

PROFESSIONAL SERVICES PLANNING AGREEMENT

THIS PROFESSIONAL SERVICES PLANNING AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **HDR ENGINEERING, INC.**, a Nebraska corporation, whose address is 1607 Broadway, Suite 3400, Denver, Colorado 80202 (the “**Consultant**”), jointly “the parties”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Services: The Consultant shall diligently and professionally perform the planning and design services to assist in re-envisioning the downtown Denver transportation system including regional access into downtown, circulation, and end-of-trip facility for people on foot, bikes, transit, and vehicles, and shall perform in accordance with, and produce all the deliverables described in, the Scope of Services attached hereto as **Exhibit A** and the Fees and Rates set forth in the attached hereto as **Exhibit B**, both of which exhibits are incorporated herein by this reference. The Consultant shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Consultant shall conduct the work under the general direction of and in coordination with the Executive Director of the Denver Department of Public Works (the “**Executive Director**” or “**Director**”) or his designee and the employee(s) assigned to manage the work and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Consultant’s work. All records, data, specifications and documentation prepared by the Consultant under this Agreement, when delivered to and accepted by the Director, shall become the property of the City. The Consultant agrees that the Department may review any of the

procedures used by it in doing the work under this Agreement as well as all notes and other documents used in performing the work.

2. **TERM:** The term of the Agreement commences on August 1, 2018 and will expire on December 31, 2020 (the “Term”), unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate written amendment to this Agreement (“**Term**”). Subject to the Director’ prior written authorization, the Consultant shall complete any work in progress as of the expiration date, and the Term of the Agreement will be extended until the work is completed or earlier terminated by the Director; however, the total amount paid to the Consultant shall not exceed the Maximum Contract Amount specified in subsection 3.A below.

3. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$1,499,984.00)**, unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Consultant acknowledges and affirms that it shall perform all the services and provide all deliverables, as specified in this Agreement, within the specified Maximum Contract Amount.

B. **Reimbursable Items:** No reimbursable expenses are permitted under this agreement unless they are specifically listed in **Exhibit B** or pre-approved in writing by the City. The City will not compensate the Consultant for expenses such as postage, local travel, mileage, telephone, parking, letter sized reproductions or messenger service costs incurred in connection with this Agreement. Such costs are included in the hourly rates paid by the City.

C. **Payments:** Monthly payments shall be made to the Consultant in accordance with the progress of the work as set out in **Exhibit A** and the fees and rates specified in **Exhibit B** as limited by the Maximum Contract Amount. Monthly invoices submitted by the Consultant to the Department must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses which are reimbursable, and must be approved by the Director in writing in order to be eligible for

compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

D. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. Amendment: The Consultant acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Consultant beyond the work described in **Exhibit A**, and that any further phase of work performed by Consultant beyond that specifically described or without an amendment to this Agreement is performed at Consultant's risk and without authorization under this Agreement.

4. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon 10 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, kickbacks, 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".

5. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Consultant, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. STATUS OF CONSULTANT: The Consultant is an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Consultant nor the Consultant's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the Consultant and the Consultant's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. INSURANCE:

A. General Conditions: The 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. The Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for such time period specified in Section 32 of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of the 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, the 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. The 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: The Consultant shall provide a copy of this Agreement to its insurance agent or broker. The Consultant may not commence services or work relating to the Agreement prior to placement of coverage required under this Agreement. The Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. 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 Professional Liability, the Consultant and subcontractor’s insurer(s) shall include

the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. The Consultant shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The 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. The Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Consultant executes this Agreement.

G. Commercial General Liability: The Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

I. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Consultant's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. DEFENSE & INDEMNIFICATION:

A. To the fullest extent permitted by law, the Consultant 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 related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Consultant's obligation to defend and indemnify may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify City shall relate back to the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

9. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Consultant agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Consultant further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. EXAMINATION OF RECORDS: The Consultant agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Consultant, involving transactions related to this Agreement.

12. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, 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 have 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 unauthorized subcontracting or assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

15. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with

any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

17. 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; and the Consultant shall not hire, or contract for services with, any employee or officer of the City 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 which would result in a conflict of interest under this Agreement. The Consultant represents that the Consultant 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, shall determine the existence of a conflict of interest and may terminate this Agreement if the City determines a conflict exists, after the City has given the Consultant written notice describing the conflict.

1. 18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, or mailed by certified mail, return receipt requested, if to Consultant at the address first above written, and if to the City at:

Executive Director
Department of Public Works
City and County of Denver
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. 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. Day-to-day communications between the Department and representatives of the Consultant may be by email or telephone, as they may agree.

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

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall 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 hereby expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

B. Compliance with Law: The Consultant shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America and the State of Colorado, as well as the Charter, ordinances, rules, regulations, and Executive Orders of the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION:

This Agreement is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance.” Without limiting the general applicability of the foregoing, the Consultant acknowledges its continuing duty, pursuant to Sections 28-72, 28-73, and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the **18%** M/WBE participation commitment, upon which the City approved the award of this Contract to the Consultant and the Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Consultant to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City’s right to prior approval of subcontractors, or substitutes therefore, under this Contract.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Consultant from City facilities and from participating in City operations.

24. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the 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 confidential information may be damaging to the City or third parties. The Consultant agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Consultant shall be held in confidence and used only in the performance of the Consultant's obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent consultant would to protect the Consultant's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents and provided to or made available to the Consultant by the City, or which is not subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, or which is used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the Director, the Consultant agrees that the Consultant shall not disclose, disseminate, transmit,

license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Consultant's obligations under this Agreement. The Consultant further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Consultant any right or license to use such data or information except as provided in this Agreement.

The Consultant agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Consultant or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Consultant agrees, with respect to the proprietary data and confidential information, that: (1) the Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Consultant shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Consultant shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

The Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Consultant to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

(2) **Employees and Subcontractors:** The Consultant shall inform the Consultant's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant shall not disclose proprietary data or

confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Consultant is hereby advised to verify the Consultant’s work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Consultant agrees to contact the City immediately.

B. Consultant’s Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of the Consultant’s proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert the Consultant’s claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant’s intervention to protect and assert the Consultant’s claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

25. 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 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 Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

26. INTELLECTUAL PROPERTY RIGHTS: The Parties intend that all property rights to any and all materials (in hard copy or electronic form), including but not limited to text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, web pages, music, sketches, 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 forms and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such Materials to the City and shall register such Materials in the name of the City and County of Denver unless the Director direct otherwise in writing. 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 copyright, patent, trademark and other intellectual property rights in perpetuity.

27. SOFTWARE PIRACY PROHIBITION: The Consultant shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Consultant hereby covenants and agrees that, for the term of this Agreement and any extensions, the Consultant has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Consultant is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Consultant.

28. NO EMPLOYMENT OF ILLEGAL ALIENS:

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

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

C. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. § 20-90.3.

D. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

29. LEGAL AUTHORITY: The Consultant assures and guarantees that the Consultant possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Consultant, do hereby warrant and guarantee that he/she or they have been fully authorized by the Consultant to execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Consultant or the person(s) signing the Agreement to enter into this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement shall control.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive the Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Consultant's obligations to provide insurance and to indemnify the City shall 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.

33. **INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, to the extent that such assignments are authorized under this Agreement.

34. **CITY EXECUTION OF AGREEMENT:** This Agreement shall not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver and, if required by Charter, approved by City Council.

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

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



Contract Control Number: PWADM-201841517-00

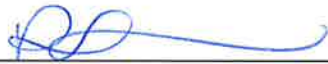
Contractor Name: HDR ENGINEERING, INC.

By: 

Name: KENNETH J. LOWREY JR
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: Rachel Green
(please print)

Title: Office Administrative Specialist
(please print)



Exhibit A
Scope of Work

HDR Scope of Work for Denver Moves: Downtown

Revised April 3, 2018

Summary

HDR will provide the City and County of Denver (City) Department of Public Works professional planning and design services to assist in re-envisioning the downtown Denver transportation system including regional access into downtown, circulation, and end-of-trip facility for people on foot, bikes, transit, and vehicles. The goal for the Denver Moves: Downtown (DMD) study is to create a plan to foster mode shift and provide meaningful placemaking and economic development opportunities. The results of this plan will drive initiatives to deliver a safe, feasible, cohesive, and connected multi-modal system.

The outcome of this effort will be a framework for multi-modal networks through the central business district and Golden Triangle, established cross-sections for each street type, and an implementation strategy with specific prioritized transportation projects for near-term and long-term completion. The DMD study is expected to last 18 months.

Study Area

The DMD planning area is primarily defined by 9th Avenue on the south, Lincoln Street/Glenarm Street on the east, Park Avenue/23rd Avenue on the north, and I-25/Speer Boulevard on the west.

However, recognizing the transportation systems are connected beyond the downtown area, the project may consider a broader study area or influence area for each mode.



Specific Tasks

The following are specific tasks for the DMD study.

1. Project Management (Lead - HDR)

A. Project Work Plan and Schedule

HDR will prepare a Project Work Plan and Schedule that define oversight and administrative tasks required to support overall project needs, coordination of external and internal committees, and materials and technical assistance. The Project Work Plan and Schedule will document project milestones, communication protocols, and regular reporting needs.

B. Kick-Off Meeting

HDR will plan and facilitate a 2-hour kickoff meeting with City staff and at least 1 representative from HDR and at least 3 other subconsultant team members. HDR will review the Project Work Plan and Schedule with the team and document the meeting with meeting notes. HDR will present a strategy for project management, including a bulleted outline of a Project Management Plan that will specify the roles and responsibilities of the consultant and other study participants; identify goals and key objectives; identify specific work tasks and sub-tasks; and provide a schedule and scope of work.

C. Reports/Invoicing

HDR will prepare 18 monthly progress reports and invoices.

For each Technical Memo or Report deliverable provided in the subsequent tasks, the HDR team will provide 1 draft document for the City and other partner agencies to review and provide comment. If necessary, a comment resolution meeting will be held and the HDR team will then revise and submit a final document.

D. Project Coordination

Over the 18-month project timeline, HDR will prepare for and facilitate a series of meetings to facilitate the management of the project. HDR will prepare agendas, materials and notes for the meetings. HDR will maintain and manage an action item list based on discussions at these coordination meetings. The meeting types are as follows:

- Monthly Project Management Team Meetings (up to 18).
 - Anticipated to last up to 2 hours and include City, RTD, DDP and HDR management team. The HDR management team will include the HDR Project Manager and Deputy Project Manager, as well as representatives from Fehr & Peers, GBSM, and other task leads as necessary.
- Monthly Progress Check-in Meetings (up to 18).
 - Anticipated to last up to 1 hour and include the City Project Manager and the HDR Project Managers.
- Monthly internal HDR team meetings (up to 18).
 - Anticipated to last up to 1 hour and include HDR and subconsultant task managers.

- Additional management meetings as necessary (up to 18)
 - Anticipated to last up to 2 hours and include up to 3 HDR team members.
- Executive Leadership Team Meetings (up to 4)
 - Meetings to inform and discuss project information with City Public Works and Community Planning and Development and RTD senior management at key milestones. Anticipated to last up to 2 hours and be supported by up to 3 people from the HDR team.

Task 1 Deliverables (Lead - HDR):

- Project Work Plan and Schedule
- Meeting agendas and meeting notes
- Monthly Invoices and Progress Reports (18 total)

2. Public and Stakeholder Outreach (Lead - GBSM)

GBSM will develop a plan to involve and inform the public and stakeholders throughout the planning process and manage the development and execution of its communications strategies and techniques. Outreach techniques will engage and build consensus with key stakeholders to include those internal to CCD, partnering organizations, and external groups/individuals. GBSM will coordinate with Public Works Communications and 200 for specific support tasks, as indicated.

A. Communications Management

GBSM will plan and facilitate up to 9 1-hour strategy/coordination meetings with PW Communications, City digital team, etc. (up to 9)

B. Communications and Outreach Plan

GBSM will develop a Communications and Outreach Plan that takes into account the large-scale public engagement conducted under prior planning efforts that gathered input on the vision(s) and ideas for the study area and its streets. Tasks will include:

- Review information from previous/concurrent public engagement efforts within the study area.
- Conduct interviews with key influencers to inform the plan and strategy development. (up to 5)
- Develop message platform to guide project communications (assumes 2 meetings to inform/finalize the message).
- Author the Communications and Outreach Plan (assumes 2 meetings to inform/finalize).

C. Content for Website and Other Activities

GBSM will coordinate the design of the website and materials needed for other outreach facilities, as defined in the Communications and Outreach Plan. The publicly accessible website deliverables identified in this Task 2C will be ADA compliant. Tasks will include:

Website Creation and Updates

- GBSM will develop the website structure/site map and baseline website content.
 - PW Communications will be fully responsible direct management and uploading of the baseline website and for developing all content updates and email blasts (6 are assumed)

Stakeholder List

- Consultant has no responsibility for stakeholder list. PW Communications will utilize existing stakeholder list(s) to develop and maintain stakeholder database (compilation and removal of duplicates). (PW Communications)

Video Updates

- Advise, script, and produce three 60-second video updates to correspond with key milestones (possibly visioning, scenario development, and final recommendations). (Scripted by GBSM, produced by 200)

Surveys

- Develop and conduct up to 4 digital-input surveys. Each survey is assumed to be conducted through the City's Maptionnaire account and to have no more than 10 questions.(GBSM)
 - GBSM will analyze and summarize the results of the surveys in Survey Reports (1 for each survey) that will be high-level, predominantly quantitative documents. These reports will not include cross-tabulation of results among different audience segments or a qualitative summary of open-ended input.

Handouts

- Develop, design, and produce up to six (6) handouts in English, assumed to be as follows (GBSM) :
 - Project Overview Fact Sheet.
 - Project FAQs (up to 20 questions total over the course of the project).
 - Handouts for public meetings (2 each for 2 meetings: 4 total).

D. Public Meetings and Smaller Events

GBSM will plan and facilitate 2 large-scale public meetings and 3 smaller-scale stakeholder meetings or outreach events in conjunction with each public meeting (total of 6 small-scale meetings). At least six members of the HDR team will attend the large-scale meetings and at least 2 members of the HDR team will attend the small-scale meetings. Deliverables will include:

- Preparation of draft press release and meeting notification materials.
- Design and produce display materials.
- Design and produce handouts and other materials (sign-in sheet, comment sheet, etc.).
- Summarize each public meeting and smaller-scale meetings or events.

E. Community Task Force Meetings

In coordination with the City, RTD and Downtown Denver Partnership, the HDR team will develop a Community Task Force representing a broad range of community interests and convene them in meetings/discussions up to 5 times throughout the project. Each meeting is assumed to be no more than 2 hours long.

F. Media and Stakeholder Communications

GBSM will develop content for up to five (5) news releases or other project announcements. PW Communications will be responsible for dissemination and follow-up associated with each.

G. Policymaker Coordination (execution handled by City staff)

GBSM will support City staff in communicating with the internal and external stakeholders, as follows:

- Produce project update presentations for City staff to use in meetings with city council, stakeholder groups, etc. (3 total)

H. Technical Memo: Public and Stakeholder Outreach

GBSM will produce a technical memo that summarizes the public and stakeholder outreach conducted for the study.

Task 2 Deliverables (Lead - GBSM):

- Public and Stakeholder Outreach Plan
- Content for project website and other materials
- Surveys and survey reports
- Project handouts
- Media releases and messaging
- Meeting agendas, meeting minutes/summaries, and materials (displays, handouts, presentations)
- Public and Stakeholder Outreach Technical Memo

3. Data Collection (Lead - Fehr & Peers [F&P])

The HDR team will identify applicable and relevant data necessary for analysis. This task includes review of both quantitative and qualitative data sources. The HDR team will coordinate with City to determine availability of data and identify needs/approach for additional data collection. This information will be used to inform the State of the System Report (Task 4) and subsequent work.

A. Identification of Data Needs and Analysis Methodology

The HDR team will identify the data needs for the study and develop a methodology for data analysis.

B. Data Collection

The HDR team will collect the following data:

- Vehicle, bicycle, and pedestrian counts and turning movements (All Traffic Data [ATD])
 - Collect 24-hour counts at intersections for vehicle turning movements, average daily traffic counts on for 4 legs of the intersection, as well as bicycle and pedestrian movements and counts. (25 intersections)
- Transit patterns and ridership (existing and future) (Jarrett Walker Associates [JWA])
 - Meet with RTD model staff to understand existing and future transit patterns. (up to 4 meetings)
- Land use (EPS)
 - Prepare existing Land Use data.
- Existing travel patterns (HDR)
 - Prepare regional Focus model for study use.
 - Hold 1 coordination meeting with DRCOG
- Urban design and pedestrian realm as follows: (LCS)
 - Width of pedestrian zones (back-of-curb to property line)
 - Ground floor uses and café zones
 - Public parks and open space
 - Private parks and plazas
 - Street tree canopy and planting zones
 - Street furnishings (benches, bike racks, etc.)
- Strava data (Toole Design Group [TDG])
- Traffic information from City (F&P)
- Parking from City (F&P)
 - Collect existing curb lane, on-street and off-street parking data from the City. The HDR team will supplement existing City information with field observation to estimate off-street parking, curbside uses, and existing patterns related to shared mobility providers, deliveries, freight, general loading, meter bagging, ADA placard use, and non-compliance.
- For all of the above modes, the HDR team will collect a list of funded or programmed transportation-related projects affecting the study area.

Task 3 Deliverables (Lead - F&P):

- Technical Memo: Data Collection

4. State of the System Report (Analysis and Conditions Assessment) (Lead - HDR)

The HDR team will analyze the data collected in Task 3 to develop a **State of the System** Report that highlights the current state of travel and the transportation system in the study area, including its relationship to the region and core neighborhoods. It will focus on existing conditions and operations for pedestrians, bicyclists, transit users, and motorists. The report will include an analysis of travel movements and a multimodal capacity assessment. Using infographics and maps for easy interpretation of data, the report will include an analysis and documentation of the following issues.

Person-Mobility Tool

F&P will create a tool to quantify person-mobility into, out of, and through the study area that can be later used for the scenario testing and modeling. The tool will be calibrated to actual traffic count or travel survey data.

Origin-Destination Study

F&P will also conduct a vehicular origin-destination study of the study area. The origin-destination study will be used to quantify accessibility metrics for the study area and to understand how well certain origin-destination pairs can be served by walking, bicycling, or transit. Analysis of future travel patterns (HDR)

- Use Focus model to analyze existing and future travel patterns
- Review network coding in study area
- Run existing conditions macromodel
- Work with HDR team to develop 2030 and 2040 background assumptions
- Run 2030 and 2040 macromodel

Curb Space Management

F&P will prepare baseline curb space management information. This will include preparing (or refining) an inventory of existing curb space uses. It is assumed this will include documentation of highly managed curb space based on up to 2 interviews with City Public Works Parking staff.

Transit Operations

JWA will review and document existing transit operations and projects and provide details about the boardings and alightings on the primary transit routes through the study area. They will document adopted and informal policies for downtown transit. JWA will evaluate the study area and citywide transit networks, and contribute observations of what gaps, opportunities or choices exist for the study area transit network.

Bicycle Network Analysis

To assess bicycle comfort and connectivity, TDG will use the People for Bikes Bicycle Network Analysis (BNA). The BNA tool uses a Level of Traffic Stress (LTS) assessment and measures the degree to which people can comfortably bike to destinations. TDG will customize the analysis with the City's street centerline data and other appropriate GIS data.

The result of the analysis will be a BNA score for the existing study area bicycle network.

Pedestrian Mobility and Environment

To assess pedestrian conditions, TDG will perform a GIS-based analysis of pedestrian safety, comfort, signal delay, and WalkSCOPE pedestrian environment rating. TDG will also incorporate a pedestrian LTS assessment of study area streets. TDG will confirm these methodologies via internal team coordination and information gathered from the Denver Moves: Pedestrian and Trails Plan project. Livable Cities Studio (LCS) with ZGF support, will analyze existing conditions for pedestrians, including the width of the pedestrian zone, site furnishings and access points; tree canopy and plantings; both public and private parks, plazas and open space; and ground floor uses/adjacencies to the pedestrian zone throughout the study area. LCS and ZGF will also conduct precedent research on innovative approaches to street design to support placemaking opportunities.

Safety/Crash Analysis

To assess the safety of the study area street network and to align with the City's Vision Zero commitment, TDG will summarize results from the Denver Vision Zero Action Plan crash analysis that pertain to downtown. TDG will perform an all-modes crash data analysis, documenting information specific to the study area.

Multimodal Network

To qualitatively assess the condition of the study area's transportation network, TDG will review and summarize results from the 2017 Denver Vision Zero Map-Based Survey, which received responses about streets in the following categories: speeding; accessibility issue; blocking the crosswalk or bike lane; bus or train issue; crossing issues; failure to yield; visibility issue; red light running; and "great spot."

Land Use and Market Trends

Economic & Planning Systems (EPS) will evaluate the land use and market trends within the study area, linking market pressure to geography and develop a map showing the emerging concentrations of activity. EPS will address both population and employment in its evaluation of the market, building on an existing, extensive data base of both residential and commercial trends. EPS will give particular focus to the edges of downtown, looking at Arapahoe Square, Five Points, and RiNo to the east and Elitch's, Sun Valley, and Invesco Field to the west. While some of these areas fall outside the defined study area, their growth affects transportation patterns in and around downtown. It should be noted that the development trends to the west may be particularly transformative and are in the early stages of land owner commitments and design.

The deliverable will be a user-friendly set of tables and charts linked to a GIS map, showing the degree of change by 5-year time period over a 20-year planning horizon.

Task 4 Deliverables (Lead - HDR):

- State of the System Report with visual materials, infographics, and maps illustrating existing conditions and planned projects

5. Vision Consensus (Lead - HDR)

The HDR team will develop a near- and long-term mobility vision for the study area using existing planning documents and compiling a list of recommended, planned and programmed projects and regulatory recommendations including in the Outdoor Downtown plan.

A. Existing Vision Documentation

The HDR team will review existing plans and documents to compile the visions, proposed projects, and regulatory recommendations previously developed for the following:

- Pedestrians and Bicyclists (TDG)
- Automobiles (F&P)
- Curb Space (F&P)
- Parking (F&P)
- Deliveries/Freight (F&P)
- Urban Realm (LCS/ZGF)
- Development Projects (EPS)
- Open Space/Parks/Shared Space/Water Quality (LCS)

HDR will compile, summarize, and categorize the research conducted by the team regarding prior visions, planned projects in the study area, and regulatory recommendations. This will be documented in a Downtown Mobility Vision Inventory and Values Technical Memo.

B. Transit Vision Development

Unlike the documentation in place for the other modes and spaces noted in Task 5A, there has not been a transit vision for the study area developed recently. Therefore, the HDR team will develop that vision through a series of interviews and workshops. The transit visioning exercise will be coordinated with the Denver Moves: Transit project and RTD to better understand citywide transit integration, including circulation within the study area and to adjacent neighborhoods, regional/local transit operations on surface streets, the Central Rail Extension, and utilization of Civic Center Station and Denver Union Station.

To prepare for the transit visioning, TMD and ZGF will assemble a list of the currently planned improvements for transit operations and projects. They will also review and document the previous Central Rail Extension recommendations.

First Phase

HDR will interview the Transit Visioning Panel (the Panel) members individually (tentatively identified in the list below) to compile their thoughts and experience with successful workshop approaches. This will include development of a list of peer cities to be interviewed, the types and level of data to be collected, confirmation of important stakeholder groups to engage, critical questions to ask, etc.

After these interviews HDR will work with the Agency Team members (tentatively identified below) to confirm an approach to visioning, and then work with the other HDR team members to collect the necessary data, develop a range of scenarios for discussion, and schedule a one -day workshop.

- Transit Visioning Task Lead: Jason Longsdorf
- Transit Visioning Panel: Brian McCarter (ZGF), Rick Pilgrim (HDR), Bob Grandy (F&P), Russ Chisholm (TMD), Tom Brennan (Nelson Nygaard)

- Agency Team Members: Ryan Billings, Lacy Bell, Aylene McCallum

Second Phase

HDR will facilitate a 2-day visioning workshop. Attendees will be at least 1 representative from the Panel (HDR, GBSM, ZGF, JWA, TMD, and F&P). We also expect participation from Nelson Nygaard through their role in Denver Moves: Transit (funded separately by the City). Additional participants will include stakeholders and agency representatives identified by the Panel and the City. The first day, HDR and the Panel will conduct stakeholder interviews. The Panel will meet before and after the interviews to prepare for the interviews and debrief at the end of the day.

The second workshop day, members of the Panel will facilitate breakout sessions for stakeholders and agency representatives. Each group will analyze different scenarios by testing them against criteria that include, but are not limited to:

- Alignment with the Denver Moves: Transit vision and goals
- Near- and long-term implementability
- Study area circulation operations
- Adjacent neighborhood and regional connectivity
- Concerns/goals raised in the stakeholder interviews
- Ease of integration with other study area modes
- Compatibility with other land use, social and economic goals for the study area

The day will conclude with the breakout groups reporting out on their primary concerns and findings about the scenarios. HDR will compile a first draft of the critical issues, areas of common interest, and areas of conflict identified in the breakout sessions.

ZGF will take a lead role in developing mapping/graphics of recommended projects to support the various scenarios as identified in breakout groups.

After the workshop, the HDR team will work with members of the Panel to define up to 3 transit vision(s) for the study area and develop potential goals, objectives and tactics to accomplish each.

The HDR team will work with the City, RTD, and Downtown Denver Partnership to test and analyze the different transit visions and ultimately select a recommended transit vision to present in the Third Phase.

Third Phase

Key members of the Panel will hold a half-day meeting with the Agency Team and key stakeholders to report back on the recommended Transit Vision. They will present a detailed rationale for its development and facilitate open conversation about how it does or does not achieve their individual needs and desires. It will also be shared with the general public via the project website.

Comments and input received from the public, Agency Team and key stakeholders will be used to finalize the Transit Vision and document its integration with a Downtown Mobility Vision that represents all modes and public realm features.

C. Downtown Mobility Vision Report

ZGF will take a lead role in developing a Downtown Mobility Vision Report that details the goals and objectives of that vision with companion maps and graphics.

200 will develop up to 3 photo simulations (on top of a photo of the existing condition) depicting the Downtown Mobility Vision future concepts. These will be incorporated in the report.

Task 5 Deliverables (Lead - ZGF):

- Technical Memo: Downtown Mobility Vision Inventory and Values
- Summary of Transit Visioning Workshop
- Downtown Mobility Vision Report

6. Alternatives Development and Screening (Lead - HDR)

The HDR team will develop screening criteria, then develop and assess a list of individual projects and programs, package alternatives and conduct 2 rounds of alternative refinement and screening to identify a Preferred Alternative.

If a specific project is identified as having consensus support from the Project Management Team during the Alternatives Development process, HDR will work to facilitate that project moving directly to project development and implementation by the appropriate agency.

A. Criteria Development

The HDR team will use the new Downtown Mobility Vision from Task 5 to develop criteria and to guide the development and screening of different study area transportation system alternatives. The criteria provide Measures of Effectiveness (MOE) that evaluate the contribution toward achieving the new Downtown Mobility Vision and performance of individual projects. The criteria will include specific MOEs for:

- Pedestrians and Bicyclists (TDG)
- Automobiles (HDR) Transit (TMD)
- Curb Space (F&P)
- Parking (F&P)
- Deliveries/Freight (HDR)
- Urban Realm (ZGF/LCS)
- Development Projects (EPS)
- Open Space/Parks/Shared Space/Water Quality (LCS)

To help inform the development of the criteria, F&P will prepare a summary of how infrastructure improvements in 5 peer-reviewed cities have influenced mode choice. The peer city data will also be used in the Implementation Strategy (Task 8) to refine the prioritization of projects within the Preferred Alternative.

Criteria will be developed for Level 1 and Level 2 alternatives development to align with an increasing level of detail through the screening process, as follows:

- Project List screening: DMD goals and objectives criteria based on the Downtown Mobility Vision
- Level 1 screening: Qualitative criteria and general quantitative criteria
- Level 2 screening: Detailed quantitative criteria

The rationale behind the criteria development and documentation of the criteria will be documented in the Alternatives Analysis Technical Memo.

B. Assembly and Screening of Comprehensive List of Projects

Prior to developing alternatives, the HDR team will assemble a comprehensive list of projects. For purposes of this scope, the term “project” shall refer to capital project, operational project, program and/or regulatory change that has the potential to benefit downtown mobility. The list of projects will include potential projects recommended by previous planning efforts, those identified in the visioning task (Task 5), and those generated through the public and stakeholder outreach process (Task 2), as well as additional projects provided by the agencies involved or the collective expertise of the HDR team. We will screen each project against the DMD goals and objectives to screen out projects that are not consistent with the Downtown Mobility Vision.

C. Level 1 Alternatives Development

From the list of projects remaining after the goals and objectives screening, the HDR team will develop up to 12 possible alternatives for the study area transportation systems which will include a broad range of projects that are likely to improve mobility. Each alternative will:

- Include the projects that are already funded and programmed for the study area and
- Clarify each study area street’s primary purpose and identify modal priorities that address identified goals for mobility and placemaking.

In addition to the 12 new alternatives, the HDR team will develop a “No Action” Alternative to use as a baseline for comparison that represents only existing conditions plus already funded or programmed projects.

Though the 12 alternatives will have a wide variety of modal choices of automobile, bike and pedestrian travelers, we expect to only have 2-3 contrasting transit networks. A “transit network” will consist of a geographic pattern of transit services, levels of frequency and span for each service, a description of the degrees of separation or priority enjoyed by each, and whether and how they connect with one another. While the rest of the citywide transit network will not be described in these ways, JWA will provide perspective on how study area choices would affect the function of the citywide network.

D. Level 1 Alternatives Screening

The HDR team will perform a qualitative screening of the 12 alternatives to identify how each performs relative to the criteria. Because the Level 1 screening is expected to be largely qualitative, these criteria are not detailed in the scope but will be developed by the HDR team and approved by the Project Management Team prior to application in Level 1. As mentioned previously, the criteria will address at least the modes and considerations identified in Task 6A.

HDR will prepare a summary of the Level 1 screening process and the results. Each of the 12 alternatives will be described using graphics and a narrative that includes relative benefits and conceptual-level costs.

E. Level 2 Alternatives Development

The HDR team will use the results of the Level 1 analysis to repackage recommended projects and regulatory changes into (up to) 3 Level 2 alternatives that met the Downtown Mobility Vision. These alternatives may be pulled directly from Level 1 or they may be a new alternative made up of some of the projects and recommendations from different Level 1 alternatives. The HDR team will document the (up to) 3 alternatives with graphics and a narrative describing key features.

F. Level 2 Detailed Modeling

The HDR team will perform macro- and micro-level modeling analysis of transportation mode performance and relative impacts and opportunities on curb space, parking, urban design, and land use for the (up to) 3 Level 2 alternatives and the No Action Alternative. Because the testing and modeling of the Level 2 alternatives will require much more detail, the processes for those analyses are detailed here.

Traffic Signal Timing (Navjoy)

The HDR team will test the Level 2 and No Action alternatives at select representative locations or corridors through a comprehensive macro- and micro-modeling process that includes alternatives to the study area signal timings and their impacts.

The HDR team will perform further operational testing of the Level 2 and No Action alternatives to understand feasibility for short-term and long-term implementation. They will be micro-modeled at selected representative locations for signal timing and system integration/execution. Micro- and macro-level analysis will be incorporated. This will include a review of opportunities to adjust current signal timing phasing to the system. The HDR team will perform up to 3 macro-model run alternatives to assess major modal and/or regional alternatives.

Deliveries/Freight and Off-Street Parking (HDR)

HDR will evaluate the opportunities for modifications to the network system related to deliveries/freight and off-street parking operations.

Person-Mobility Accessibility Analysis (F&P)

F&P will produce a person-mobility accessibility analysis (using origin-destination data) and curb space management analysis. Many modal-specific performance measures (such as for walking, bicycling, and urban design) are likely to be the same in the No Action alternative as existing conditions; however, we expect additional forecasting and analysis to be necessary in defining the No Action alternative for vehicular mobility, transit and person-mobility. F&P will quantify future person-mobility needs in the No Action alternative using appropriate modeling tools, such as DRCOG's Focus model.

Bicycle and Pedestrian (TDG)

TDG will perform modeling that quantifies the bicycle and pedestrian performance and impacts for each alternative, assessing the proposed bicycle and pedestrian networks in the same manner as performed in Task 4.

Transit Operations (TMD)

TMD will assess the transit system and operations using RTD's transit modeling. This modeling process will include both a high-level understanding of transit ridership and travel times, as well as detailed examination of multimodal network effectiveness. The HDR team will hold up to 3 meetings to coordinate with RTD modeling staff.

Urban Realm

LCS and ZGF will assess and evaluate the urban realm projects and regulatory recommendations for the Level 2 alternatives. The evaluation will include assessing the impacts to development patterns; pedestrian zone widths and opportunity for additional pedestrian amenities; opportunities for additional tree canopy and plantings; parks, plazas and open space network; and ground floor uses/adjacencies to the pedestrian zone throughout the study area. This evaluation will be compared with the baseline conditions of the urban and pedestrian realm identified in Task 4.

Development Projects

EPS will assess impacts and opportunities associated with known and permitted development projects and regulatory recommendations.

G. Level 2 Alternatives Screening

The HDR team will produce a summary of the Level 2 alternatives analysis that documents transportation performance metrics of each network alternative, and provides the rationale for the selection of a Preferred Alternative.

The summary will include (up to) 6 3D vignettes with illustrative sections and/or plans for the (up to) 3 Level 2 alternatives. Vignettes and graphics will depict the character and/or urban design framework of the alternatives. Vignettes and graphics will illustrate the same location in each of the alternatives or different locations.

H. Supplementary Transit Assessment (HDR/ TMD)

In a process paralleling the development and screening of the Level 1 and Level 2 alternatives, the HDR team will develop and test alternatives for the future enhancement, realignment, or repurposing of the transit services near the study area, including the Central Rail Extension and the local route services that currently terminate or travel through the study area. The team will hold up to 6 meetings to coordinate this task with RTD. The results of the assessment will be documented in a Supplementary Transit Report.

I. Alternatives Analysis Technical Memo

HDR will compile the documentation produced during the alternatives analysis process in an Alternatives Analysis Technical Memo.

Task 6 Deliverables (Lead - HDR):

- Technical Memo: Alternatives Analysis
- Technical Memo: Supplementary Transit Report addressing Central Rail Extension and Inner Ring Transit

7. Cross-Sections/Street Design (Lead - HDR)

For the Preferred Alternative, the HDR team will establish multimodal priorities and develop a recommended cross-section for each street type (not necessarily every block of every street) in the study area transportation network. This will include defining street types within the study area, as well as identifying design elements and evaluation criteria to prioritize the various multimodal elements. The HDR team will incorporate innovative approaches to street design that support placemaking opportunities. The HDR team will coordinate meetings with the Blueprint Denver team since they are also working on developing a street typology. The transportation framework will clearly articulate each street type's function within the multimodal transportation hierarchy.

The HDR team will work with the Project Management Team to define the primary space allocation, features, and regulatory needs and prioritize the following for each of the defined street types:

- Pedestrians and bicyclists (TDG)
- Transit (TMD)
- Automobiles and roadway (HDR and F&P)
- Curb Space (HDR and F&P)
- Parking (HDR and F&P)
- Deliveries/Freight (HDR)
- Urban Realm (ZGF)
- Development Projects (EPS)
- Open Space/Parks/Water Quality (LCS)

HDR will compile the information and develop up to 40 cross-sections of street types in the Preferred Alternative. ZGF will develop a master framework map with supporting modal framework maps to detail existing infrastructure and proposed cross-sections.

Task 7 Deliverables (Lead - HDR):

- Study area multimodal street framework/map
- Street cross-sections

8. Implementation Strategy (Lead - HDR)

HDR will develop an implementation strategy that includes the following:

- Project prioritization
 - Criteria for determining prioritization
 - List of prioritized projects
- Cost estimates for the Preferred Alternative
 - High-level cost estimates with current year costs for individual projects and/or project types (i.e., Protected Bike Lane per mile, etc.), including maintenance and operations considerations.

- Strategies for implementation of near-term projects and phasing for long-term, more capital-intensive projects.
- Potential funding sources to implement the Preferred Alternative.
 - EPS will define funding timeline scenarios and will delineate sources and uses of funds. EPS will research relevant sources at the local, state, and federal level and bracket the various options based on the funding viability.
- Policy changes needed to implement the Preferred Alternative. As described in Tasks 6C and 7A, if a recommendation in the State of the System Report or at other points in the process a critical project need or policy change is identified and has consensus support from the Project Management Team and/or the Executive Leadership Team, HDR will work to facilitate that recommendation to the appropriate entity for implementation as needed.

HDR will construct an Excel spreadsheet that contains the projects required to fully implement the Preferred Alternative with current year costs. The spreadsheet will contain project descriptions, costs, and phasing recommendations. It can be easily updated and customized as funding, project characteristics, or costs change.

A. Implementation Strategy Technical Memo

The Implementation Strategy Technical Memo will document the overall strategy, and the criteria and rationale for the recommended project prioritization and timing. It will document the costs to implement the Preferred Alternative, available funding resources, and recommendations for phasing. It also will outline policy changes needed to implement the Preferred Alternative.

Task 8 Deliverables (Lead - HDR):

- Technical Memo: Implementation Strategy

9. Planning Contingency Options (Not included in original fee)

These are examples of potential planning efforts, but the list is not comprehensive. Additional planning efforts may be defined during the process itself. This contingency offers opportunity to move forward with additional planning work relevant to the accomplishment of the Denver Moves: Downtown project.

A. Additional 3D vignettes

B. Participation in additional public or stakeholder meetings

C. 30-second video spot (commercials)

- Short videos, released between the timing of the 60-second videos
- 30-second “TV commercials” to maintain public interest, communicate a finding made since the last video
- Usable in Social Media, on the project website, etc.

D. Additional visualization

- Three (3) key location visualizations to communicate, in more detail, the scenario planning phase and street design/cross-sections
- These additional visualizations fully communicate the future condition/scenario and are more detailed than a photo simulation

E. Geolocated comment Google Map

- A google map of the study area that allows users to place geolocated comments and photos on their areas of interest
- Users are allowed to “vote” on comments/photos placed by other users
- The map would include geolocated drawings/cross-sections of scenarios, as developed by the project team
- The map is available through the project website but developed and maintained by Two Hundred. Authorized users can pull data at any time for periodic reporting and data manipulation.

F. Origin and Destination Map

- A Google-map based tool that allows users to input their origin and destinations
- The map is available through the project website but developed and maintained by Two Hundred. Authorized users can pull data at any time for periodic reporting and data manipulation.

G. Intercept Survey

- Conduct an intercept survey at a select number of downtown intersections to ask questions about existing street conditions and proposed changes, potentially reaching more people and a more diverse audience than would attend a public meeting. TDG recently completed a similar effort for the Denver Vision Zero Action Plan project.

H. Bike/Ped Visioning Charrette

- Conduct a one-day design charrette with appropriate stakeholders focused on visioning the bicycle and pedestrian downtown networks or on Vision Zero implementation downtown. It could explore opportunities to align the City’s Action Plan with the longer-term Denver Moves Downtown recommendations. Consider changes to the most dangerous downtown streets: Colfax Avenue, Speer Boulevard, Broadway, Lincoln Street, and Park Avenue.

I. Segment-level bicycle volume estimates

- Develop segment-level bicycle volume estimates incorporating bike count data, B-Cycle data, and Strava data. TDG staff have successfully piloted this method in San Francisco. The estimates could be used to prioritize bike facilities and develop crash exposure rates.

10. Implementation of Early Action Projects (Not included in original fee)

These are examples of potential implementation efforts, but the list is not comprehensive. Additional implementation efforts may be defined during the process itself. This contingency offers opportunity to advance project development, pilot projects or other implementation work related to the accomplishment of the Denver Moves: Downtown project and its recommendations.

A. Design or development of pilot projects

- Conduct a demonstration project, to be in place for a short period of time such as one day, serving not only as an in-place visioning exercise, but an outdoor public meeting. Ideas include converting a block of underutilized street to a park and/or transforming an intersection into a more multimodal and pedestrian-oriented space.

B. Concept or preliminary design of one key intersection

EXHIBIT B

ATTACHMENT 1

CONSULTANT TEAM MEMBERS

PRIME CONSULTANT: HDR Engineering, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Project Principal	A senior officer of the company; Signature authority; Authority to dedicate resources; Extensive knowledge of engineering practices; Knowledge of vast resources available within HDR	\$225
Senior Project Manager, Level II	Works to develop scopes and budgets; Manages multi-discipline tasks and coordinates between technical disciplines; Provides day-to-day technical management of project; Develops assignments for staff; Coordinates directly with the client project manager on a day-to-day basis; More than 12 years of experience	\$210
Senior Technical Expert	Extensive knowledge of individual transportation disciplines; Internal and/or national expert and presenter on transportation specialty; Oversees mid-level staff and provide technical quality review of their work; 15-30 years of experience	\$200
Senior Project Manager, Level I	Works to develop scopes and budgets; Manages multi-discipline tasks and coordinates between technical disciplines; Provides day-to-day technical management of tasks; Coordinates directly with the client task managers on a day-to-day basis; More than 12 years of experience	\$175
Senior Transportation Planner	Manages individual task orders; Works to develop scopes and budgets; Directs technical work with junior staff and coordinates directly with CCD; 8+ years of experience	\$100
Transportation Planner II	Manages individual task orders; Works to develop scopes and budgets; Directs technical work with junior staff and coordinates directly with CCD; 4-8 years of experience	\$85

Transportation Planner I	Manages individual task orders; Works to develop scopes and budgets; Performs work assigned by mid-level and senior staff; Prepares technical reports, GIS maps, graphics; 0-4 years of experience	\$75
Senior Technician	A senior professional with specific experience in CAD design, mapping, technical graphics, GIS, and computer applications for transportation projects; Works on multi-discipline projects and leading the development of complex plan sets; 10-20 years of experience	\$120
Technician	A professional with specific experience in CAD design, mapping, technical graphics, GIS, and computer applications for transportation projects; 2-10 years of experience	\$100
Transportation Intern	Performs work assigned by mid-level and senior staff; Performs research and data collection; Supports others in the preparation of technical reports, GIS maps, graphics; 0 years of experience	\$65
Design Engineer, Level IV	A registered professional engineer; Fully trained within their respective discipline; Works to develop scopes and budgets; Manages technical resources and tasks; Directs the works of junior and mid-level staff; 15-20 years of experience	\$150
Design Engineer, Level III	A registered professional engineer; Manages technical resources and individual work tasks; Works to develop scopes and budgets; Well trained within their respective discipline; Directs the works of junior and mid-level staff; 10-15 years of experience	\$140
Design Engineer, Level II	A registered professional engineer; Manages individual work tasks; Works to develop scopes and budgets; Well trained within their respective discipline; Directs the works of junior staff; 5-10 years of experience	\$125
Design Engineer, Level I	A recently registered professional engineer; Performs work assigned by mid-level and senior staff; 4-6 years of experience	\$105
EIT	A recent college graduate; Performs work assigned by licensed mid-level and senior staff; 1-3 years of experience	\$95

Project Controller	Project support personnel who provides support for invoicing, accounts payable/receivable, project controls, budgeting and scheduling	\$80
Public Involvement Specialist	A professional with specific experience in agency and stakeholder outreach including public meetings and communications materials.	\$120
Project Administration, Level II	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communications; Develops project controls and leads internal project set up and review meetings; 8-15 years of experience	\$85
Project Administration, Level I	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communications; 0-8 years of experience	\$70

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.9.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

PRIME CONSULTANT: HDR Engineering, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.45/ each
Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

SUB-CONSULTANT

TEAM MEMBERS

SUBCONSULTANT: ZGF Architects LLP.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Partner	Contractually responsible and ensures the quality of performance of the ZGF team. Bears overall responsibility for ZGF's scope.	\$275/325
Principal / Urban Design-7	Leads projects and has firm-wide responsibilities as a Principal Urban Designer / Project Manager on large-scale projects. Demonstrates creativity, and foresight in planning and design judgment when anticipating and solving unprecedented project complexities, determines program objectives and requirements, organizes programs and projects, develops standards and guides. Provides project leadership, strategic thinking, collaborative approaches in contributing to project success.	\$210
Urban Design-5	Applies knowledge of Planning, Urban Design, or Landscape Architecture practices to a broad array of assignments, supports and collaborates with the Principal Urban Designer / Project Manager; may serve as a primary planner, designer or technical leader on medium- to large-scale projects or as a supporting senior team member on major projects. Supervision and guidance concerns overall objectives, critical issues, new concepts, and policy matters.	\$165
Urban Design-3	A developmental and supportive position under the direction of senior staff; may support the Project Urban Designer / Project Manager on projects or may fill aspects of those roles on a small project based on knowledge, experience and ability. Independently evaluates, selects, and applies standard planning, design, and technical procedures, and criteria using judgment for minor adaptations and modifications.	\$110

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

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REIMBURSABLE EXPENSES

SUBCONSULTANT: ZGF Architects LLP

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SUB-CONSULTANT

TEAM MEMBERS

PRIME CONSULTANT: Fehr & Peers

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Principal	Project oversight, report review, QA/QC of technical analysis and deliverables	\$275
Senior Associate	Project/task management, report preparation, QA/QC of technical analysis and deliverables	\$185
Associate	Project management, report preparation, analysis and deliverable preparation	\$155
Senior Transportation Planner or Engineer	Project management, technical memorandum preparation, analysis and deliverable preparation	\$135
Transportation Planner or Engineer	Data collection, analysis and deliverable preparation	\$130
Senior Technician	Analysis, CAD, design preparation, design review	\$145
Technician	Data collection, analysis and CAD	\$120
Senior Administrative Assistant	Subconsultant/vendor management, project setup, project accounting	\$130
Administrative Assistant	Project setup, project accounting	\$105
Intern	Data collection and analysis	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: Varies

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REIMBURSABLE EXPENSES

SUBCONSULTANT: Fehr & Peers

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Actual Costs

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Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

SUB-CONSULTANT

TEAM MEMBERS

SUBCONSULTANT: Livable Cities Studio, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

Title/Classification	Responsibilities	Rate/Hr.
Principal 1	A senior office of the company; Lead project and development of content. Extensive knowledge of design practices.	\$ 200
Principal 2	A senior office of the company; Lead project and development of content. Extensive knowledge of design practices	\$ 175
Principal 3	A senior office of the company; Lead project and development of content. Lead project and development of content, complex project management	\$ 150
Project Designer 1	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	\$130
Project Designer 2	Project management. Development of content. Limited design production	\$115
Project Designer 3	Some project management and high level design production and technical design resolution.	\$100
Project Designer 4	Design production. Research and design production.	\$90
Project Designer 5	Performs design production work directed by mid and senior level staff	\$75
Project Designer 6	Recent design graduate. Focus on design production and/or administrative help	\$60

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.0_____.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUBCONSULTANT: Livable Cities Studio, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

SUB-CONSULTANT

TEAM MEMBERS

PRIME CONSULTANT: GBSM

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Public Involvement Lead	A senior advisor with deep experience in government, agency and stakeholder involvement including one-on-one outreach, public meetings and communications materials.	\$275
Public Involvement Specialist	A professional with specific experience developing and leading strategies for agency and stakeholder outreach including public meetings and communications materials.	\$210
Public Involvement Coordinator	A professional with specific experience in executing agency and stakeholder outreach including public meetings and communications materials.	\$145
Project Administration, Level I	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communications; 0-8 years of experience	\$75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: N/A

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUBCONSULTANT: GBSM, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of public involvement expenses (meeting materials, venue rentals, equipment purchase/rentals, postage, digital engagement services)
2. Actual cost of reproduction of drawings and specifications, requested by the city.
3. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$.45/ each</u>
Copies (8 1/2 x 14")	<u>\$.75/ each</u>
Red-line copies	<u>\$.14/ S.F.</u>
Reproducibles	<u>\$.25/ page</u>

SUB-CONSULTANT

TEAM MEMBERS

SUBCONSULTANT: Economic & Planning Systems

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Principal-in-Charge (Economist)	A senior officer of the company; Signature authority; Authority to dedicate resources; Extensive knowledge of urban economics, transportation economic benefits, public financing, and implementation/strategic planning. Nationally recognized practice leader and speaker; 25 years of experience.	\$225
Senior Vice President (Economist)	Develops scopes and budgets; Manages multi-discipline tasks and coordinates between technical disciplines; Provides day-to-day technical management of project; Develops assignments for staff; Coordinates directly with the client project manager on a day-to-day basis; Highly experienced in policy, strategy, and technical analysis related to urban economics, real estate development, and transportation economics. 15 years of experience	\$190
Associate Economist	Manages multiple task orders; Works to develop scopes and budgets; Performs work assigned by senior staff; Coordinates with Client project manager as needed; Prepares technical reports, Data analysis; GIS maps, graphics; 4 years of experience.	\$125

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: **1.0 (no multiplier – rates are as shown)**

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUBCONSULTANT: Economic & Planning Systems

(Consultant may copy this page or modify it to conform to the services being offered.)

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1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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Copies (8 1/2 x 11")	<u>\$.45/ each</u>
Copies (8 1/2 x 14")	<u>\$.75/ each</u>
Red-line copies	<u>\$.14/ S.F.</u>
Reproducibles	<u>\$.25/ page</u>

SUBCONSULTANT

TEAM MEMBERS

SUBCONSULTANT: Toole Design Group, LLC

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

Title/Classification	Responsibilities	Rate/Hr.
Senior Engineer	Responsible for overall quality control; leads preparation of design efforts and provides direction to junior staff and interface with clients.	189.00
Senior Planner	Prepares analysis reports, develops preliminary improvement recommendations, leads data gathering and GIS mapping efforts, supports engineering efforts and oversees public involvement material development.	165.00
Planner	Supports the development of reports, conducts data entry and analysis, prepares graphics for public or technical presentations, supports clients and public meetings, performs fieldwork and onsite data gathering activities.	90.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.15

REIMBURSABLE EXPENSES

SUBCONSULTANT: Toole Design Group

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

The Consultant will be required to submit a complete list of pricing reimbursable items.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.45/ each
Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

SUB-CONSULTANT

TEAM MEMBERS

SUB CONSULTANT: Jarrett Walker + Associates

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Founding Principal	The CEO and founder of the company; Signature authority; Authority to dedicate resources; Extensive knowledge of transit planning practice. 20+ years experience	\$278
Principal	Works to develop scopes and budgets; Manages multi-discipline tasks and coordinates between technical disciplines; Provides day-to-day technical management of project; Develops assignments for staff, communicates with HDR as needed. 5+ years experience.	\$142
Senior Associate 2	Manages individual task orders; Directs technical work with junior staff and coordinates directly with corresponding client staff; 3+ years experience.	\$103
Senior Associate 1	Manages individual task orders; Works to develop scopes and budgets; Performs work assigned by mid-level and senior staff; Prepares technical reports, GIS maps, graphics; 2+ years of experience	\$95
Technician	A professional with specific experience in mapping, technical graphics, GIS, and computer applications for transit projects. GIS and analysis training, Masters degree or 2 years experience.	\$87
Clerical, Production, Billing	Administrative support personnel who provides support for project manager, including billing and tracking. Can also include clerical and document production staff.	\$58

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.728.

REIMBURSABLE EXPENSES

Jarrett Walker + Associates

(Consultant may copy this page or modify it to conform to the services being offered.)

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2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

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Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

SUBCONSULTANT

TEAM MEMBERS

SUBCONSULTANT Transportation Management & Design, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Project Principal	A senior officer of the company; Signature authority; Authority to dedicate resources; Extensive knowledge of engineering practices; Knowledge of vast resources available within HDR	\$202.04
Senior Technical Expert	Extensive knowledge of individual transportation disciplines; Internal and/or national expert and presenter on transportation specialty; Oversees mid-level staff and provide technical quality review of their work; 15-30 years of experience	\$179.85
Senior Project Manager, Level I	Works to develop scopes and budgets; Manages multi-discipline tasks and coordinates between technical disciplines; Provides day-to-day technical management of tasks; Coordinates directly with the client task managers on a day-to-day basis; 8-12 years of experience	\$165.00
Transportation Planner II	Manages individual task orders; Works to develop scopes and budgets; Directs technical work with junior staff and coordinates directly with CCD; 4-8 years of experience	\$121.00
Transportation Planner I	Manages individual task orders; Works to develop scopes and budgets; Performs work assigned by mid-level and senior staff; Prepares technical reports, GIS maps, graphics; 0-4 years of experience	\$96.25
Senior Technician	A senior professional with specific experience in CAD design, mapping, technical graphics, GIS, and computer applications for transportation projects; Works on multi-discipline projects and leading the development of complex plan sets; 10-20 years of experience	\$88.00

Design Engineer, Level IV	A registered professional engineer; Fully trained within their respective discipline; Works to develop scopes and budgets; Manages technical resources and tasks; Directs the works of junior and mid-level staff; 15-20 years of experience	\$128.04
Project Controller	Project support personnel who provides support for invoicing, accounts payable/receivable, project controls, budgeting and scheduling	\$167.75
Project Administration, Level II	Administrative support personnel who provides support for work processing, spreadsheets, graphics, scheduling, budget control and communications; Develops project controls and leads internal project set up and review meetings; 8-15 years of experience	\$68.75

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.75

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUBCONSULTANT: Transportation Management & Design, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	<u>\$.45/ each</u>
Copies (8 1/2 x 14")	<u>\$.75/ each</u>
Red-line copies	<u>\$.14/ S.F.</u>
Reproducibles	<u>\$.25/ page</u>

**SUB-CONSULTANT
TEAM MEMBERS**

SUBCONSULTANT: Two Hundred, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Creative Lead, Web Developer, Video Producer	Works to design and develop web-based and other digital products to support the Public Engagement and consensus-building process.	\$150

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproductions, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUB CONSULTANT: Two Hundred

(Consultant may copy this page or modify it to conform to the services being offered.) The

additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.45/ each
Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

SUB-CONSULTANT

TEAM MEMBERS

SUBCONSULTANT: All Traffic Data Services

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Project Principal	A senior officer of the company; Signature authority; Authority to dedicate resources; Extensive knowledge of engineering practices.	\$75
Project Manager	Extensive knowledge data collection needs and details of data resources required to complete projects. Oversees mid-level staff and provide quality review and for accuracy of data; 15-30 years of experience	\$62.50
Technician	Specific experience in all forms of data collection and equipment uses in all field situations, 2-10 years of experience	\$50

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 1.0.

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUBCONSULTANT: All Traffic Data Services, Inc.

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$.45/ each
Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.

SUB-CONSULTANT

TEAM MEMBERS

SUB CONSULTANT: Navjoy

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate.

LABOR CATEGORY	RESPONSIBILITIES	HOURLY BILLING RATE
Project Principal	A senior officer of the company; Signature authority; Authority to dedicate resources; Extensive knowledge of engineering practices; Knowledge of vast resources available within HDR	\$175
Senior Technical Expert	Extensive knowledge of individual transportation disciplines; Internal and/or national expert and presenter on transportation specialty; Oversees mid-level staff and provide technical quality review of their work; 15-30 years of experience	\$130

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.0

The City will not compensate the Consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction and travel costs, if requested by the City, shall be reimbursed at actual cost if approved in advance by Project Manager. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as end-of-phase reports, drawings, bid documents, record drawing reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

REIMBURSABLE EXPENSES

SUB CONSULTANT: Navjoy

(Consultant may copy this page or modify it to conform to the services being offered.)

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of reproduction of drawings and specifications, requested by the city.
2. Travel cost for sub consultants not local to the project. Travel shall be pre-approved by the City PM.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
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Copies (8 1/2 x 14")	\$.75/ each
Red-line copies	\$.14/ S.F.
Reproducibles	\$.25/ page

Denver Moves Downtown		Fee Estimate										
Personnel Classification	Contract Manager	Sr Project Manager II	Sr Technical Advisor	Sr. Project Professional I	Sr. Project Professional I	Planner II	Planner I	Designer II	Project Coordinator	Project Controller I	Cost	
Tasks	Category Rates	\$238.00	\$220.00	\$235.00	\$158.00	\$158.00	\$112.00	\$94.00	\$118.00	\$78.00	\$90.00	
Task 1	Project Management	150	20	20	140	20	135	24	24	40	80	\$ 100,608.00
	Project Work Plan and Schedule											
	Kick-Off Meeting											
	Reports/Invoicing											
	Project Coordination											
Task 2	Public and Stakeholder Outreach	45	0	0	48	0	48	50	0	0	0	\$ 28,370.00
	Communications Management											
	Communications and Outreach Plan											
	Content for Website and Other Activities											
	Public Meetings											
	Community Task Force Meetings											
	Media Relations											
	Policymaker Coordination											
	Technical Memo: Public and Stakeholder Outreach											
Task 3	Data Collection	16	0	12	45	45	0	32	0	0	0	\$ 23,856.00
	Identification of Data Needs and Analysis Methodology											
	Data Collection											
Task 4	State of the System Report	38	15	15	48	20	70	70	0	0	0	\$ 41,033.00
	Person-Mobility Tool											
	Curb Space Management											
	Transit Operations											
	Bicycle Network Analysis											
	Pedestrian Mobility and Environment											
	Multimodal Network											
	Land Use and Market Trends											
Task 5	Vision Consensus	75	12	12	40	0	120	0	0	0	0	\$ 43,070.00
	Existing Vision Documentation											
	Transit Vision Development											
	Downtown Mobility Vision Report											
Task 6	Alternatives Development and Screening	140	80	80	240	110	160	170	100	0	0	\$ 170,720.00
	Criteria Development											
	Assembly and Screening of Comprehensive List of Projects											
	Level 1 Alternatives Development											
	Level 1 Alternatives Screening											
	Level 2 Detailed Modeling											
	Level 2 Alternatives Screening											
	Supplementary Transit Assessment											
	Alternatives Analysis Technical Memo											
Task 7	Cross-Sections/Street Design	40	70	0	40	0	50	0	260	0	0	\$ 67,520.00
	Pedestrian and bicyclists											
	Transit											
	Automobiles and roadway											
	Curb space											
	Parking											
	Deliveries/freight											
	Urban realm											
	Development projects											
	Open space/parks/shared space/water quality											
Task 8	Implementation Strategy	38	20	20	40	22	22	46	65	0	0	\$ 42,398.00
	Implementation Strategy Technical Memo											
Task 9	Planning Contingency Options	0	0	0	0	0	0	0	0	0	0	\$ -
	TBD											
Task 10	Implementation of Early Action Projects	0	0	0	0	0	0	0	0	0	0	\$ -
	TBD											
HDR Labor Total		542	217	159	641	217	605	392	449	40	80	\$ 517,575.00
Other Direct Costs												
	Total Other Direct Costs											\$ 4,000.00
	Sub consultants											\$ 39,993.00
	Miscellaneous (printing, travel)											\$ 44,912.50
	Two Hundred, Inc.											\$ 39,990.00
	All Traffic Data Services											\$ 215,000.00
	Economic & Planning Systems											\$ 215,590.00
	Fehr & Peers											\$ 38,529.00
	GBSM											\$ 74,980.00
	Jarrett Walker + Associates											\$ 44,800.00
	Livable Cities Studio, Inc.											\$ 78,826.00
	Navjoy											\$ 84,138.50
	Toole Design Group, LLC.											\$ 101,650.00
	Transportation Management & Design, Inc.											\$ 982,409.00
	ZGF Architects LLP.											\$ -
Subtotal												\$ 982,409.00
HDR Total Fee												\$ 1,499,984.00

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2017

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 Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE: (A/C No Ext): 1-877-945-7378 E-MAIL: ADDRESS: certificates@willis.com	FAX: (A/C No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Liberty Mutual Insurance Company	23043
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W4776859

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	TB2-641-444950-037	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-047	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	TH7-641-444950-067	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-017	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Denver Moves Downtown #4805035

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Attn: Debby Gibson/Ryan Billings, City PM 201 West Colfax Avenue Denver, CO 80202	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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