor and/or its subcontractors may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor and/or its subcontractors. General Aggregate limit applies per construction Project.

The policy or policies must provide the following minimum limits of liability as follows:

Amount of Coverage: \$1,000,000 per occurrence

\$1,000,000 policy limit

Umbrella/Excess Liability

At all times during performance of this Agreement, the Contractor and its subcontractors shall have and maintain Umbrella and Excess Liability insurance on a following form basis with limits of liability in a minimum amount as follows for a minimum of two (2) years following final completion of the Project or the applicable statute of limitations or statute of repose, with minimum liability limits as follows:

Amount of Coverage:	\$5,000,000 per occurrence
	\$5,000,000 aggregate

This excess insurance shall follow form and be at least as broad as the Contractor's and/or its subcontractors primary Commercial General Liability (including additional insureds), Commercial Auto Liability, and Employer's Liability insurance. The above insurance levels may be met through any combination of primary insurance and excess liability/umbrella insurance so long as the total amount meets the stated minimum requirements.

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's and each of its subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. The Contractor and its subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor and its subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancellations or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than 24 hours after the Contractor or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD

Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.

2. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation). Coverage shall be provided by Forms CG 2038 (ongoing operations) and CG 2040 (completed operations) or by an alternative endorsement approved by RTD.
3. For the insurance specified herein, the Contractor's and its subcontractors' insurance shall be primary and non-contributory insurance with respect to the Contractor's and its subcontractors' insurance for RTD and its members, directors, officers, employees and agents. Contractor and subcontractor policy/policies shall contain ISO Form 2001 04 13, or such other form or endorsement approved by RTD.
4. The insurance specified herein shall contain an express waiver of subrogation in favor of RTD as by ISO form CG 2453 or CG 2404. The Contractor and its subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.
5. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The amount of insurance must be **at least** equal to the limits of liability required herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The Contractor and its subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor and its subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Contractor and its subcontractors are responsible hereunder, the **b** and its subcontractors shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor's and its subcontractors' insurance must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

Certificate of Insurance

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor and its subcontractors. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each insurance policy (including renewal policies) required under this Agreement shall be provided to RTD if so requested within three (3) days.

Maintenance of Coverage and Renewal Policies

No less than twenty-one (21) calendar days prior to the expiration date of any policy to be provided by the Contractor and its subcontractors, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

No Recourse

There shall be no recourse by any party, insurer, the Contractor or its subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor or its subcontractors.

Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to have or maintain, or failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor or its subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing

substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.