

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DESIGN WORKSHOP, INC.**, a Colorado corporation, with its principal place of business located at 1390 Lawrence Street, Suite 200, Denver, Colorado 80204 (the “Consultant”), collectively “the parties”.

The parties agree as follows:

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

**2. SERVICES TO BE PERFORMED:**

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

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

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

**3. TERM:** The Agreement will commence on November 1, 2011 and will expire on June 30, 2013 (the “Term”). Subject to the Manager’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

**4. COMPENSATION AND PAYMENT:**

**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$660,000.00. Amounts billed may not exceed the budget set forth in **Exhibit A**.

**b. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the budget in Exhibit A.

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

d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Six Hundred Sixty Thousand Dollars (\$660,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

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

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

6. **TERMINATION**:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) 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 Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter

into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

**7. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

**9. INSURANCE:**

a. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in

force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination 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 stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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.” Additionally, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverage. Consultant certifies that the certificate of insurance attached as Exhibit B, 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, Auto Liability and Excess Liability/Umbrella, Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages, Consultant'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, but excluding professional liability coverage from this requirement. Consultant shall include all such subcontractors 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. 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:** 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. 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 Consultant executes this Agreement.

g. **Commercial General Liability:** 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:** 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. **Professional Liability:** Consultant shall maintain professional liability limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate policy limit.

j. **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) 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

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

#### **10. DEFENSE AND INDEMNIFICATION**

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

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party

sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

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

**12. ASSIGNMENT; SUBCONTRACTING:** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**13. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

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

**16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**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. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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



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

Manager of Community Planning and Development or Designee  
201 West Colfax Avenue, Dept. 205  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

**19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

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

**b.** The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with 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 sub-consultant 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 either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant 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 sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Consultant will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant 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.

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

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

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the 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 variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

**23. COMPLIANCE WITH ALL LAWS:** Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**24. LEGAL AUTHORITY:** Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

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

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

**27. INTELLECTUAL PROPERTY RIGHTS:** The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, 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 form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**28. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance,

rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**29. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant may include a reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials. 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 Manager in advance of the date and time of any presentation at which this Plan is the main topic of the presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

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

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

**33. COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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.

EXHIBIT A SCOPE OF WORK/BUDGET

EXHIBIT B CERTIFICATE OF INSURANCE

**Contract Control Number:**

**Vendor Name:**

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:** CPLAN-201103318-00

**Vendor Name:** DESIGN WORKSHOP INC

By: 

Name: TODD JOHNSON  
(please print)

Title: PRINCIPAL  
(please print)

**ATTEST: [if required]**

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

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

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





# Station Area Planning/General Development Planning Services – Federal/Decatur Station Area/Sun Valley Homes

## 1. PROJECT OVERVIEW

The City and County of Denver (The City), in partnership with the Denver Housing Authority (DHA), is sponsoring a strategic transit-oriented development (TOD) planning process for the Decatur-Federal light rail station area, called the Decatur-Federal Station Area Plan and GDP (the Plan). The federal agencies of Housing and Urban Development (HUD) and Department of Transportation (DOT) are jointly funding this planning effort through 2010 HUD Community Challenge and DOT TIGER II Planning grants.

The Plan process will focus on the one-half mile radius around the Decatur-Federal LRT Station located on RTD's West Corridor in Denver's Sun Valley neighborhood. This neighborhood in particular must overcome numerous barriers to fully take advantage of the West Corridor public transit investment. With much of the planning area having high potential for redevelopment due to underutilization and proximity to the LRT station, there is an opportunity to make transformative investments in the area. The Denver Housing Authority property will be considered in conjunction with the Xcel tank site and the Stadium District parking lots to provide a unique opportunity to evaluate the potential for this large area (80+ acres) as a whole. The Station Area Plan and GDP will serve to provide valuable insight for stakeholders, the public and public agencies, and to attract future investment for underutilized land and a clear Master Plan for DHA's Sun Valley Homes property. With increased understanding of the infrastructure, risks, costs and opportunities associated with this station area, the plan will also serve to create a development vision for the planning area.

## 2. BACKGROUND

The West Corridor, a 12-mile light rail transit corridor between the Denver Union Station in downtown Denver and the Jefferson County Government Center in Golden, is under construction and planned to open spring 2013. The West Corridor serves Denver, Lakewood, the Denver Federal Center, Golden and Jefferson County. Six stations will be located in Denver, including the Auraria West Station at the Auraria Higher Education Center campus and the 10<sup>th</sup> and Osage Station (Central Corridor) located at the South Lincoln Homes Redevelopment site. The planned Decatur-Federal Station with transit plaza will be constructed in the Sun Valley neighborhood as part of the West Corridor project and will be the first bus/rail transit station outside of Downtown on the West Corridor.

Sun Valley is in need of revitalization and currently lacks many needed amenities and services; however, with its proximity to **downtown, S. Platte River, Sports Authority Field at Mile High, and the Auraria Higher Education Campus** (41,000 students), the planning area is ripe for TOD implementation. The area also contains a number of vital

resources that need to be retained and connected, including Fairview Elementary School, Rude Park and Recreation Center, the Platte River Trail, Lakewood Gulch, and the to-be-built Westside Library and Mi Pueblo Grocery Store. Denver Health and Human Services is also a large employer with a new facility in the station area. The area also includes numerous and complicated networks of utilities that will require upgrading.

Over the last ten years, the City and County of Denver has been exploring the relationship between land use and transportation, advocating land use and transportation decisions be made in conjunction. *Blueprint Denver* (2002) encourages and promotes more efficient use of transportation systems, expanded transportation choices, appropriate and mixed land uses, and the revitalization of declining neighborhoods. Carrying forward the goals of *Blueprint*, *Denver's Transit Oriented Development Strategic Plan* (August 2006) provides a guide for prioritizing planning and implementation activities of the City related to TOD. The *TOD Strategic Plan* identifies the Decatur-Federal Station TOD typology as Urban Center with a desired land use mix of office, retail, and residential (multi-family and townhome) at a scale of 3 stories or higher. The TOD typology developed by the City was an attempt to recognize the important differences among places and destinations within regions and then to identify appropriate performance and descriptive benchmarks for these places. The basic station area "place types" as defined by the typology are intended to provide a very general idea of the overall character of and vision for each station area without spelling out too many specific details.

These plans provided the basis for initial station area planning at the Federal Decatur Station.

The DHA has been working collaboratively with the City for the last few years on this station area planning effort. Through this collaboration, the City and DHA jointly procured the services of Crandall & Arambula for the creation of the Decatur-Federal Station Area Plan to help develop a vision with land use, mobility, and economic development recommendations for the entire station area. That contracted work has been completed, resulting in a draft Station Area Plan report for the City and a launching point for the next level of implementation for this area.

The City and DHA now seek to complete the process with the **Decatur-Federal Station Area Plan and GDP** that should yield near-term realistic, market-based TOD results.

Seeking to recognize the previous work of the station area planning process and Denver Public Works (DPW) Federal Boulevard Conceptual Alignment and Interchange Study, the City and DHA will task the selected team to openly test and review those plans. Different from other station area planning efforts engaged by the City, the Decatur-Federal Station Area Planning process did not lead to direct plan adoption but rather serves as an excellent catalyst to raise important questions that need to be answered. Therefore, it is imperative that this effort be prepared to answer the questions from the previous Station Area Planning process and assist in creating a final Station Area Plan for adoption.

The Plan should remain focused on promoting a higher-density, mixed-income, mixed-use, and walkable transit-oriented community. It is then desired to roll the recommendations into a resulting General Development Plan that flows immediately from the finalization of the Station Area Plan. Although not typical, this approach is feasible with DHA, as a developer, at the table as well as the selected team's economic and market analyst and other members that can directly contribute to a thorough, implementable development vision.

Also important is consideration and analysis of how a future reconfiguration of the Federal Boulevard and Colfax Avenue cloverleaf interchange could re-shape the area's access, walkability, and utilization of land. Strong connection to the light rail station, South Platte River, Auraria Campus, and Sports Authority Field at Mile High also needs to be considered.

A General Development Plan is the next step of implementation after adoption of the Station Area Plan. Through a detailed, technical planning process, the GDP will identify needs for utilities improvements, address storm water and urban drainage issues, parks and open space planning, concepts for future street grid/connectivity and overall mobility, general land use concepts and may be supplemented by urban design standards. Denver GDPs are collaborative processes resulting in plan approval by CPD, DPW, and Denver Parks and Recreation (DPR). The intent of the GDP is to establish a workable framework for the development of large or phased projects by anticipating a development program and the necessary infrastructure systems that will support development. Determination of the GDP boundaries will need to be undertaken by the selected team as a primary first step.

**See Rules and Regulations for General Development Plans (2005) at:**  
**<http://denvergov.org/Portals/646/documents/GeneralDevelopmentPlanRules2005.pdf>**

The Denver Zoning Code combined with the Rules and Regulations (2005) outline the procedures for application and approval of a General Development Plan, and the content requirements that must be met prior to approval. Review of the GDP is the principal mechanism for coordinating city agency requirements and approvals. Approval of the GDP constitutes approval of a master plan that will guide all future development within the defined boundaries. However, GDPs are not self-implementing documents. The selected team will assist in outlining future regulatory actions and private and public investment that will be required to bring the preliminary concepts in the GDP forward during subsequent development planning, design and construction.

The selected team will assist in outlining future regulatory actions and private and public investment that will be required to bring the preliminary concepts in the GDP forward during subsequent development planning, design and construction.

### 3. PROJECT STRUCTURE

This planning effort requires consultant support to conduct station area planning, interchange feasibility study, GDP development, and technical land use, market, economic, and infrastructure analysis within the context of an urban transit-oriented community. The consultant will also collaborate with the City to continue the dynamic public involvement process. The City will organize and manage the process to include input and guidance through the following structure:

1. Executive Team: Management from Community Planning and Development and the Denver Housing Authority will provide critical guidance at key intervals throughout the process.
2. Staff Management and Partners Team: A group of staff from Community Planning and Development (project management), Public Works, Parks and Recreations, Office of Economic Development, Environmental Health, the Denver Housing Authority, as well as likely representation from the Metropolitan Football Stadium District, RTD, and the Colorado Department of Transportation will meet regularly to collaborate on this planning effort.
3. Steering Committee with Leadership Team. Working from the Station Area Plan stakeholder list, a group of up to 20 individuals will be formed by the City and DHA to guide the planning process and to represent diverse interests in the station area including community representation, business owners, development, transportation, affordable housing, registered neighborhood organizations, and others.

### 4. PROJECT GOALS AND OBJECTIVES

A market-oriented and implementation-focused approach that considers local context is necessary to successfully complete this project.

A clear, implementable vision for land use, development, entertainment, open space, parks, and infrastructure that will help transform the station area into a livable transit-oriented community.

Working with City and DHA staff, the consultant team will:

- Based on in-depth market and economic analysis, assist in finalizing the Decatur-Federal Station Area Plan with recommendations for land use and the public realm, mobility and infrastructure, economic development, and community health;
- Analyze how a future reconfiguration of the Federal Boulevard/Colfax Avenue cloverleaf interchange *could* re-shape the area's access, walkability, and utilization of land;

- Develop a General Development Plan for the Station Area; and
- Provide a clear strategy for implementation and contribute toward a master plan for Sun Valley Homes as DHA prepares for redevelopment in 4-5 years.

## **TASKS AND DELIVERABLES**

Tasks and Deliverables In this section may not occur in the order listed. The consultant team and City planning team will work together on a work program and schedule to guide the planning process.

### **PHASE 1 – STATION AREA AND MARKET ANALYSIS**

#### **TASK 1.1: STRATEGIC KICKOFF**

The consultant team and City and DHA will review the scope, schedule and budget of the project and set the parameters by which the project will ultimately be judged (Critical Success Factors). A work program will be developed that outlines roles and responsibilities, schedule and patterns of meetings with the planning team and various stakeholder groups.

**Deliverables: Strategic Kickoff Meeting notes including schedule, roles and responsibilities, CSFs.**

#### **TASK 1.2: EXISTING CONDITIONS ANALYSIS**

The City has conducted an analysis of existing conditions for the previous station area planning effort. These should be reviewed and updated as needed with support from staff. This effort will incorporate GIS data, recommendations from the draft station area plan, adopted policies, studies and initiatives that are relevant to the station area, as well as public input. The Consultant will provide data interpretation, and recommendations for analysis and methodologies to build upon other city plans and initiatives that relate to the station area. These include city-wide plans (such as Blueprint Denver and the TOD Strategic Plan) and area-specific plans (such as neighborhood and station area plans) as well as the Draft Federal Boulevard Conceptual Alignment and Interchange Study (September 2009), the Federal Boulevard (5<sup>th</sup> Avenue to Howard Place) Planning Environmental Linkage Study, and the Denver Parks Weir Gulch Master Plan.

The Consultant will specify how team members will assist the City in completing the existing conditions analysis, including the following efforts:

- Review compilations provided by the City of adopted land use plans to consider in area-wide planning analysis of the Decatur-Federal Station Area.
- Collect relevant precedent studies and best practices regarding successful TOD neighborhood revitalizations.

- Conduct analysis of spatial and non-spatial data pertinent market information such as land use and job distribution, existing and planned transportation infrastructure, and other data that inform the future reuse of the area.
- Include key stakeholders and land owner input to explore current conditions, potential private data additions, and other relevant information related to sites around the station.

**Deliverables: Summary of relevant information in existing plans, precedent study results, existing conditions analysis data and maps, meeting summaries.**

### TASK 1.3: HUMAN CAPITAL DEVELOPMENT PLAN

Consultant Team will collaboratively develop a Human Capital Development Plan (HCDP) that addresses the issues facing the community such as health, safety, community amenities, services, education and training. The plan will identify potential partnerships and actions to remedy the human and social barriers that exist today in Sun Valley. Actions and partnerships identified will also be linked to physical planning and programming through the station area plan process. Where possible, identified partners in human capital development will be incorporated into the planning process as key stakeholders.

The HCDP will kick off at the beginning of the station area planning process and will act as a conversation starter with the community. As the Station Area Plan proceeds the HCDP will be revised and expanded to capture potential opportunities for human capital improvements. The HCDP final deliverable will consist of a matrix and corresponding text and will be included as part of the Station Area Plan.

**Deliverable: Human Capital Development Plan with issues/barriers, partnerships and actions that relate to physical planning and programming.**

### TASK 1.4: MARKET STUDY AND DEVELOPMENT FEASIBILITY ANALYSIS

There have been high level market studies done for a number of Denver's FasTracks stations, including Decatur-Federal. These overview reports should be a starting point for a more in-depth and location-based analysis of the potential market demand and development feasibility at the Decatur-Federal Station Area. The consultant will conduct a detailed analysis of the market opportunities for the area as a whole, including DHA's Sun Valley Homes, Xcel property, Stadium district parking lots, and the S. Platte River frontage. The consultant will analyze potential residential, employment, commercial and job creation opportunities in the station area. Property owners, industry experts, the development community and stakeholders should be engaged in the analysis to capture the most accurate information and strategic thinking. The recommendations should include how best to take advantage of the proximity to downtown, river frontage, Lakewood Gulch open space, existing facilities, future Westside Library, proximity to Sports Authority Field at Mile High and the significant employment center – Denver Health and Human Services.

**Deliverable: A Market Study and Economic Strategy with recommendations for the most promising economic development and revitalization strategies for the study area.**

#### TASK 1.5: STAKEHOLDER INPUT AND PUBLIC INVOLVEMENT

The Consultants will support the City in organizing stakeholder and agency invitations, meetings and scheduling. Consultants will support workshop activities and collect and document stakeholder and public input for the purpose of identifying issues and opportunities, and clarifying the vision. Due to the previous amount of public outreach and meetings in this station area, a unique and more personal approach to engagement will likely be needed.

- Develop a public outreach and stakeholder strategy tailored to the study area.
- Steering committee kick-off meeting, and follow-up meetings as required.
- Expand stakeholder involvement and conduct workshops with public agencies (such as public works, parks and recreation, and economic development) and other private and non-profit sector partners (such as local business owners and the development community) to explore issues and opportunities. Support the City in conducting one-on-one meetings with key stakeholders as necessary.
- Co-conduct up to six public meetings over the course of the planning process.
- Attend Planning Board and City Council meetings as appropriate. It is estimated that the consultant team may need to be present for 2 Planning Board and 2 City Council meetings throughout the SAP and GDP processes.

**Deliverables: Deliverables include a Public Outreach and Stakeholder Strategy, meeting summaries, metrics documenting # of people reached, web-based outreach content.**

#### TASK 1.6: BOUNDARY DETERMINATION

Following an existing conditions and market analysis and Phase I public involvement, City staff, DHA and the consultant will determine the appropriate boundaries for the Station Area Plan, and more importantly, the GDP. The GDP boundaries may be tiered with a more limited Focus Area (Primary GDP Boundary) and an expanded Area of Influence (Secondary GDP Boundary). These boundaries may be determined by level of owner interest/participation as well as physical barriers and logical boundaries.

**Deliverables: Updated study area / GDP boundary map**

### PHASE 2. STATION AREA PLAN

#### TASK 2.1: REMAINING QUESTIONS AND METHODOLOGY



Identify questions raised by the prior planning efforts in and around the station. Based on these questions, work with the Staff Management and Partners Team to determine a methodology for addressing each question.

As part of addressing the land use questions, work with the City and DHA to incorporate industry and market expertise to assess the feasibility of commercial, residential, entertainment, and light industrial land uses for the study area. Each land use category should be fully vetted and studied for its marketability and potential. Recommendations should allow for the ability to accommodate changing markets in the future.

**Deliverables: Memo with list of questions raised by prior station area planning efforts, methodology to address each question, and detailed responses to each question.**

## TASK 2.2: FEDERAL BLVD. AND COLFAX AVE. INTERCHANGE FEASIBILITY STUDY

Public Works completed a Draft Conceptual Alignment and Interchange Study in 2009 for the Federal Boulevard and Colfax Ave Interchange focused primarily on mobility issues. The 2009 study included construction cost, but did not incorporate future market and economic impacts of an interchange configuration. The intention of this expanded study is to gain an understanding of the potential economic benefit of interchange configuration compared to the potential cost. This new study should expand beyond traffic, bicycle and pedestrian movement to also consider enhanced redevelopment opportunities, station area planning and connectivity, and economic development benefits. The Interchange Study must be grounded in engineering feasibility as well and set the stage for a formal CDOT 1601 Interchange Feasibility Study.

The first step of this feasibility study will be to review previous conceptual alternatives for the interchange and conduct an analysis that evaluates the potential to enhance safety, access, and mobility for all users, while balancing the city's land use and transportation needs. In addition to the previously analyzed alternatives, the City encourages exploration of new alternatives as well any refinement to previously analyzed concepts.

Potential system enhancements should be identified that include, but are not limited to, the optimal size and layout of street grid connections and block patterns, and multimodal circulation networks. Based on the analysis, the consultant team should recommend the most ideal potential configuration. The analysis should include pros, cons, costs, benefits and detailed comparative evaluation of each alternative.

The outcome of this interchange analysis should be documented and inform the recommendations in the Station Area Plan. The long term land use and build-out scenarios in the plan should accommodate the new interchange vision while allowing development and expansion with the current configuration. Any interchange



reconfiguration would likely be long term (no funding programmed or planned), so plan scenarios must accommodate the current configuration while not precluding potential future reconfiguration.

**Deliverable: Feasibility Study for the interchange that includes analysis and feasibility, including conceptual design, traffic modeling/operations and conceptual cost/benefits estimates. Study includes 2 interchange visualizations. Drainage, water quality, and environmental considerations also need to be included. Traffic, bicycle, and pedestrian movement must be accounted for in each alternative in addition to the potential for future street grid connections and development parcels. The recommendation for the optimal design should include mobility, economic, and livability considerations.**

### TASK 2.3: DRAFT STATION AREA PLAN

Based on the questions raised, answers identified, Federal/Colfax interchange findings, additional multi-modal, land use buildout and economic development analysis, create a Draft Station Area Plan based on an agreed-upon format and outline with the City and DHA. Area plan recommendations should include text and graphics for land use, build-out, open space, urban design, mobility and infrastructure, economic development, parking, and street design, as well as the Human Capital Development Plan. Incorporation of green building and sustainable design principles should also be reflected in the station area plan.

#### TASK 2.3.A: MULTI-MODAL ANALYSIS (Station Area Plan Component)

Conduct a multi-modal mobility analysis of the study area's transportation network. Determine street hierarchy, functions, and street layout with subsequent right of way width requirements to achieve City goals associated with Denver's existing Street Standards, Complete Streets policy and Living Streets Initiative. Include recommendations for bicycle and pedestrian connections considering redevelopment opportunities and the goal of creating a livable, walkable community.

#### TASK 2.3.B: LAND USE AND BUILD OUT SCENARIO (Station Area Plan Component)

Based on the revised station area plan recommendations, develop a land use concept and development build out scenario with density and intensity ranges by square feet and use, units per acre, and building heights; location of shared parking, if any, including plans for maintenance agreements; and existing and/or

proposed zone districts. Land use concept shall also address the open space system and public realm.

#### TASK 2.3.C: ECONOMIC DEVELOPMENT STRATEGIES

Utilize information gained from the Market and Development Feasibility Analysis and public outreach to recommend Economic Development Strategies appropriate for the station area plan.

TASK 2.3.D: IMPLEMENTATION STRATEGIES. Provide a narrative and graphics summary of recommendations for priorities, financing strategies, and implementation techniques for the recommendations in the station area plan, including regulatory and infrastructure considerations and necessary partnerships.

- Consider potential implementation strategies and funding mechanisms for achieving recommendations and present to the stakeholder committee.
- Develop implementation strategies and identify responsible agencies, phasing options, potential funding sources and next steps needed to implement the plan.

**Deliverable: Draft Station Area Plan with written text and graphics, multimodal network plan, build out scenarios, parking locations, open space, economic development strategies, Implementation Plan and Human Capital Development Plan. Draft Plan will be delivered in an editable file format including In-Design, Adobe Illustrator and Adobe Photoshop files.**

**Deliverable: Digital files of all final graphics for City to incorporate into final Station Area Plan.**

#### TASK 2.4: PREPARE PLAN FOR ADOPTION

Deliver final graphics for preparation of the final Station Area Plan. City Staff will be responsible for revisions to the Draft Plan document and minor tweaks to graphics, but the consultant team is responsible for any major changes to graphics for the final Station Area Plan document. Attend 2 planning board and/or city council meetings as needed during plan adoption phase.

### PHASE 3: GENERAL DEVELOPMENT PLAN

#### TASK 3.1 CREATE A GENERAL DEVELOPMENT PLAN

The GDP Process will include: Concept/Pre-Application, Application Preparation, Technical Review/Revisions, and GDP Approval/Recordation. The consultant should expect to attend 2 planning board and/or city council committee meetings as part of the GDP process. Early in the process the consultant and city planning team will determine the necessary components of the GDP, including making a decision on whether or not

design guidelines need to be included as part of the GDP. At a minimum, the GDP will include the following components:

- **Land Use** - Develop preliminary land use alternatives and ranges of square footage and general locational distribution, density ranges and proposed zoning.
- **Transportation** - Include a circulation diagram (auto, bike, pedestrian, and transit), transportation analysis, including modal split, trail connections, and relationship to public amenities and surrounding context. Develop a Transportation Demand Management program if needed.
- **Urban Design** - Develop urban design standards and guidelines as needed. Consider block size and pattern.
- **Open Space** - Create a concept for public and private open space, including guidelines and standards. Include a final concept for the riverfront and S. Platte River Trail green space.
- **Conceptual Design** - Narrow down alternatives to a preferred conceptual design for the identified Primary and Secondary GDP Boundaries.
- **Drainage** - Conduct a Master Drainage Study as needed (see Denver Zoning Code and GDP rules and regulations)
- **Utilities** - Identify major trunk utility connections and preliminary storm water conveyance (see Denver Zoning Code and GDP rules and regulations).
- **Phasing and Implementation** - Estimate sequence and timing for phasing and implementation of the GDP, including cost estimates for infrastructure and funding.

**Deliverable: Pre-Application Submittal, GDP Revisions (up to 3), Final GDP application ready for submittal to the City, including exhibits for public meetings as necessary.**

### TASK 3.2 DEVELOP GDP IMPLEMENTATION STRATEGIES

Provide a narrative and graphics summary of recommendations for priorities, financing strategies, and implementation techniques, including regulatory and infrastructure considerations and necessary partnerships. This may serve as an update to and refinement of Implementation Strategies identified for the Station Area Plan.

- Consider potential implementation strategies and funding mechanisms for achieving recommendations and present to the stakeholder committee.

- Develop implementation strategies and identify responsible agencies, phasing options, potential funding sources and next steps needed to implement the plan.

**Deliverables: Implementation report in pdf and an editable file format (e.g. MS Word, Excel, Power Point or Adobe In-Design) that summarize recommendations for successful implementation, including recommendations for phasing, financing and a rationale discussion of assumptions and constraints.**

## 5. RELEVANT PLANS

Adopted plans, master plans, initiatives or current planning efforts that relate to the South Platte River Corridor (available online at [www.denvergov.org / planning](http://www.denvergov.org/planning)):

- a. Blueprint Denver
- b. TOD Strategic Plan
- c. Denver Zoning Code
- d. West Corridor TOD Partnership
- e. River Vision Implementation Plan (RVIP)
- f. River South Greenway Master Plan (RISO)
- g. River North Greenway Master Plan (RINO)
- h. Gulch Master Plan
- i. River North Plan
- j. River North and Denargo GDP
- k. Auraria West Station Area Plan
- l. La Alma/Lincoln Park Neighborhood Plan
- m. DHA South Lincoln Master Plan
- n. Draft Decatur Station Area Plan
- o. Denargo Market GDP
- p. West Corridor EIS
- q. Valley Highway EIS
- r. Denver Moves
- s. Strategic Parking Plan
- t. Pedestrian Master Plan
- u. Bicycle Master Plan
- v. Strategic Transportation Plan
- w. Parks & Recreation Game Plan
- x. Gulch Master Plan and Weir Gulch design
- y. Draft Conceptual Alignment and Interchange Study, 2009

## **6. BUDGET AND RESOURCES**

Payment for completion of the scope of services shall be a lump sum of six hundred sixty thousand dollars (\$660,000), including direct and indirect costs. This funding comes from the Denver Livability Partnership through a jointly funded HUD Community Challenge and DOT TIGER II planning grant that was awarded to Denver in December 2010.

### **Collaboration**

In order to maximize a fixed grant budget and to successfully complete the tasks outlined in the scope of work, the City and the Denver Housing Authority will provide staff resources and expertise to compliment consultant efforts, as outlined below.

#### **1. GIS Mapping and Data Development**

- a. The City Community Planning and Development Department has created numerous maps for the station area that includes key data sets useful for planning analysis. City Senior GIS Analysts have also conducted an existing conditions analysis for previous planning projects with consultant involvement.
- b. Data collection efforts will be conducted by the City to the extent possible, including collection of existing demographic and parcel information, compiling GIS environmental information on specific locations and collecting data on land use, development character, socioeconomics, and market data for the station area.
- a. City-wide and area-specific land use plans The Consultant will gain familiarity with relevant City planning documents and initiatives. A list of these documents is included in the section entitled “Relevant Plans”.

#### **2. Public Outreach**

- a. The City and DHA planning staff have much expertise and staff resources to put toward public outreach. The consultant team, DHA and the City will work together to determine how to best utilize available resources toward public outreach, including identifying roles and responsibilities when engaging with various sectors of the public (City Council, DHA residents, key property owners).

## Fee Structure

The Consultant's fee for each task is set forth below. The fees will be billed monthly by Phase on a percent complete basis. Fees for each phase below include anticipated expenses.

PHASE 1: STATION AREA AND MARKET ANALYSIS.....	\$170,000
Includes Tasks 1.1 through Task 1.6: Strategic Kickoff, Existing Conditions Analysis, Human Capital Development Plan, Market/Development Feasibility Analysis, Stakeholder Input/Public Involvement and Boundary Determination	
PHASE 2: STATION AREA PLAN.....	\$270,000
Includes Tasks 2.1 through Task 2.4: Remaining Questions and Methodology, Federal/Colfax Interchange Study, Draft Station Area Plan, Prepare Plan for Adoption	
PHASE 3. GENERAL DEVELOPMENT PLAN.....	\$220,000
Includes Tasks 3.1 and 3.2: Create a GDP and GDP Implementation	
<b>TOTAL COMPENSATION</b>	<b>\$660,000</b>





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Van Gilder Insurance Corp.		NAMED INSURED Design Workshop, Inc. 1390 Lawrence St., Suite 200 Denver CO 80204-2048	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation. Limited Contractual Liability is included. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Re: M7168 Decatur & Sun Valley GDP, RFP #6809

Additional Insured: City and County of Denver, its elected and appointed officials, employees and volunteers

Waiver of Subrogation in favor of City and County of Denver



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Policy Number:**

**Endorsement Number:**

**Effective Date:**

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANYONE NOT NAMED IN THE AGREEMENT.

B. THIS PROVISION 3. DOES NOT APPLY IN THE STATES OF PENNSYLVANIA AND UTAH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by \_\_\_\_\_

Authorized Representative

## BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

### e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

## 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

## 4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

## 5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

## 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT - AGGREGATE LIMITS (PER PROJECT)**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

**A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:**

1. The General Aggregate Limit under Section D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".
2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".
5. The provisions of Section D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

**B. Additional Definitions**

The following definition is added to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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