

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **SASAKI ASSOCIATES, INC.**, a Massachusetts corporation registered to do business in Colorado, whose address is 110 Chauncy Street, Suite 200, Boston, MA 02111 (the “Consultant”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Community Planning and Development, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

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

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

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on July 2, 2024 and will expire on July 1, 2027 (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant 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 Executive Director.

4. COMPENSATION AND PAYMENT:

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

b. Reimbursable Expenses: Reimbursable expenses are permitted as described in **Exhibit B**.

c. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City 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 City.

e. Compliance with Denver Wage Laws: To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5. MWBE GOAL:

(a) This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “DSBO Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **28%**.

(b) Under § 28-132, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Consultant acknowledges that:

(1) If directed by DSBO, the Consultant is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

(2) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

(3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.

(4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Consultant shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Consultant shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

(5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

(6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.

(7) Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-139 of the DSBO Ordinance.

(8) Should any questions arise regarding DSBO requirements, the Consultant should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.

6. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7. TERMINATION:

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

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

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

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

8. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

10. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or

authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the certificate of insurance. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Consultant and subconsultant’s insurer(s) shall include the City and Count

d. Waiver of Subrogation: For all coverages required under this Agreement, Consultant’s insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Consultant shall confirm and

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

f. Workers' Compensation and Employer's Liability Insurance:

Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability:

Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Business Automobile Liability:

Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

12. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized

assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

15. 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.

16. 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 City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

18. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, 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.

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion,

will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

20. 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 Consultant at the address first above written, and if to the City at:

Executive Director of Community Planning and Development or Designee
205 W. Colfax Avenue, Suite 205
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. 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.

24. COMPLIANCE WITH ALL LAWS: Consultant 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; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City 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 Consultant or the person signing the Agreement to enter into the Agreement.

26. 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.

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

28. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to

this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

29. 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 Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

31. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence

and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

32. CITY EXECUTION OF AGREEMENT: The 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.

33. 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 City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically in the manner specified by the City. 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 Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Contract Control Number: CPLAN-202474778-00
Contractor Name: SASAKI ASSOCIATES INC

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:

CPLAN-202474778-00
SASAKI ASSOCIATES INC

By:  _____
02F901EDC5FE43B...

Name: Steve Roscoe
(please print)

Title: cfo
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Downtown Area Plan Update | Scope of Work

1 PROJECT UNDERSTANDING

1.1 Introduction

Community Planning and Development, in partnership with the Downtown Denver Partnership, is leading a downtown-focused planning process beginning in Summer 2024. This plan will update, reimagine, and build upon the 2007 Downtown Area Plan. That plan has served Denver well in guiding Downtown during times of nearly unprecedented growth. But much like in many U.S. cities, the COVID-19 pandemic has had a long-lasting and widespread impact on Downtown Denver, including the loss of pedestrian activity and high office vacancies. The City of Denver and DDP have also developed several new downtown-focused plans over the last several years that must be considered and incorporated into a holistic vision for Downtown Denver. Special emphasis will be placed on prioritization and implementation strategies for short-and long-term plan recommendations.

1.2 Project Timeline

The anticipated timeline for the project includes approximately nine months of planning from the issuance of the notice to proceed. Within the nine-month planning horizon all community engagement, technical analysis, and report creation will take place. After the nine-month window it is expected that there will only be plan approval support services which are estimated to take place over three months following the plan’s creation. The professional services contract will be valid for three years from the date of the notice to proceed. Sasaki will, to the best of its ability, be flexible with the schedule but should the schedule extend outside the control of the CT additional services will be warranted.

1.3 Compensation

Sasaki will be compensated on a lump sum basis for the amount of \$1,000,000 (One Million Dollars) and will bill monthly as a percentage complete per task. This includes all subconsultants including a MWBE participation of 28%. The task-by-task breakdown of fees is as described below:

Task	Fee
Task 1: Project Management	\$49,000
Task 2: Community Engagement and Public Communication	\$250,000
Task 3: Discovery and Draft Concepts	\$183,500
Task 4: Preferred Concept and Strategy Development	\$376,000
Task 5: Draft Area Plan	\$60,000
Task 6: Plan Adoption	\$20,000

A detailed sub-task breakdown of the fee is provided in Exhibit (B). All expenses, billed at direct cost to the Client as incurred, will be discussed and approved conceptually in writing prior to purchase. A projected breakdown of the estimated cost of those elements is as follows:

Item	Cost
Food, Refreshments, Child Care	\$10,000
Media/social media, Mailings	\$6,500
Other Miscellaneous Elements	\$15,000

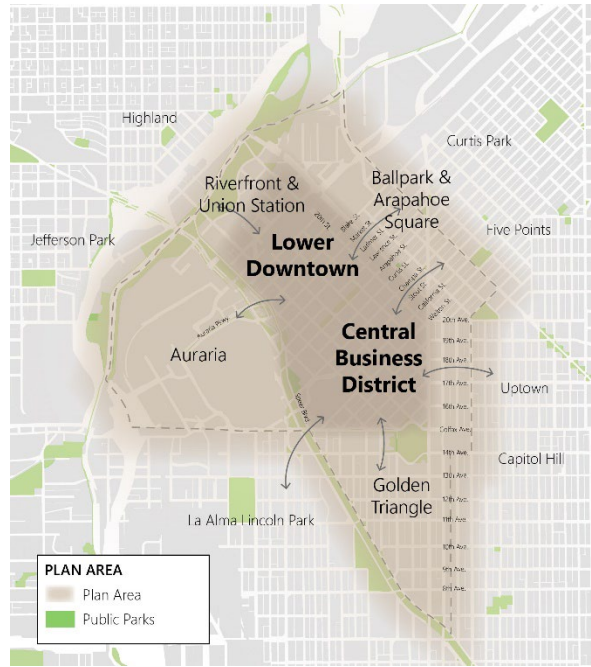
Items that are expressly excluded from the Sasaki’s reimbursable budget are included below:

- Rental fees for potential “project storefront”
- Rental Fees or Permit Fees for Any Spaces for meetings

The project budget includes a \$30,000 contingency to be used by the CT from planning, design, engagement, or project expenses related tasks that are considered outside the base scope of work. The CT will notify the PMT if specific tasks are outside of the base scope. At the end of each task, starting with task 3, the CT and the PMT will evaluate where the project budget lies and if it makes sense to allocate the contingency. Specific elements that may utilize contingency funds include but are not limited to: statistically valid survey, schedule extension, detailed design or engineering studies, physical models. additional meetings.

1.4 Plan Boundary

The 2007 Downtown Area Plan boundary includes multiple neighborhoods including Auraria, Central Platte Valley Riverfront, Ballpark, Arapahoe Square, Golden Triangle, Lower Downtown, and Central Business District. This planning process will focus primarily on Lower Downtown and the Central Business District – where the most planning-level guidance is needed, and where community conversations and plan recommendations will be prioritized. The other downtown neighborhoods surrounding Lower Downtown and Central Business District follow newer plan guidance and zone districts to realize the established vision. Thus, we expect the recommendations for these areas to focus more on mobility connections and quality-of-life infrastructure improvements.



1.5 Project Communication

Task 1 - Project Management			
Meeting Purpose	Frequency/Length	Meeting Format	Attendance
Project Kick-Off Workshop	(1), ½ Day	In Person	Sasaki, CPD, DPR, DOTI, DEDO, DDP
Project Branding Workshop	(1), ½ Day	In Person	Sasaki, CPD, DDP
Project Management Meetings	Weekly 30 minute calls with PM Team, Biweekly hour long calls to include principals (Up to 40 total)	In Person	Sasaki PM, DDP PM, CPD PM weekly; Sasaki, DDP, and CPD Principals biweekly. May also include representatives of other City Departments as needed
Project Leadership Meetings	Up to 12	In Person	CT, PMT, EC
Consultant Coordination	Bi-Weekly 30 minute check-in calls. (Up to 20)	Virtual or In-Person	Sasaki, Select Subconsultants

Meetings	total)		
Miscellaneous Meetings as Need	Up to 20 additional 30 - minute meetings	Virtual or In-Person	Sasaki, Select Subconsultants, CPD, Select City Departments and Agencies, DDP
Task 2 - Community Engagement			
<u>Meeting Purpose</u>	<u>Frequency/Length</u>	<u>Meeting Format</u>	<u>Attendance</u>
Public Open Houses	Three (3) in-person public open houses (up to 2 hours each, plus set-up and takedown)	In-person	Sasaki, Select Subconsultants, CPD, DDP
Pop-Up Conversations	Up to 10 (10), ranging from 30 min to 2 hours	In-person, Aligned with existing events when possible	Sasaki, Subconsultants
Focus Group Meetings	Up to Four (4) Meetings for up to Four (4) Groups	Mix of in-person and virtual, depending on group preferences	Sasaki, Select Subconsultants (as necessary), CPD, DDP
Plan Executive Committee Meetings	Up to Ten (10) meetings, each approximately 1-2 hours in length	In Person	Sasaki, Select Subconsultants (as necessary), CPD, DDP
Plan Advisory Committee Meetings	Up to Ten (10) meetings, each approximately 1-2 hours in length	In Person	Sasaki, Select Subconsultants (as necessary), CPD, DDP
Miscellaneous Stakeholder Meetings and Interviews	At least twelve (12) and a maximum of 25 additional meetings, 1 hour max each	In-Person (when possible), virtual	Sasaki, Select Subconsultants (as necessary), CPD, DDP
Task 3 – Discovery and Draft Concepts			
<u>Meeting Purpose</u>	<u>Frequency/Length</u>	<u>Meeting Format</u>	<u>Attendance</u>
Prioritization and Alignment Workshop	(1), ½ Day	In Person	Sasaki, Select Subconsultants (as necessary), CPD, DPR, DOTI, DEDO, DDP, Executive Committee
Task 4 – Preferred Concept and Strategy			
<u>Meeting Purpose</u>	<u>Frequency/Length</u>	<u>Meeting Format</u>	<u>Attendance</u>

Preferred Concepts Workshop	(1), ½ Day	In Person	Sasaki, Select Subconsultants (as necessary), CPD, DPR, DOTI, DEDO, DDP, Executive Committee, Advisory Committee
Task 5 – Draft Area Plan and Implementation Planning			
<u>Meeting Purpose</u>	<u>Frequency/Length</u>	<u>Meeting Format</u>	<u>Attendance</u>
Implementation Workshop	(1), ½ Day	In Person	Sasaki, Select Subconsultants (as necessary), CPD, DPR, DOTI, DEDO, DDP, Executive Committee, Advisory Committee
Task 6 – Draft Area Plan and Implementation Planning			
<u>Meeting Purpose</u>	<u>Frequency/Length</u>	<u>Meeting Format</u>	<u>Attendance</u>
Public Comments Review Workshop	Up to Two (2) two-hour meetings	In Person	Sasaki, Select Subconsultants (as necessary), CPD, DPR, DOTI, DEDO, DDP

2 SCOPE OF WORK

2.1 Task 1: Project Management (Ongoing)

Objective: Provide overall project management to ensure the successful completion of an adopted area plan as a supplement to Comprehensive Plan 2040.

2.1.1 SCOPE PRIORITIES, DRAFT GUIDING PRINCIPALS AND PROJECT SCHEDULE

The Consultant Team (CT) will work with the Project Management Team (PMT) to refine the preliminary scope of work to ensure that the efforts associated with specific topics and physical areas align with the expectations of the client team. This process will not fundamentally change expected deliverables or tasks but rather ensure that the project remains focused on the correct topics. This work will be captured as a memorandum that can be referred to throughout the process. Within this task, the CT will also assist the PMT in providing comments on process specifically related to the project charter, project management plan, and larger communications strategies. Topics will include but are not limited to:

- Discussion of initial public engagement strategy.
- Discussion of initial public and media communications strategy.
- Discussion about project coordination, and future meeting agendas and dates.
- Advisory Committee meetings coordination and organization.
- Identification of roles and responsibilities (CPD staff, Advisory Committee, technical group(s), Planning Board, etc.).

- Data transfer protocols

Additionally, through the early conversations and analysis conducted the CT will draft preliminary guiding principles that align previous and on-going planning efforts to ensure alignment around core ideas. These will be represented through diagrams and narrative.

Finally, as part of this initial scope our team will craft a detailed project schedule that outlines milestone dates, key meetings, review periods, and engagement windows to ensure that everyone has a clear understanding of the process. This will be provided as a Microsoft Project file that can be updated regularly as well as a simplified graphic schedule that can be used for larger distribution.

2.1.2 KICK-OFF WORKSHOP

Within 30 days, the CT will host a PMT preplanning workshop to establish the process foundation, discuss the context and key issues, outline public outreach goals and strategies, and confirm staff leadership, technical group(s), and Advisory Committee. The CT will build off the draft project management plan that has been created by the PMT for discussion at this required kickoff meeting. At this session, the CT and PT will collectively discuss project goals and desired outcomes for the planning process.

2.1.3 PROJECT MANAGEMENT PLAN

The CT will oversee sub-consultants for this project, providing direction and ensuring quality assurance/quality control for both draft and final products. It will also include processing sub-consultant invoices and preparing monthly invoices for PMT. This task will include developing tools and protocols for ongoing coordination with PMT throughout the project. The CT will participate in regularly scheduled PMT meetings throughout the entire project. The CT will review and work with the PMT to refine the draft Project Management Plan already written by the PMT. This may include a summary of roles, meeting frequency, meeting objectives, etc.

As a baseline to the process, the CT will answer directly to the project managers for both the Downtown Denver Partnership and the City. The CPD project manager will provide day-to-day management for the project and serve as the main contact for all stakeholders. The DDP project manager will provide day-to-day coordination and management on behalf of DDP, helping lead the coordination of all tasks and responsibilities led by DDP. Any direction given by a representative of either partner will be considered final direction. The Client group is responsible for resolving conflicting direction prior to the Consultant being provided direction. Should conflicting instructions be given the CT will bring that to the attention of both client parties for resolution prior to proceeding with work.

For presentations and other minor progress deliverables the CT will provide them to the PMT in draft form seven days prior to the actual deliverable or meeting date. The PMT is to then provide initial feedback within four days to provide 3 days to finish the deliverable or pick up outstanding comments.

2.1.4 PROJECT MANAGEMENT MEETINGS

The CT will participate in regularly scheduled weekly meetings with the PMT throughout the entire project. Every other week will include a 30-minute logistics-oriented check in that will be attended by the projects managers from the City, DDP, and Sasaki. Alternating every other week will be a 1-hour content focused PM meeting that will be attended by the Principals of the City, subject matter experts

from DEDO, DOTI and DPR, DDP, and Sasaki. The meetings may be in person or via Microsoft Teams. Subconsultants will participate in weekly coordination meetings and calls when necessary.

In addition to weekly coordination meeting the CT will assist in leading and participate in all Executive Committee Meetings which are anticipated to happen on a cadence of every other month. Larger inter-departmental collaboration with agencies and departments outside the PMT staff at key milestones may also be required to coordinate with other active downtown planning efforts and get consensus on key recommendations.

The CT will provide meeting agendas for all meetings at a minimum 24 hours ahead of the meeting and will provide meeting notes at a minimum 48 hours after the meeting. The client team will have 48 hours to provide comments on those notes, after which they are considered record.

2.1.5 MONTHLY INVOICE AND PROGRESS REPORTS

The Consultant Team will prepare monthly invoices and progress reports for review and approval by the CPD Project Manager. Monthly invoices will include an adjusted percent complete by major task with associated fees identified and a total amount due for the billing period. Past due amounts will also be summarized at the bottom of the invoices. Percent complete adjustments will incorporate consultant staff time, subconsultant staff time and any direct expenses incurred that are in accordance with the contract. Progress reports will provide a detailed task-by-task breakdown of the entire project with adjustments to percent complete indicated for all tasks incurring fees for said period. For these tasks, the prime consultant will provide a simple explanation of the services provided and time spent for the period. Progress reports will be formatted as simple memorandums and attached to monthly invoices. Prior to the first months invoice the PMT will provide the CT with a template or example invoice and invoice narrative. Sasaki will issue an example invoice for approval by the PMT prior to the first actual invoice being sent.

2.1.6 DRAFT PLAN FORMAT

All plan drafts will be done in Adobe InDesign (draft text may also need to be available in easily editable formats) and all illustrative plan maps will be done in Adobe Illustrator but based in GIS. Plan drafts intended for publication and public review must meet accessibility requirements and pass Adobe Acrobat's accessibility check.

The CT will provide a packaged InDesign Folder as part of the Final Draft of the Master Plan. Additionally, all planimetric master plan drawings depicting final master plan recommendations will be provided as a working adobe illustrator file as well as exported for use in a GIS platform. Throughout the process of the master plan Sasaki will provide draft chapters for review by the Client team. Upon review and approval of those chapters the content in those chapters will be considered substantially complete. The CT and PMT will co-author the text for the plan. At the beginning of this process the CT and PMT will create a writing style guide and a shared file process that allows text to be co-authored.

In addition to the master plan report the CT will also provide access to the Online Dashi Platform as part of the final deliverable. This platform will be used throughout the planning process for implementation considerations and the initial use is considered a core deliverable and will be available for the life of the contract (12-months from NTP). Should the client want to obtain on-going access to the platform that can be provided as an on-going license fee.

2.1.7 ADA ELECTRONIC ACCESSIBILITY

The CT will use a guide developed by the City on ADA Electronic Accessibility to ensure all deliverables expected to be published online, comply with WCAG 2.0 ADA guidelines. These deliverables include Advisory Committee meeting notes and slides, community engagement summaries, meeting boards and slides from public workshops, and the draft plan.

TASK 1 DELIVERABLES

- D.1 Editable Project Schedule
- D.2 Kick-Off Meeting PPT Presentation
 - Draft Project Management and Engagement Thoughts
- D.3 Scope/Plan Priorities and Planning Principals (presented in PPT format)
- D.4 Adjusted Project Management Plan
- D.5 Meeting Agendas and Meeting Records
- D.6 Monthly Invoices and Progress Reports
- D.7 Master Plan Document Template and Graphics Guidelines
- D.8 Dashi Platform Outline

TASK 1 CITY/DDP STAFF RESPONSIBILITIES

- Collaborate and approve the final scope, budget, and schedule.
- Participate in Kickoff Workshops and weekly project meetings.
- Review and approve the Project Management Plan.
- Review and approve monthly invoices and progress reports.
- Coordination of City and DDP Schedules
- Provide ADA Electronic Accessibility PPT

2.2 Task 2: Community Engagement and Public Communications (Ongoing)

Objective: *Engage the community in meaningful and strategic ways. The Consultant Team should solicit input from the PMT, stakeholders, community, staff, and decision-makers to determine the overall public outreach strategy, major issues of concern, and prioritize policies and recommendations.*

2.2.1 COMMUNITY OUTREACH PLAN REFINEMENT

Based on the input provided by the PMT at the kick-off workshop (see Task 2.1.2), the Consultant Team will draft a refined public outreach strategy (i.e., community outreach plan, public involvement plan, etc.) that outlines all public meetings, notices, charrettes, and other outreach tools for the plan. The strategy should emphasize reaching all relevant stakeholder populations, including hard-to-reach populations like low-income, unhoused community, youth, renter, service workers, and non-English speakers, as well as, landowners and businesses, established RNOs and advocacy and community organizations, and the development community using both high-tech and high-touch methods. Community outreach will also need to account for and stay in close coordination with the Mayor’s Vibrant Denver initiative, which will include outreach efforts through late summer into early fall of 2024. The outreach plan will consider and include plans for effectively reaching stakeholders outside of downtown. Because downtown should serve as "everyone's neighborhood," it is crucial to develop creative approaches to engage a broader citywide audience while being mindful of resource and budget constraints.

This would be presented as a memo that will be reviewed and approved by the PMT . We anticipate two rounds of review for draft plans. Once the overall engagement plan has been approved, we anticipate using it as a living document meaning that it may be updated from time to time. Additionally, there will be established metrics for performance within the plan and we will ensure that tracking against those metrics is done through each stage of the process.

2.2.2 LANGUAGE ACCESS PLAN

The PMT has created a language access plan and an estimated budget under the guidance of the Office of Immigrant & Refugee Affairs (DOIRA). This estimate of approximately \$10,000 should be reflected in the final project budget. This includes Spanish interpretation for all public meetings with other languages by request, Spanish interpretation for several focus groups, and Spanish translation of outreach promotional materials, online surveys, meeting materials, and executive summary of the plan. The CT will coordinate all materials as needed. All material that is to be translated must be requested by the PMT to the CT one month prior to final delivery or printing.

2.2.3 ENGAGEMENT TRACKING AND FOCUSED OUTREACH

The CT will develop a spreadsheet to track participants in the planning process relative to area and citywide demographics. The CT will work with the PMT to fill in the spreadsheet as the engagement progresses and develop a comprehensive strategy and approach for conducting additional outreach to boost participation by underrepresented groups. and track how responses differ by group throughout the process. After each engagement window, the CT will conduct an audit of the performance of the engagement process. The City's Community Engagement Specialist will support these focused outreach efforts.

2.2.4 STAKEHOLDER FOCUS GROUPS

The CT will coordinate with the PMT to identify up to four (4) distinct focus groups centered around key themes/topics. These focus groups will each meet up to four (4) times during the planning process, for a total of up to sixteen (16) total meetings. These meetings will meet in-person unless virtual meetings are preferred from individuals on the focus group. The composition of the focus groups will be identified by the CT and PMT. Focus groups will consist of roughly 10-15 individuals selected by the CT and PMT. Select members of each focus group should also serve on either the Executive or Community Advisory Committee. Membership should include neighborhood representatives, business or property owners, and representatives from Downtown and surrounding neighborhood advocacy and community groups.

2.2.5 PUBLIC MEETINGS AND WORKSHOPS

The CT will lead large events occurring at key milestones in the planning process with assistance from the PMT. DDP staff will assist the CT in booking venues for larger meeting while the CT is responsible for all other arrangements including content creation, interpretation, printed materials, basic refreshments, and childcare. If additional food or materials are desired based on the format of the meeting the CT and PMT will work together to determine the budget impacts and where those funds come from. We anticipate a minimum of 3 public meetings and a maximum of 5 public meetings. In addition to larger-format public meetings, tactical pop-up events will occur throughout the planning process. We anticipate a minimum of six and a maximum of 10 pop-up events. These pop-up events will target meeting people where they are and will leverage existing events wherever possible to ensure high turnout.

2.2.6 EXECUTIVE AND COMMUNITY ADVISORY COMMITTEE

PMT Team to identify the appropriate members of an Executive Committee that will consist of up to 10-15 individuals from the City, the Downtown Denver Partnership, and appropriate agencies. This Committee should meet every month, or up to 10 times, throughout the planning process. The PMT Team and CT will also identify appropriate members of a Community Advisory Committee that will work with the project team throughout the process and be comprised of community members, neighborhood organization representatives, educational institutions, landowners within the planning area, businesses, and advocacy groups. This Committee should meet every month, or up to 10 times, throughout the planning process. The PMT will lead each committee meeting with facilitation and engagement activities led by the CT.

2.2.7 ONGOING STAKEHOLDER ENGAGEMENT

In addition to focus groups and executive and community advisory committee meetings, the CT will engage city staff and key stakeholders (DDP, RTD, City Council members, RNOs/nearby community organizations and leaders, business owners, planning board, etc.) early in the process. Stakeholder input will be gathered through one-on-one interviews and similar methods. These tactical engagement meetings will include a minimum of ten (10) meetings and a maximum of Fifteen (15) throughout the planning process.

2.2.8 EQUITY BASED ENGAGEMENT STRATEGIES

The CT will allocate \$45,000 for equity specific engagement strategies. This would include elements such as financial incentives for survey participation, focus group participation, or other broader methods. We will also explore opportunities to hire specific community leaders and or groups in hard-to-reach communities or geographic areas of interest that will supplement our team’s reach. The specifics of these strategies will be outlined in the engagement plan and we will crafted a memorandum that outlines the specific feedback that we have gotten from this process. Examples of the target audience for this work could be the unhoused, specific demographic groups, downtown service industry works, etc.

2.2.9 PROFESSIONAL FACILITATION SERVICES

The CT will include a professionally trained facilitator with experience on similar planning projects to direct stakeholder meetings and other activities when mediation skills are needed. A member of the CT team will provide these services.

2.2.10 SURVEYS AND ONLINE ENGAGEMENT

Online surveys and hard copy surveys are an expected engagement tool. The CT will determine the most appropriate survey application and will present the PMT with options. One statistically valid mailed survey that conforms with national best practices may be required, if deemed necessary. Should a mailed survey be required, funds should be drawn from the project's contingency fund. One survey (conducted both digitally and through hard copy) will be created for each engagement window, for a minimum of two (2) surveys and a maximum of three (3) surveys.

Critical to the success of online surveys is a singular landing page for online engagement to inform the community about the planning process. The CT will develop an interactive online project website to provide information about the planning process and inform about ongoing engagement efforts. This website will link from the City’s landing page for the project and will provide a specifically branded

format for the length of the planning process. At the end of the planning process the CT will reorganize the links so that the URL links back to the City’s website.

2.2.11 COMMUNITY ENGAGEMENT WINDOWS

- A series of community engagement windows should be crafted using multiple outreach tools including public workshops, navigators, and online surveys. Community engagement windows are defined as a specific period during which stakeholders, residents, and community members are actively invited to participate, provide feedback, and engage in the area plan. It will be critical for these windows to be consolidated so that unified feedback can be used to move the project forward. The CT anticipates working with the City and DDP to align these windows with other major civic activities. Up to three engagement windows are anticipated. Each engagement window, which will be further refined in the Engagement Plan, will provide the following methods of engagement:
 - Engagement Window #1: Discovery and Alignment
 - **Techniques:** Up to four distinct focus group meetings, one executive committee meeting, one community stakeholder meeting, one public meeting, one pop-up event, one briefing to City Council, one digital and hard-copy survey, and the launching of a project website, which will serve as the destination to access digital surveys.
 - **Intent:** Confirm Values and Ensure Foundational Understanding of the Issues that are trying to be solved for
 - Engagement Window #2: Big Ideas and Concept Direction
 - **Techniques:** Up to four distinct focus group meetings, one executive committee meeting, one community stakeholder meeting, one public meeting, two pop-up events, one briefing to City Council, and one digital and hard-copy survey.
 - **Intent:** Gather feedback on initial direction of the framework ideas
 - Engagement Window #3: Implementation Strategy Development
 - **Techniques:** Up to four distinct focus group meetings, one executive committee meeting, one community stakeholder meeting, one public meeting, two pop-up event, one briefing to City Council, and one digital and hard-copy survey.
 - **Intent:** Confirm plan direction and gather feedback on priorities to support implementation planning.

2.2.12 PROJECT MESSAGING AND BRANDING

The CT will develop clear, concise messaging about the project at the beginning of the project to help inform all communications shared during community engagement activities. The PMT will review and contribute to the project messaging. Messaging will also need to be coordinated with the Downtown Development Authority expansion, and the Vibrant Denver initiative led by the Mayor’s Office. Messaging should include key messages (categorized by audience as needed) as well as answers to common questions. It is anticipated that the messaging/FAQs will be updated periodically as the project advances. The CT and PMT, specifically DDP, will conduct a Branding Workshop to develop a branding approach including style guides, visuals, voice, and color palette to ensure consistency across future engagement and outreach efforts. The CT will use the results of this workshop to develop brand templates for meeting materials to ensure consistency and promote efficiency.

TASK 2 DELIVERABLES

- D.9 Community Outreach Plan Memo
- D.10 Engagement Tracking Spreadsheet
- D.11 Advisory Committee Presentations and Meeting Minutes
- D.12 Executive Committee Presentations and Meeting Minutes
- D.13 Focus Group Presentations and Meeting Minutes
- D.14 Project Website (administered for the life of the planning contract)
- D.15 Project Branding Presentation and Templates
- D.16 Project Messaging and FAQs – Updated every other week
- D.17 Project Surveys (up to 3) – Online and Printed
- D.18 Community engagement materials, including highly graphic informational boards, hand-outs, interactive engagement materials for pop-up events, etc. (For Pricing and Scoping Purposes Only it is assumed that the CT will be responsible for laying out up-to twenty 30”x40” boards, or equivalent graphic material per engagement window. Final content to be refined with each meeting)) -
- D.19 Community Engagement Summaries (summarizes all engagement efforts in a brief report or slides at each major plan milestone, including demographic data on participation, survey results, navigator findings, etc.) in PPT Format

TASK 2 CITY/DDP STAFF RESPONSIBILITIES

- Collaborate on refining the Community Outreach Plan with special emphasis on city process, city council strategy, managing interdepartmental relationships, etc.
- Provide the consultant team with a language access plan.
- Lead and coordinate Executive Committee and Advisory Committee meetings with support from the consultant team.
- Collaborate on refining and reviewing project messaging.
- Review and contribute to community engagement materials, including project surveys.
- Collaborate on standing up the Community Navigator Program and supporting other focused outreach efforts.
- Collaborate on the development, coordination, and promotion of all Community Engagement Windows.
- Assistance in securing meeting locations for all stakeholder involvement. For example, for ECs and we want to use a City office room the City would be responsible for that or if we wanted to use the DDP Board room DDP would be responsible for that
- Collaborate with the CT to develop an engagement tracking spreadsheet.

2.3 Task 3: Discovery and Draft Concepts (3 months)

Objective: *Analyze previous plan recommendations, community input, and recent studies for downtown to set the foundation for future planning efforts/community conversations and bring alignment across different departments and stakeholders. This analysis should also help identify gaps within the existing plans’ guidance that require further attention and exploration in this planning process. The analyses will inform and ultimately result in draft concepts and recommendations to begin reviewing and discussing priorities with the community.*

2.3.1 FIELD VISITS

The PMT will provide CT with notes from previous field visits conducted for lower and upper downtown as part of the DDA Plan of Development work. Based on the CT’s review of those notes, a maximum of

three field visits, field visits may be conducted, to build on previous findings and observations. The CT will provide notes from the field visit(s) that summarize key observations and takeaways from the group on the physical, social, economic, and cultural conditions of downtown to supplement and inform ongoing existing conditions work. These field visit may also be aligned with pop-up events, Focus Group meetings or other Community and Stakeholder Engagement activities.

2.3.2 BASELINE DATA/STUDIES, COMMUNITY INPUT, AND MAPPING

The CT will build-out a project existing conditions database of the area for the intention of analyzing issues, visualizing patterns, and making recommendations. The intention of this effort is not to create maps depicting existing conditions but rather to develop layers to be analyzed in more rigorous ways. We will utilize sources of information including but not limited to City GIS Layers, State and Federal GIS Layers, Open Data, and other sources. At the outset of the project the CT will build on the PMT created data request form to define baseline information.

The PMT will provide the CT with recent studies, existing conditions mapping, and early community input provided by the DDA/Planned Development process. This includes but is not limited to:

- ACS Census Data
- DDA/Plan of Development Engagement
 - o Online Survey Results
 - o Public Realm Study
- Baseline Mapping
 - o Land Use & Built Form Mapping – current land use regulations and future land use recommendations.
 - o Mobility Mapping – existing and future multi-modal facilities and crash data.
 - o Quality-of-life Infrastructure – parks, trails, tree canopy, green infrastructure, and community resources
- PMT-led Studies and Reports
 - o Upper Downtown Economics Study
 - o Adaptive Reuse Office to Residential Conversion Study
 - o Cherry Creek and Speer Boulevard Vision Study
- DDP-led Studies and Reports
 - o Downtown Ground-Floor Activation Strategy Study
 - o Downtown Activity Reports
 - o State of Downtown Summary
 - o Private Parking Study
 - o Travel Survey Reports

2.3.3 EXISTING PLAN AUDIT

The PMT will examine previous plans such as the Downtown Area Plan (2007), Denver Moves: Downtown (2020), and The Outdoor Downtown Plan (2017) to measure progress on key projects and recommendations. This information will be recorded in a spreadsheet and shared with the CT for further analysis, as necessary, to establish a baseline understanding of current recommendations and to facilitate initial discussions with city staff about priorities (see task 2.3.4), aiming to reach internal consensus early in the process. The CT is expected to review and be familiar with other relevant plans for downtown including the Cherry Creek and Speer Feasibility and Vision Study, Auraria Campus Master Plan, and Upper Downtown. Additional relevant plans, including the Colfax BRT, Downtown Development Authority Plan of Development, and other technical studies will be shared by the PMT and analyzed by the CT, as needed.

2.3.4 PRIORITIZATION & ALIGNMENT WORKSHOP

The CT will host a facilitated workshop with the Executive Committee and Community Advisory Committee to discuss previous plan recommendations that have yet to be fully implemented and determine which ones are desired, viable, editable, or irrelevant. The goal would be to help establish the foundation for the beginning of the planning process by developing draft plan concepts and recommendations and bringing alignment across different departments and stakeholders. This workshop can also help identify gaps within the existing plans' guidance that require further attention and exploration in this planning process. The CT will provide notes that capture feedback and major takeaways from the meeting. Prior to this meeting the CT will issue a short-form survey for participants to fill out that will assist in the formation of the meeting format.

2.3.5 PREPARE BASELINE EQUITY STUDY

The PMT will lead an initial equity analysis using Blueprint Denver's key equity concepts to understand the neighborhoods for potential impacts on vulnerable residents and business owners. CT will review and comment on this analysis through the mark-up comments on the document. Additional data may include looking at the history and connections that certain communities had with downtown, before displacement, to create space and productive conversations about past harms and help inform a more inclusive downtown for the future. This study will provide an equity perspective in developing draft plan concepts and recommendations to ensure equitable outcomes. This may include identifying key factors and metrics to analyze and consider as recommendations are considered to understand its impacts on equity.

2.3.6 GAPS IDENTIFICATION & ANALYSIS, MEMO OF FURTHER STUDY

After reviewing past studies, community input from the DDA process, and conducting workshops with staff, the PMT and CT may determine that additional studies are required to uncover or further explore certain plan topics, and better inform draft concepts and recommendations. The CT will work with the PMT to determine if these studies can be conducted within the scope and budget of the master plan or if additional funds would be needed. The CT will lead this additional analysis, summarized in a memo(s).

It is currently anticipated that our team will conduct specific analysis related to these core topics:

- **Market and Land Use.** A more comprehensive understanding of the desired land use diversification in downtown to address challenges in the Downtown office market, while, at the same time, planning for and investing in the future; supporting a vibrant mixed-use district; and re-strengthening downtown's tax base. While a comprehensive market study of the plan area is not anticipated at this time our team will utilize past studies and interviews to develop evaluations related to the current state of land use distributions in downtown and how that compares to other places, issues related to cost burdens and displacement impacts, what types of incentives and regulations impact development and what the order of magnitude of those impacts are.
- **Zoning and Regulations.** Evaluating downtown zoning regulations and DSGs against broader citywide policies, including implementing parking maximums, and adjusting current incentives and requirements to encourage better design outcomes. This assessment should be based on market-driven proforma modeling and development feasibility. Assessments should also focus on key opportunity areas, including the Speer Boulevard corridor (particularly between Colfax Avenue and Wewatta) to assess land use regulations and historic district designations, and provide guidance on potential changes to advance the vision in the Speer Boulevard and Cherry Creek Feasibility Study. The CT's analysis will include methods of prototypical development scenarios that unpack the various levers that exist in achieving the desired outcomes that are

sought in Downtown. Additionally, the CT will study up to three specific focus areas to explore major transformations and the impacts and strategies associated with those focus areas.

- **Mobility and Access.** Study existing conditions for emerging trends/issues such as an infrastructure assessment for micro-mobility devices and freight movement downtown, transit baseline and possibilities, overall infrastructure issues related things such as energy, water, storm, and sanitary. Explore ways to improve connections, especially transit, to adjacent downtown neighborhoods, including major redevelopment sites and surrounding neighborhoods like River Mile, Ball Arena, RiNo, Uptown, Curtis Park, Lower Highlands, etc.
- **Parks and Public Realm:** Evaluate and recommend solutions for present challenges, such as regulatory limitations that hinder programmatic and infrastructure investments, such as tree planting initiatives. Addressing constraints on financing in creating and maintaining new park spaces, trees, programs, and other enhancements to public areas is also essential. Identify areas for potential land for new parks downtown acquisitions to support the increase of density. Identify semi-public or private open spaces that contribute to the open space network. Evaluate how parks and open spaces can positively impact the economic climate of downtown and add to livability and quality of life in our downtown.

2.3.7 DRAFT CONCEPTS

The CT will develop a set of draft plan concepts and recommendations that set the initial direction for the planning process. These concepts should be a culmination of previous plan recommendations and potential new ideas that advance the established vision set forth from previous planning efforts including the 2007 Downtown Area Plan, The Outdoor Downtown plan and Denver Moves: Downtown. Concepts should also reflect the input provided by staff from the prioritization and alignment workshop described in Task 2.3.4 and previous community input received through initial Downtown plan engagement and through ongoing DDA public outreach. This may involve prioritizing recommendations based on community priorities identified through the DDA Expansion Community Outreach, while also considering their financial costs and ability to advance these priorities. Developing draft concepts and recommendations early enables us to start community discussions on prioritization right away, which allows us to swiftly identify catalytic projects and allocate more time and resources for implementation planning. The financial feasibility and constructability of the concepts will be carefully evaluated early on to weigh tradeoffs and ensure a realistic understanding of their scale and magnitude.

These draft concepts will be presented in the form of high-level diagrams that present systematic solutions across topic areas that align with the overall guiding principles. We will also utilize precedent studies from around the country to present how these ideas can impact cities and what their characters can be.

2.3.8 PLAN ANALYSIS

Building off initial baseline data, analysis, and mapping provided to the CT by the PMT, where it's necessary to address trade-offs in draft concepts concerning high-value or contentious topics like growth, traffic, etc., the CT will provide evaluation criteria to assist in this evaluation. These alternatives will be supported by framework maps/graphics and qualitative and quantitative analysis for each alternative, including equity considerations. Additional plan analysis may include analysis of the conducted market scan, analysis on existing zoning, land use, and regulation, analysis on transportation and mobility systems, and analysis of parks and public realm.

TASK 3 DELIVERABLES

D.20 Lead Field Visits and provide notes

- D.21 Lead and facilitate a Prioritization and Alignment Workshop and provide notes. This includes the creation of meeting materials to facilitate an effective workshop.
- D.22 Gaps Identification & Further Study Memo
- D.23 Existing Plan Audit
- D.24 Existing Conditions Baseline Reports and Analysis
 - o Market Scan Report in PPT
 - o Zoning, Land Use, and Regulatory Report in PPT
 - o Mobility and Access Report in PPT
 - o Parks and Public Realm Report in PPT
- D.25 Draft Concepts, Recommendations, and Alternatives Report. An internal report summarizing all draft concepts, recommendations, and alternatives which will serve as a working document for creating future meeting materials and refining content in task 4 before incorporating it into the draft plan.
 - o Big Ideas – Up to 6 framework axonometric Diagrams supported by precedent images
- D.26 Review and contribute to the baseline equity analysis, as needed, with additional data and analysis

TASK 3 CITY/DDP STAFF RESPONSIBILITIES

- Participate in field visits and engagement activities.
- Assistance with Alignment Workshop, including:
 - o Distribution of Internal Survey prior to Alignment Workshop
 - o Assistance with facilitation
 - o Distribution of Meeting Summary and Follow-Up on Core Issues of Contention.
- Provide Existing Plan Audit in spreadsheet
- Provide Baseline Data/Studies and Mapping
- Prepare Baseline Equity Study in PPT
- Review, comment and approve all draft and final technical memos and reports

2.4 Task 4: Preferred Concept and Strategy Development (4 months)

Objective: *Identify a preferred plan concept and specific recommendations that outline the overall vision and policy framework for downtown. After gaining consensus from the community and stakeholders on the preferred concept, a preliminary implementation plan will be developed. This plan will detail the "next steps" needed to advance the recommendations, including near-term, mid-term, and long-term actions.*

2.4.1 PREPARE PREFERRED PLAN

The CT will develop a preferred plan that outlines the overall vision and policy framework for downtown, including a refined vision for land use, major mobility and public realm investments and supporting programs to ensure an inclusive, vibrant downtown. The plan will be based on the outreach and input received in Task 3, which will include input about prioritization. These refined concepts and recommendations will be summarized in an internal report and serve as a working document for creating future meeting materials and integrating content into the draft plan. The Preferred Plan will focus on documenting the high-level frameworks across topics areas of land use, mobility, public realm, economy, and culture.

2.4.2 PREFERRED PLAN EQUITY IMPACTS ANALYSIS

Based on the preferred plan, the CT will draft a short memo that analyzes the potential impacts on vulnerable residents and business owners. Using the Baseline Equity Study as a starting place, this

narrative-based memo should, identify potential strategies to help mitigate involuntary displacement and other equity needs highlighted by the Baseline Equity Study's equity indicators and through planning process.

2.4.3 STRATEGIES DEVELOPMENT

CT will develop a series of strategies that will center around projects, policy, programs and partnerships. Building off the analysis and the frameworks developed in the previous task these strategies will account for issues related to economic development, infrastructure, built form, public realm, cultural assets, equity, sustainability, and resilience. Draft recommendations will consider existing regulatory tools and plans to facilitate a more straightforward and seamless transition to implementation outcomes. The minimum topics covered by the Draft Area Plan include:

- **Land Use & Built Form.** Provides a refined post-COVID land use vision and development/growth strategy for downtown that addresses fundamental changes in the office market. This section will also provide recommendations for improving regulatory requirements and incentives within the zoning code and UDSG to better advance community values and aspirations for high-quality design. This includes recommendations to further the vision expressed in the Speer Boulevard and Cherry Creek Vision and Feasibility study to advance an urban corridor that mixes development and open space, responds appropriately to the existing historic districts and provides recommendations related to properties covered by the Old City Hall View Plane (addressed in the 2018 plan amendment) and its intersection with the Lower Downtown Historic District's 4th Special Review District (Historic Urban Edge Guidelines) which are predicated on the Old City Hall View Plane.
- **Urban Design & Historic Preservation.** Provide recommendations on the ideal interaction between the public realm and private development. Recommendations should also consider historic influences and opportunities to leverage historic assets in downtown.
- **Adaptive Re-Use.** Build on previous studies and the city's active efforts to convert existing office towers to different uses. Use this information to refine the overall vision and strategies for land use, public realm enhancements, and supportive programs, with the goal of creating a complete neighborhood for downtown.
- **Economy & Housing.** Provide recommendations for creative financing arrangements for private development and capital projects. Explore ways to encourage diverse housing, support local and small businesses, strengthen downtown's employment base, and attract daily services and amenities needed to support a diverse population.
- **Mobility.** Prioritize recommendations from previous plans and studies while addressing emerging trends and issues critical for downtown. This includes better connecting the downtown core to adjacent neighborhoods and supporting a pedestrian-first transportation system that reimagines downtown streets for people.
- **Quality-of-Life Infrastructure.** Help prioritize recommendations from previous plans and studies while addressing challenges in implementing long-standing recommendations. Develop a cohesive vision for a connected public realm that unifies downtown's urban fabric, along with a strategy for long-term implementation and maintenance. This includes improvements to parks, public spaces, streets, plazas, and cultural infrastructure.

2.4.4 DRAFT IMPLEMENTATION FRAMEWORK

Once task 2.4.1 is complete (or sufficient progress has been made to move into implementation planning), a draft implementation framework will be developed by the CT. This framework will identify community priorities and provide a detailed roadmap with phasing, including:

- Organizing actions by near-term, mid-term, and long-term timelines
- Defining roles and responsibilities, and identifying key partners
- Estimating costs and identifying potential funding sources
- Establishing metrics to track, monitor, and evaluate success
- Highlighting key considerations or constraints for the implementing agency

2.4.5 IMPLEMENTATION WORKSHOP

The CT will conduct an implementation workshop with the EC and CAC that will be focused on establishing phasing priorities for inclusion in the final master plan. This plan will be interactive and used to define the final implementation plan.

2.4.6 IMMEDIATE ACTION ITEMS

Given the importance of implementation, coming out the implementation workshop, the CT will identify immediate actions items that could be policies, programs, projects, or partnerships. Our team will craft an independent immediate action plan that can be used to drum up support, showcase momentum, or organize action steps. Within this we will utilize diagrams, technical studies, illustrations, and narrative to describe these elements. This Immediate Action Plan will be presented as a separate chapter within the master plan document.

2.4.7 FOCUS AREAS

CT will develop more detailed physical design and planning recommendations for up to four focus areas to depict how framework principals and strategies come together on the ground. These areas will be chosen in collaboration with the PMT and will be utilized to help explain how the master plan ideas interface with the built environment. The CT will create an overall plan, axonometric diagram, and perspective rendering of each one of these areas.

TASK 4 DELIVERABLES

- D.27 Preferred Plan
 - Up to 6 axonometric framework diagrams supported by precedent images and narrative. PPT format.
- D.28 Strategies Development Report in PPT
 - Up to 30 individual graphics or diagrams
 - Up to five ground level perspectives
- D.29 Preferred Plan Equity Impacts Analysis Memo
- D.30 Draft Implementation Framework
 - Draft presented in Spreadsheet format and documented in InDesign
- D.31 Immediate Actions
 - Maximum one (1) ground level rendering
 - Maximum three (3) plan diagrams exploring technical considerations
- D.32 Focus Areas
 - Up to four axonometric diagrams and ten additional supporting diagrams

TASK 4 CITY/DDP STAFF RESPONSIBILITIES

- Collaborate on preferred plan and implementation framework.
- Consolidate Comments from City and DDP channels
- Review Equity Analysis Memo.

2.5 Task 5: Draft Area Plan (3 months)

Objective: Prepare the full Draft Area Plan incorporating the substantive content developed in previous tasks. This task will be conducted in close coordination with the PMT and other CCD staff. Initiate more detailed follow-up studies and design work for priority recommendations identified in task 4.

2.5.1 DRAFT AREA PLAN ADMINISTRATIVE REVIEW

The CT will provide a draft master plan report for administrative review by the PMT and Key Stakeholders. The draft report will include all chapters compiled into a single document. Throughout the process the CT will provide draft chapters for review that align with where we are within the planning process. With each review and subsequent approval that specific chapter will be considered substantially complete. It is anticipated that the final administrative review will consist of one round of review. The CT will provide a mechanism for collecting and resolving comments. The outline of the document will consist of the following chapters. Prior to the beginning of document creation the CT will work with the PMT to confirm the final outline.

- 1) Introduction
- 2) Process and Engagement
- 3) Discovery + Analysis
- 4) Master Plan Frameworks
- 5) Core Focus Areas
- 6) Appendix
 - a. Strategies + Implementation
 - b. Immediate Actions

2.5.2 1ST PUBLIC REVIEW DRAFT

Based on administrative review and comment, the CT will prepare a Public Review Draft Plan that will be prepared for discussion and community feedback from the community, stakeholders, and decision-makers. The Public Review Draft Plan and Implementation Plan will be made available on the Plan website. The PMT and CT will collaborate to provide a digital and in-person mechanism to collect public comments on this draft. We anticipate a 30-day public review period.

2.5.3 RECONCILE PUBLIC REVIEW DRAFT

In coordination with the PMT, the CT will log all comments and track resolution of the most relevant comments to be incorporated into a second and/or final draft plan.

TASK 5 DELIVERABLES

- D.33 Administrative Review Draft Area Plan
- D.34 Public Review #1 Draft Area Plan

TASK 5 CITY STAFF RESPONSIBILITIES

- Collaborate on draft plan and implementation plan.

- Contribute to public comment documentation and resolution.
- Review and approve draft and final plan documents.
- Develop a final executive summary.

2.6 Task 6: Plan Adoption (2 months)

Objective: Conduct the approval and adoption process with the Advisory Committee and Planning Board recommendations for approval, followed by LUTI review and City Council adoption.

2.6.1 SECOND PUBLIC REVIEW DRAFT

The PMT, in consultation with the CT, will determine whether a second Public Review Draft is needed for additional public comment. This may be triggered by a high number of comments in conflict with specific policies identified in the plan. Should substantial refinement to the second Public Review Draft be needed, reevaluation of the contract may be necessary to account for additional graphic and textual revisions. Substantial refinement will be defined as changes to framework elements or the addition of new strategies.

2.6.2 FINAL DRAFT

Upon review of final public comments by the CT and PMT, the CT will prepare a final draft plan ready for adoption with the implementation plan as a supporting appendix.

2.6.3 EXECUTIVE SUMMARY

The CT will prepare an executive summary of key plan content and community priorities. The content will be developed and pulled together by the CT. This may include a highly graphic, publicly accessible "handout" distributed as printed materials at future public events and meetings. The PMT may also use the content to create a web-based summary of key plan content using ESRI storymap software that incorporates the vision and principles, key recommendations, and interactive maps.

2.6.4 ADOPTION SUPPORT

The CT will provide support, as necessary, through the adoption process such as providing additional expertise and analysis as questions arise and make changes to maps/graphics, as needed. This includes the CT attending and/or presentation at up to two Planning Commission meetings and two City Council meetings.

2.6.5 PROJECT CLOSEOUT

Provide plan process materials in appropriate format, including but not limited to maps, graphics, illustrations, drawings, photographs, reports, raw data. Any maps that will be used by the city to track progress of plans will be created and exported in GIS format to be spatially referenced. The city will be responsible for updating Blueprint maps and for providing updates to any other planning documents.

TASK 6 DELIVERABLES

- Public Review #2 Draft Area Plan (as needed)
- Final Adoption Draft Area Plan
 - PDF and Packaged InDesign
- Assist with staff presentations, including the creation of graphics and slides, to the Planning Board and City Council.
- Key consultant team members attend Planning Board and City Council meetings.

- Provide plan materials for project closeout, including all raw files – SketchUp, Illustrator, GIS, InDesign, etc.

TASK 6 CITY/DDP STAFF RESPONSIBILITIES

- Produce all staff reports needed for approval and adoption.
- Schedule All Approval Meetings
- After 1st Round of Approval, The City is responsible of tracking and coordinating comments steaming from that approval process.
- Produce presentation materials and deliver to the Denver Planning Board, Denver City Council, and other stakeholder executive bodies as desired.

EXHIBIT B

	Total Fee
Scope Items	\$1,000,000
Task 1: Project Management	\$ 49,000.00
2.1.1 Scope Priorities, Draft Guiding Principles, and Project Schedule	\$ 7,000
2.1.2 Kickoff Workshop	\$ 5,000
2.1.3 Project Management Plan	\$ 8,000
2.1.4 Project Management Meetings	\$ 15,000
2.1.5 Monthly Invoice and Progress Reports	\$ 2,000
2.1.6 Draft Plan Format	\$ 10,000
2.1.7 ADA Electronic Accesibility	\$ 2,000
Task 2: Community Engagement and Public Communications	\$ 250,000.00
2.2.1 Community Outreach Plan Refinement	\$ 7,500
2.2.2 Language Access Plan	\$ 10,000
2.2.3 Engagement Tracking and Focused Outreach	\$ 11,000
2.2.4 Stakeholder Focus Groups	\$ 31,000
2.2.5 Public Meetings and Workshops	\$ 36,500
2.2.6 Executive and Community Advisory Committee	\$ 9,500
2.2.7 Ongoing Stakeholder Engagement	\$ 10,000
2.2.8 Equity Based Engagement Strateiges	\$ 45,000
2.2.9 Professional Facilitation Services	\$ 2,000
2.2.10 Surveys and Online Engagement	\$ 5,000
2.2.10 Community Engagement Windows	\$ 53,000
<i>Public Open Houses</i>	\$ -
<i>Pop-Up Conversations</i>	\$ -
<i>Online Open House</i>	\$ -
<i>Focus Group Meetings</i>	\$ -
<i>Steering Commitee Meetings</i>	\$ -
<i>Topic-Specific Interviews</i>	\$ 19,500
2.2.12 Project Messaging and Branding	\$ 10,000
Task 3 Discovery and Draft Concepts	\$ 183,500.00
2.3.1 Field Visits	\$ 8,000
2.3.2 Baseline Data/ Studies, Community Input, and Mapping	\$ 23,000
2.3.3 Existing Plan Audit	\$ 27,000
2.3.4 Prioritization and Alignment Workshop	\$ 15,000
2.3.5 Prepare Baseline Equity Study	\$ 7,500
2.3.6 Gaps Identification and Analysis, Memo of Further Study	\$ 18,000
2.3.7 Draft Concepts	\$ 55,000
2.3.8 Plan Analysis	\$ 30,000
Task 4 Preferred Concept and Strategy Development	\$ 376,000.00
2.4.1 Prepare Preferred Plan	\$ 75,000
2.4.2 Preferred Plan Equity Impacts Analysis	\$ 30,000
2.4.3 Strategies Development	\$ 148,500
2.4.4 Draft Implementation Framework	\$ 52,000
2.4.5 Implementation Workshop	\$ 9,500
2.4.6 Immediate Action Items	\$ 15,000
2.4.7 Focus Areas	\$ 46,000
Task 5 Draft Area Plan	\$ 60,000.00
2.5.1 Draft Area Plan Administrative Review	\$ 40,000
2.5.2 First Public Review Draft	\$ 10,000
2.5.3 Reconcile Public Review Draft	\$ 10,000
Task 6: Plan Adoption	\$ 20,000.00
2.6.1 Second Public Review Draft	\$ 4,000
2.6.2 Final Draft	\$ 6,000
2.6.3 Executive Summary	\$ 4,000
2.6.4 Adoption Support	\$ 5,000
2.6.5 Project Closeout	\$ 1,000
Contingency	\$ 30,000.00
Reimburseable Expenses	\$ 31,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Everts & Company, LLC 352 Adams Street Abington MA 02351	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Megan Hernon</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (781) 413-4315</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: mhernon@evertsc.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	CONTACT NAME: Megan Hernon		PHONE (A/C, No, Ext): (781) 413-4315	FAX (A/C, No):	E-MAIL ADDRESS: mhernon@evertsc.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** CL2461200878 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SA# 48077.00U
 City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insureds on the general liability and automobile liability policies as required by written contract and in accordance with policy terms and conditions.

CERTIFICATE HOLDER City and County of Denver Community Planning and Development 201 W. Colfax Ave #205 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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