

A G R E E M E N T

THIS AGREEMENT is made between the **URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY**, a body corporation duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the “CCURA”) and **BRIDGE HOUSE**, a Colorado nonprofit corporation whose address is 5345 Arapahoe Avenue, Ste. 5, Boulder, CO 80303 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the CCURA or delegatee (the “CCURA Director”).

2. SERVICES TO BE PERFORMED:

a. As the CCURA directs, the Contractor shall diligently undertake, perform, and complete the services to remedy blight and produce all the deliverables set forth on **Exhibit A, Scope of Services** (the “Services”) and pursuant to all Work Orders, as defined below, to the CCURA’s satisfaction. The terms and conditions of this Agreement shall apply to the performance of all Services under this Agreement, whether performed with or without a Work Order. The funds for this Agreement were transferred from the City of Commerce City’s (the “City”) Opioid Settlement Funds included in the 2026 Adopted Budget of the City’s Community Well-Being Division and the Services described in **Exhibit A, Scope of Services** satisfy the requirements for eligible use of the Opioid Settlement Funds.

A “Work Order” is an order to establish specific Services to be performed (including scope of Services, schedule, and total price) executed by the CCURA and Contractor prior to Contractor commencing the Services described in the Work Order. Work Orders must be in the form of **Exhibit B**.

b. The Contractor is ready, willing, and able to provide the services on a non-exclusive, as-needed basis pursuant to this Agreement. This Agreement does not grant Contractor any exclusive privilege or right to supply the Services to the CCURA.

c. The Contractor 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 the Agreement and in accordance with the terms of the Agreement. Contractor further warrants that all work performed under this

Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the CCURA.

d. This paragraph applies if the Services involve construction, erection, repair, maintenance, or improvement of any public works (excluding professional services).

(1) Any progress payments are payments on accounts and shall not be construed as acceptance by the CCURA or any part of the work. All such progress payments, except for the final payment, shall be subject to correction on subsequent invoices after the discovery of any error. Approval of an invoice shall not foreclose the right of the CCURA to examine Contractor's books and records to determine the correctness and accuracy of any item.

(2) At the time of delivery of the final payment to Contractor, Contractor shall execute and give to the CCURA a final receipt for the same. The acceptance of final payment shall constitute a waiver of all claims by Contractor.

(3) The CCURA may withhold amounts from any payment as may be necessary to cover: (a) any liquidated damages; (b) claims for labor or materials furnished Contractor or any subcontractor or reasonable evidence indicating probable filing of such claims; (c) failure of the Contractor to make proper payment to subcontractors or suppliers; (d) evidence of damage to another contractor, utility, or private property; (e) uncorrected defective work or guarantees that have not been met; (f) reasonable evidence that the work will not be completed within the allowed time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or (g) any other amounts that the CCURA is authorized to withhold. If the reason for withholding is removed, the CCURA will make payment of the withheld sums with the next regular progress payment unless another basis for withholding exists. Execution of this Agreement by Contractor shall constitute a waiver by Contractor to claim any right of payment of interest upon any funds retained or withheld by the CCURA pursuant to this Agreement or C.R.S. § 38-26-107.

e. Contractor is satisfied as to the nature and location of the Services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Contractor specifically waives any claim for additional compensation for any changed

condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the CCURA's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

3. **TERM:** The Agreement will commence on the date on the signature page of this Agreement and will expire on October 31, 2026 (the "Term"). The term of this Agreement may be extended by the CCURA under the same terms and conditions by a written amendment to this Agreement. Subject to the CCURA's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Department Director.

4. **COMPENSATION AND PAYMENT:**

a. **Budget.** The CCURA shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line-item amounts set forth 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 Contractor's expenses are contained in **Exhibit A**.

c. **Invoicing:** Contractor shall provide the CCURA with invoices for all Services performed pursuant to a Work Order monthly in a format and with a level of detail acceptable to the CCURA including all supporting documentation required by the CCURA. By submitting an invoice, Contractor warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or any other person or entity. Contractor shall not include in its invoice any billing for defective work or for work performed by subcontractors or suppliers if it does not intend to pay the subcontractors or suppliers for such work pursuant to this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the CCURA's maximum payment obligation will not exceed **FORTY THOUSAND DOLLARS**

(\$40,000.00) (the “Maximum Contract Amount”). The CCURA is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

(2) The CCURA’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the CCURA’s Board of Directors, paid into the Treasury of the CCURA, and encumbered for the purpose of the Agreement. The CCURA does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the CCURA.

5. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or directors of the CCURA.

6. **TERMINATION:**

a. The CCURA has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the CCURA.

b. Notwithstanding the preceding paragraph, the CCURA may terminate the Agreement if the Contractor 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the CCURA 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 the Agreement.

d. If the Agreement is terminated, the CCURA is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s

possession, custody, or control by whatever method the CCURA deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the CCURA to the CCURA. These documents and materials are the property of the CCURA. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the CCURA constitute or be construed to be a waiver by the CCURA of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the CCURA 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 the Agreement constitutes a waiver of any other breach.

8. **INSURANCE:**

a. **Required Policies.** Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

(1) **Commercial General Liability Insurance.** Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with minimum combined single limits of One Million Dollars **(\$1,000,000.00)** for each occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate.

(2) **Comprehensive Automobile Liability Insurance.** Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than **One Million Dollars (\$1,000,000.00)** for any one occurrence with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in connection with performance of the Services. If Contractor's insurance does not cover non-owned or hired vehicles, the requirements of this paragraph shall be met with respect to each such vehicle used in connection with performance of the Service, and Contractor agrees to ensure compliance prior to allowing use of a vehicle not owned by Contractor for such purpose.

(3) **Professional Liability Insurance.** If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the CCURA otherwise deems it necessary, errors and omissions professional liability insurance insuring

Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

(4) Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

(5) Excess or Umbrella Requirements. For the coverages required in Section, Contractor shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than **One Million Dollars (\$1,000,000.00)**. In so doing, the coverage shall provide complete protection to the CCURA consistent with the liability limits that may be imposed upon the CCURA pursuant to C.R.S. § 24-10-114, as may be amended.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

b. Terms of Insurance.

(1) Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the CCURA as an additional insured** and will provide that the CCURA, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the CCURA or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the CCURA. **Such policies will be written as primary policies not contributing to and not in excess of coverages the CCURA may carry.**

(2) Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

(3) Cancellation. No such policies will be cancelled or subject to reduction in coverage limits or other modification unless previously approved by the CCURA in writing.

(4) Coverage Type. Contractor will identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

(5) Pollution Coverage. The insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the CCURA, which approval will not be unreasonably withheld.

(6) Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The CCURA will not be obligated under this Agreement until Contractor provides acceptable certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the CCURA with new certificates of insurance and endorsements evidencing either new or continuing coverage.

c. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

9. DEFENSE AND INDEMNIFICATION:

a. Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under the Contractor’s direction or control. Contractor will indemnify and hold harmless the CCURA, as well as its elected and appointed officials current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools (“Indemnified Parties”), from any and all liability claims, demands, actions, damages, losses

judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result of or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of or failure to observe any applicable standard of care by Contractor and/or its employees, agents, or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

b. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the CCURA's protection.

10. **TAXES, CHARGES AND PENALTIES:** The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against CCURA property. Contractor and each subcontractor must obtain all required licenses and permits, including a CCURA Contractor's license, if required. Contractor shall pay for all license and permit fees.

11. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the CCURA'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 CCURA. The CCURA has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the CCURA; and (ii) no contractual relationship shall be created between the CCURA and any sub-consultant, subcontractor or assign.

12. **INUREMENT:** The rights and obligations of the Parties to the 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 the Agreement.

13. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the CCURA or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14. **NO AUTHORITY TO BIND CCURA TO CONTRACTS:** The Contractor lacks any authority to bind the CCURA on any contractual matters. Final approval of all contractual matters that purport to obligate the CCURA must be executed by the CCURA in accordance with the CCURA's Bylaws and the Colorado Revised Statutes.

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

16. **CONFLICT OF INTEREST:**

a. No employee of the CCURA shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the CCURA that would be in violation of any CCURA laws, rules or policies.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the CCURA. The CCURA, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

17. **NOTICES:** All notices required by the terms of the 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 Contractor at the address first above written, and if to the CCURA at:

Executive Director
Commerce City Urban Renewal Authority
7887 East 60th Avenue
Commerce City, CO 80022

With a copy of any such notice to:

City Attorney
City of Commerce City
Commerce City Urban Renewal Authority
7887 East 60th Avenue
Commerce City, CO 80022

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.

18. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Bylaws of the CCURA, and the ordinances and regulations of the City of Commerce City, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be Adams County, Colorado.

19. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; with the Bylaws of the CCURA; and with the ordinances, rules and regulations of the City of Commerce City. Contractor and its employees and agents, while performing the Services or while on CCURA property for any reason during the Term, will adhere to the CCURA's policies applicable to CCURA employees regarding drugs, alcohol, workplace violence, and harassment. Policies will be made available to Contractor upon request.

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

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

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

23. INTELLECTUAL PROPERTY RIGHTS: The CCURA and Contractor 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 Contractor and paid for by the CCURA pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the CCURA. The Contractor shall disclose all such items to the CCURA and shall assign such rights over to the CCURA 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 CCURA at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the CCURA, 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.

24. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the CCURA 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.

25. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the CCURA. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the CCURA. The Contractor shall notify the CCURA in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to CCURA officials.

26. CONFIDENTIAL INFORMATION: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the CCURA, and that the disclosure of such Proprietary Data or information may be damaging to the CCURA or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the CCURA to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor 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 CCURA ordinance and provided or made available to Contractor by the CCURA. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

27. CCURA EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the CCURA until it has been fully executed by all required signatories of the CCURA, and if required approved by the CCURA Board of Directors.

28. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the CCURA at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the CCURA.

29. PROTECTIONS FOR DATA PRIVACY: Contractor shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 6-1-713.5(2)(a-b) and C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 6-1-713.5(2)(b) and C.R.S. § 24-73-101(4)(b), disclosed to Contractor in the course of performing the Services. Contractor will notify the CCURA within twenty-four (24) hours of Contractor's determination that a security breach has occurred, as defined in C.R.S. § 6-1-716(1)(c) and C.R.S. § 24-73-103(1)(b), with regard to any personal information, as defined in in C.R.S. § 6-1-716(1)(g) and C.R.S. § 24-73-103(1)(g), disclosed to Contractor in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

30. ACCESSIBILITY.

a. Contractor will comply with and the Services provided under this Agreement will be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability ("Accessibility Standards"), as established by the State of Colorado Office of Information and Technology ("OIT") pursuant to § 24-85-103(2.5) C.R.S. Contractor will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines ("WCAG"), incorporated in the State of Colorado technology standards.

b. The CCURA may require the Contractor's compliance with the State of Colorado's Accessibility Standards to be determined by a third-party selected by the CCURA to attest to the Contractor's Services complying with §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards established by OIT.

c. The Contractor will indemnify and hold harmless the CCURA, its elected officials, officers, employees, and agents ("Indemnified Parties") against all costs, expenses, claims, damages,

liabilities, court awards, and other amounts (including reasonable attorney's fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§ 24-85-101, et seq. C.R.S. or the Accessibility Standards established by OIT.

31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the CCURA. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the CCURA in the manner specified by the CCURA. The Parties agree not to deny the legal effect or enforceability of the 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 the 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.

Exhibit List

Exhibit A – Scope of Services.

Exhibit B – Form of Work Order.

Exhibit C – Equipment Declaration.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2026.

**URBAN RENEWAL AUTHORITY OF THE
CITY OF COMMERCE CITY**

Jason R. Rogers, Executive Director

ATTEST:

APPROVED AS TO FORM:

Stephen J. Ruger, Secretary

Kwali M. Farbes, Senior Assistant City Attorney

BRIDGE HOUSE

Melissa Arguello-Green, Chief Executive Officer

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR: Bridge House

LOCATION(S) OF SERVICES: Staff instructed sites owned by the City and URA within urban renewal plan areas subject to the authority of Commerce City Urban Renewal Authority (CCURA).

DESCRIPTION OF SERVICES: Contractor will provide on-demand and as-needed services for Right-of-Way cleanup, labor and maintenance throughout properties owned by the City and URA within urban renewal plan areas subject to the authority of CCURA.

Deliverables/Sub-tasks (including deadlines for each):

1. Contractor will provide materials and personnel, assuming all responsibility for work performed under this Agreement.
2. CCURA Areas Schedule Mon-Wed every other week Work duties to include, but not limited to:
 - a. Right of way clean up CCURA areas,
 - b. Sidewalks clean up in CCURA areas,
 - c. Weed/overgrowth mitigation in CCURA areas,
 - d. Light labor duties as needed.,
 - e. Any additional duties as approved by the project sponsor.
3. Work duties to include but not limited to:
 - a. Trash and debris clean up in the trail and parks system,
 - b. Parks & trails beautification projects,
 - c. Any additional duties as approved by the project sponsor.
4. All work, including the day labor, performed under this Agreement shall be by employees or agents of Contractor, and not of the CCURA.
5. Contractor shall be responsible for the actions of its employees and agents performing work under this Agreement.
6. If the CCURA requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement.
7. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

TIME FOR COMPLETION: Contractor shall perform all Services to the satisfaction of the CCURA by the end of this contract, October 31st, 2026.

COMPENSATION: Under no circumstances shall the compensation due and owing to the Contractor for performance of the Services described herein exceed \$40,000.01.

RATES

Outdoor Crew Rate Sheet

6 Hours/Day				
6 Person Crew (1 Supervisor, 5 Trainees)				
Supervisor	Rate	Qty	Daily Cost	Weekly Cost
Hourly Rate	\$ 38.00	1	\$ 228.00	\$ 1,140.00
Trainees				
Hourly Rate	\$ 36.00	5	\$ 1,080.00	\$ 5,400.00
Transportation to and from Job Site				
Van - Mileage/Maintenance Round Trip	\$ 0.67	62	\$ 41.54	\$ 207.70
Housing				
Trainee room and board costs nightly	\$ 45.00	5	\$ 225.00	\$ 1,125.00
Food				
Daily Boxed Lunch	\$ 17.50	5	\$ 87.50	\$ 437.50
Administration				
Billing, contracting, scheduling, etc.	12.80%		\$ 212.74	\$ 1,063.71
Grand Total			\$ 1,874.78	\$ 9,373.91

**EXHIBIT B
FORM OF WORK ORDER**

WORK ORDER #

This Work Order and any exhibit or attachment are subject to and incorporates all terms and conditions of the Master Services Agreement by and between the CCURA and Bridge House dated _____, 2026.

Contractor shall perform the following Services:

-
-
-
-
- Cost: \$ Total Cost or Rates
- Completion Date:

Contractor shall obtain approval from [Title of CCURA Contact] prior to any changes in the scope of this Work Order.

BRIDGE HOUSE

**URBAN RENEWAL AUTHORITY OF THE
CITY OF COMMERCE CITY**

Melissa Arguello-Green, Chief Executive Officer

Name, Title
Department

Date: _____

Date: _____

Recommended for approval:

Name, Title
Department

ATTEST

APPROVED AS TO FORM:

Stephen J. Ruger, Acting Secretary

Name, Title