

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES 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 **CAMBRIDGE SYSTEMATICS, INC.**, a Massachusetts Corporation registered to do business in Colorado, whose principal place of business is 101 Station Landing, Suite 410, Medford, Ma 02155 (the “**Consultant**”), which may be individually referred to herein as a “**Party**” or jointly referred to as 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. Oversight: The City's Executive Director of Transportation and Infrastructure ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director hereby designates the City Engineer as the Director’s authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director’s behalf by written notice to the Design Consultant.

B. Scope Of Work: The Consultant shall diligently and professionally perform the on-call planning and design services, on an “as needed” basis for the City and County of Denver to include planning, engineering, and design services to conduct, prepare, and provide the Denver Strategic Transportation Plan (STP or Plan) 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.

C. On-Call Services: When directed by the Manager to perform under this Agreement on a particular project by task order, the Consultant shall prepare a project specific proposal in accordance with the provided scope or description of Work for that project. A separate project specific proposal shall be prepared for each project for which the Consultant’s services are required and shall set forth, at a minimum all of the following:

- (1) A not to exceed maximum fee for the Consultant's services.
 - (2) The surveying, utility locating and testing budget for the project if applicable.
 - (3) The additional services budget, if any, for the Project.
 - (4) The budget for reimbursable expenses if applicable.
 - (5) A description of the project and requested scope of work (the "Work").
 - (6) An agreed upon schedule for the Consultant's performance.
 - (7) For all work Consultant shall include estimated hours and rates per the contract rate schedule and classifications.
- (b) Upon approval by the Manager of a project proposal, the approval and appropriation of funding for such project, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required Work.
- (c) The assigned Work shall be performed in conformance with the approved project specific proposal upon approval of the Proposal.
- (d) The Consultant shall obtain written authorization from the City before proceeding with each assigned project.
- (e) Nothing in this Agreement shall be construed as placing any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City for each assigned project. Further, nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Work or number of projects assigned under this Agreement.
- (f) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2. **TERM:** The term of the Agreement commences on the Effective Date of this Agreement and expires on **NOVEMBER 30, 2023**, 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**"). The Consultant shall complete any task order in progress that was initiated during the term of this Agreement and shall extend until the completion thereof. All terms and conditions of the Agreement shall remain in full force and effect until such completion; 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 **FOUR MILLION DOLLARS (\$4,000,000.00)**, 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. Appropriation: As of the date of this Contract, Zero Dollars (\$0.00) have been appropriated and encumbered for this Contract. The Consultant is hereby notified pursuant to Section 24-91-103.6(7)(a) of the Colorado Revised Statutes that the City intends to encumber funds on a Task Order by Task Order basis. Receipt of a fully executed Task Order is the written notice that funds have been appropriated and encumbered. The issuance of any Task Order or other form or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the Task Order is expressly prohibited. In no event shall the issuance of any Task Order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Consultant has been advised in writing by the Executive Director that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made. It shall be the responsibility of the Consultant to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Consultant's own risk.

C. 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.

D. 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 subject to the maximum task order amount and 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.

E. 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.

F. 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 and Business Auto 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, 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. 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. Cyber Liability: Consultant shall maintain Cyber Liability coverage, *if* Personally Identifiable Information is collected during surveys and outreach, with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of

electronic information, extortion and network security.

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

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.

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 Transportation and Infrastructure
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 their **20% 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 contract, 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.

A. Notwithstanding anything herein to the contrary, this Section shall not apply to Consultant Data Product or Third Party Data, as those terms are defined below. The City agrees that the Consultant's pre-existing materials and underlying methodologies and intellectual property remain the property of the Consultant. Nothing herein shall prevent the Consultant from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under this Agreement to the extent that such services and products do not include confidential information of the City.

B. The City further agrees that any data obtained from third party vendors ("Third Party Data") will be subject to such third party's license terms and conditions, which will contain restrictions and limitations on the use of such data. The license terms of such Third Party Data may prohibit Consultant from sharing the Third Party Data with the City, and the City agrees that the any such prohibitions on the Consultant's sharing of data shall take precedence over any inconsistent or conflicting terms of this Agreement.

C. Additionally, it is possible that the Consultant may make use of data products owned or controlled by Consultant, which include underlying Third Party Data combined with Consultant's processing and analysis of such data (Consultant Data Product). City's use of and rights in such Consultant Data Product will be governed by the terms of a separate Data License Agreement, which would be entered into between the City and the Consultant. Notwithstanding anything in this Agreement to the contrary, the Consultant shall retain its ownership and user rights in the Consultant Data Product, including any enhancements or modifications thereto, whether produced for the City and County of Denver or independently of this Agreement. The City shall receive a license to use the Consultant Data Product in accordance with the Data License Agreement, which shall take precedence over any inconsistent or conflicting terms of this Agreement.

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.

[SIGNATURES TO FOLLOW]

Contract Control Number:
Contractor Name:

DOTI-202056128-00
CAMBRIDGE SYSTEMATICS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202056128-00
CAMBRIDGE SYSTEMATICS, INC.

By: James J. Brogan

Name: James J. Brogan
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF SERVICES

1. Project Management & Coordination

- a) Organize, facilitate, and summarize regular Project Management Team (PMT) meetings. PMT meetings and communications will be held on a recurring schedule as approved by the DOTI project manager for the duration of this effort. Contractor will be responsible for organizing meetings, preparing agendas and meeting materials, and summarizing key actions and follow-up items in the form of meeting notes. Meeting notes will be circulated to the PMT and DOT project manager for the opportunity to comment and provide revisions.
- b) Develop, update, and distribute project updates and briefing information for DOTI leadership and other project partners. Project briefing information will be prepared on a regular basis and consistently communicated in a format and in adherence to a schedule deemed appropriate by the DOTI project manager.
- c) Support ongoing internal and external communication and coordination, including interactions with advisory or technical committees, DOTI Offices and Functional areas, external project partners, or technical staff from DOTI and partner agencies and organizations. Material submission and docketing schedules will be discussed and agreed upon with the DOTI project manager to ensure finalization of materials in accordance with DOTI and partner agency meeting agenda and deliverables submittal deadlines.
- d) Prepare Task Order Project Management Plans (PMP) for each task order. Task Order PMPs will document significant activities to be performed; delineate roles and responsibilities of the contractor, subcontractors, and DOTI; identify specific work items and deliverables; and associate work items with a task order schedule and master milestone schedule. Task Order budget estimates will also be included for DOTI review, approval and contracting purposes.
- e) Develop and implement an ongoing Quality Assurance Program for major draft and final deliverables. This program will include review timelines and procedures, strategies to address issues, and processes to ensure consistent products from contractor and subcontractors.
- f) Implement document production, management, and storage system using cloud based tools to allow access to all documents to all team members. A version control process will be discussed with the DOTI project manager to make sure working papers and draft deliverables are available to all team members for referencing.
- g) Submit regular progress reports and project billing invoices. Progress reports will be prepared on a monthly basis to document key activities performed each period, status of identified deliverables and milestones, ongoing issues and needs, and anticipated activities next period. DOTI project manager, staff and consultant team pending action items will be clearly communicated to identify the need for follow-up communication and coordination needs.

2. Public Involvement & Communications

- a) Develop an internal STP-Denver outreach process guide detailing communications protocols, work flows, charter, team and partner roles, and the process for review, input, and consensus to guide engagement processes.
- b) Develop an overall STP Communications and Engagement Plan (CEP) that identifies key audiences, messages, strategies, tools, and techniques. The CEP will be integrated with the overall project work flow and align input opportunities with key tasks and technical activities. Special emphasis will be given to identification of outreach methodologies that will engage underserved and diverse communities.

- c) Create Public Involvement Plans (PIP) for the overall process: outreach and engagement goals, strategies, metrics and techniques; schedules and milestones; alignment with technical tasks; and, coordination with DOTI public involvement processes and guidelines, including public notice deadlines, coordination protocols, communications format, and social media roles.
- d) Develop strategic communications materials, graphics, data visualizations, and other public-facing graphic content to support project work flow and outreach processes. Deliverables will be created in electronic and hard copy format to the extent feasible, ensuring populations lacking access to computers or technology are aware of project deliverables and processes.
- e) Craft public-facing content for project updates, partner briefings, project website, social media, online input tools, and other communication mechanisms including the use of hard copy materials and printed publications.
- f) Develop suite of online and interactive tools, including social media content, surveys, story boards to gather public input from, and provide informational and educational content to, a broad public audience.
- g) Efforts will be made to “meet people where they are” including in-person public outreach at high traffic public locations including grocery stores, libraries, churches, coffee shops, community centers, etc.
- h) Organize public and partner meetings, including preparation of meeting advertisements, agendas, meeting minutes, and materials and provide facilitation support.
- i) Draft public involvement final summary reports and graphic summaries of public outreach processes, key themes, and input. Public and partner input will be integrated into final documents, materials, and reports.
- j) Manage, collect, and track public and partner feedback and contacts through a consistent set of outreach management tools including but not limited to comment matrices and compilation of key community contacts lists.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

3. Future Transportation Vision & Performance Management

- a) Review existing community, neighborhood, modal, operational, safety, accessibility, climate, and business plans from Denver DOTI (such as the Mobility Action Plan, Climate Action Plan, and Denver Moves plans), and key agency and organization partners in terms of specific goals or common themes that can be utilized to develop a goal framework.
- b) Craft vision and goal framework for the STP based on common goals, objectives, measures and themes, public and partner input and outreach activities, and visioning and listening sessions with DOTI and key stakeholders.
- c) Assess vision and goal framework against several potential economic and travel demand scenarios as agreed upon by the PMT and DOTI project manager to ensure development of an adaptable plan in the face of uncertain future economic and funding realities.
- d) Document STP Vision Element and summary materials, including executive and public-facing documents and visuals to communicate vision and goals. Materials will be developed in electronic and hard copy formats to the extent feasible to ensure messaging reaches the broadest spectrum of audiences possible.
- e) Inventory and document DOTI planning, prioritization, and programming processes in order to determine the internal management and process structure that will drive the development of transportation planning tools.
- f) Identify, assess, and document any past and on-going project programming trends including facilitation of discussions about transportation system performance changes and any potential need

to change investment mixes to enhance performance and deliver a transportation system that serves public needs and desires.

- g) Develop a STP Performance Element that documents a performance management framework that will govern future technical tasks. The Performance Element could include indicators that align with Denver, DOTI, and stakeholder goals and that establishes guidance for short, mid, and long-term strategies, programming, and implementation actions including preliminary discussions about identification of broad CIP subprograms. The performance management framework will be developed in coordination with key technical tasks, including state of the system indicators and prioritization processes. The Performance Element will be updated based on activities in Tasks 4 and 5.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

4A. State of the System: Inventory of Data and Tools

- a) Assess and evaluate available travel data (public or privately-owned), such as traffic count databases, regional transit ridership, bus stop features, bike counts, pedestrian counts, bike lane and sidewalk gaps, safety and crash data, freight, Census and other survey data. This work effort will be applied to all relevant modes and sub-areas of Denver.
- b) Obtain new data including location-based services (LBS) data and traffic counts
- c) Obtain land use assumptions established in Blueprint Denver to inform scenario development.
- d) Develop new or enhance existing modeling tools critical to understanding the state of the system, which will include LBS dashboards to understand current travel patterns and refinement of travel demand models to identify trends.

4B. State of the System: Inventory of Assets, Needs, and Solutions

- a) Review and assess existing asset data collection, maintenance, and management processes.
- b) Incorporate information from existing data related to assets to provide a high-level overview of the state of the system.
- c) Review past and present planning efforts within and outside of DOTI to create an inventory of existing and proposed future projects, as well as identifying key corridors, concepts, and STP needs.
- d) Develop system gaps maps and integrate data into databases for needed curb ramps, bike lanes, sidewalks, bus stop improvements, freight and signalization.

4C. State of the System: Current and Projected Baseline

- a) Develop consistent processes, data, and methods for identifying and evaluating neighborhood, area, and regional needs for use in network scenario testing and program and project evaluation.
- b) Analyze safety data for identification of crash hot spots and areas needing safety improvements.
- c) Analyze LBS data to understand current year travel patterns.
- d) Analyze model data (current year and 2040 forecasts) to quantify modal patterns and projected shifts and trends in demographics, origin-destination flows, and travel by mode.
- e) Draft STP Paths Element as a technical memorandum documenting key travel trends existing and future conditions across the transportation system. Key indicators and information will be produced to be readily integrated into the public-facing STP family of documents and tools, as well as providing detailed information, data, and measures for ongoing data management and workflow processes.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

5. Network Scenario Development & Technical Analysis

- a) Package programs, projects, and policies into scenarios for analysis. The scenarios can include projects and programs identified in previous and current planning efforts (as inventoried in Task 4) and incorporate new elements, such as the impacts of varying land use and demographic projections, emerging technologies, ITS, freight and commercial vehicles, and transportation demand management (TDM) strategies.
- b) Develop a suite of tools to evaluate scenarios. Prepare model or tool inputs for each project or program for evaluation in each scenario (such as coding roadway and transit networks).
- c) Execute models and apply sketch planning tools to analyze scenarios.
- d) Implement QA/QC program to test results for reasonableness and update tools and analyses as needed.
- e) Translate draft model and analysis results into performance metrics.
- f) Develop final scenarios and linked performance metrics that align with the STP performance management framework.
- g) Summarize scenario process, document definitions of network scenarios, analytical processes and methods, results for use as input into the STP Priorities and Paths Elements.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

6. Prioritization of Investments

- a) Refine CIP subprogram definitions and eligible project definitions.
- b) Develop final database of feasible short, mid, and long-range projects by CIP subprogram for use in prioritization based on information and databases developed in Task 4.
- c) Develop collaborative process to identify prioritization criteria for program level and development level prioritization methods based on available tools and processes developed in Task 5. Criteria will be aligned with STP goal areas and performance management framework.
- d) Facilitate discussions with key stakeholders to refine preliminary evaluation criteria with a focus on equity, modal goals, impacts to system performance and project deliverability.
- e) Identify qualitative and quantitative methods to evaluate programs, policies, and strategies against STP vision and objectives. Document data assumptions, processes, and methods in summary technical memoranda.
- f) Develop prioritization models and decision-support tools and gather data to evaluate projects. Models and tools may be spreadsheet-based or online and will be integrated with GIS and other data systems to the extent possible.
- g) Develop project nomination forms for future project nominations including identification of data that will be needed to score projects utilizing evaluation criteria developed as part of the STP.
- h) Develop an annual calendar of key CIP project nomination, prioritization and programming milestones with key owners identified by action item.
- i) Document prioritization processes, methods, and tool needs to support continuing processes. Integrate technical information into management and implementation documentation in Tasks 8 and 9.

- j) Prepare draft and final STP Priorities Element to document evaluated projects and identify tiered listing of priority projects.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

7. Financial Plan

- a) Review and summarize existing sources and Denver processes for funding and financing of capital and operating expenses. Review and summarize work efforts from existing Denver plans (e.g. DOTI and CPD Neighborhood Plans) that identify financing options to aid in the development of potential and innovative financing strategies.
- b) Summarize funding and financing recommendations, identify investment scenarios, and document funding strategies by major program area.
- c) Develop dynamic financial model to test financial feasibility of prioritized projects and programs; consider capital and operating needs across multimodal program areas; balance planned expenditures against cash flow, debt, program apportionments, and other sources; examine alternative revenue scenarios and accounting for uncertainty; and, evaluate debt instruments, financing structures, and grant opportunities.
- d) Develop sketch planning program allocation tool to link program funding levels to performance outcomes to estimate investments needed to meet performance targets.
- e) Prepare STP Funding Element technical memorandum that documents available and potential sources, evaluates feasibility, assesses impacts, and provides recommendations for future action.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

8. Program & Implementation

- a) Compile prioritization outcomes, financing opportunities, and program and project implementation packages into comprehensive STP Programming Element. Program and improvement plan will be developed for the purposes of internal implementation and workflow processes and for external partner reporting and coordination.
- b) Create online outcome tracking and progress reporting dashboard that summarizes program and implementation plans, major strategic initiatives or policies, early concept development, and/or project prioritization results to enable public and partners to readily access information on STP progress and implementation efforts.
- c) Develop data, management, and reporting processes to support regular updates to STP implementation dashboard.
- d) Develop or refine existing procedures and/or workflows to assist DOTI in implementing a unified and streamlined approach to project implementation, including managing data, reporting performance, sharing information, and utilizing and managing tools.
- e) Develop STP Implementation Element to document previous technical memoranda related to data management; planning, prioritization, and programming processes; and analytical methods and tools.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

9. Data Support and Program Tracking

- a) Develop Data Management and Reporting Plans for each task order. These Plans should identify data ownership, business planning considerations, and data specification guides to coordinate ongoing data management and to anticipate future tool integration needs.
- b) Develop Data and Process Implementation Plans for each task order to effectively integrate program management and data considerations within final deliverables or tools to ensure that implementation needs are documented on an ongoing basis.
- c) For each task order, assess existing and potential online platforms and data management packages for each task order to support development of program management and performance reporting data.
- d) Evaluate options and implement, in coordination with existing DOTI tools, online, public-facing versions of the STP, program and implementation plan, and performance goal and project status dashboards.

Additional draft and final deliverables will be further specified within each task order. Deliverables could be prepared in the form of technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

10. Early Implementation and Conceptual Development

- a) Support cost estimation for projects included in short, mid, and long range work programs.
- b) Support development of short-term planning efforts, including but not limited to: local area plans, corridor studies, needs development plans, and other planning level support.
- c) Support program and policy implementation needs, including but not limited to: grant preparation and writing, economic analyses, stakeholder and partner coordination, or other policy development support.
- d) Provide ongoing implementation and concept development support, including but not limited to: project assessments, feasibility studies, conceptual level of design, limited environmental review, right of way assessments, and other project development support.

Additional draft and final deliverables will be further specified within task orders that address implementation. Deliverables could be prepared in the form of independent area plans or studies, technical memoranda, concept papers, presentations, technical reports, functional tools, or databases.

EXHIBIT B

ATTACHMENT 2

CONSULTANT TEAM MEMBERS

Prime Consultant: Cambridge Systematics, Inc.

List ALL potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Oversight, QA/QC	\$345
Senior Planner	Planning Studies	\$256
Planner III	Planning Studies	\$230
Planner II	Planning Studies	\$175
Planner I	Planning Studies	\$145
Jr. Planner	Planning Studies	\$118
Software Engineer	Software Design	\$340
Sr. Programmer	Software Development	\$273
Programmer III	Software Development	\$228
Programmer II	Software Development	\$182
Programmer I	Software Development	\$149
Jr. Programmer	Software Development	\$116
Sr. Modeler	Travel Demand Modeling/Data Analysis	\$319
Modeler III	Travel Demand Modeling/Data Analysis	\$237
Modeler II	Travel Demand Modeling/Data Analysis	\$194
Modeler I	Travel Demand Modeling/Data Analysis	\$169
Jr. Modeler	Travel Demand Modeling/Data Analysis	\$142
Sr. Graphic Designer	Business Graphics	\$177
Graphic Designer	Business Graphics	\$146
Document Specialist	Business Document Production/508 Compliance	\$152
Jr. Document Specialist	Business Document Production	\$102

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.18

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction, 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.

EXHIBIT B

REIMBURSABLE EXPENSES

Prime Consultant: Cambridge Systematics, Inc.

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Postage & Shipping	At Cost
Copies (B&W 8 1/2 x 11")	\$ <u>0.10</u> / page
Copies (B&W 8 1/2 x 14")	\$ <u>0.19</u> / page
Copies (Color 8 1/2 x 11")	\$ <u>0.25</u> / page
Copies (Color 8 1/2 x 14")	\$ <u>0.43</u> / page
Teleconferencing	\$ <u>0.04</u> / minute

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Principal	Public outreach, engagement	\$215.00
Chief Creative Officer	Public outreach, engagement	\$195.00
Senior Counselor	Public outreach, engagement	\$195.00
Sr. Strategic Director	Public outreach, engagement	\$190.00
Counselor II	Public outreach, engagement	\$170.00
Counselor I	Public outreach, engagement	\$141.00
Video Producer	Public outreach, engagement	\$141.00
Account Supervisor	Public outreach, engagement	\$129.00
Creative Art Director	Public outreach, engagement	\$126.00
Senior Associate	Public outreach, engagement	\$121.00
Video Editor/Videographer	Public outreach, engagement	\$115.00
Animator	Public outreach, engagement	\$115.00
Associate Creative Director	Public outreach, engagement	\$115.00
Photographer	Public outreach, engagement	\$100.00
Associate II	Public outreach, engagement	\$99.00
Graphic Designer	Public outreach, engagement	\$95.00
Web Designer	Public outreach, engagement	\$84.00
Associate I	Public outreach, engagement	\$84.00 See next page

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction 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.

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: Communication Infrastructure Group

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Continuation from previous page

Title/Classification	Responsibilities	Rate/Hr.
Administrative	Public outreach, engagement	\$84.00
Specialist	Public outreach, engagement	\$68.00
Account Coordinator	Public outreach, engagement	\$37.00

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 3.

The City will not compensate the consultant for expenses such as postage, mileage, parking, or telephone costs. Reproduction 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.

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Communication Infrastructure Group

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

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

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Connetics Transportation Group, Inc.

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

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

EXHIBIT B

ATTACHMENT 2

SUB-CONSULTANT TEAM MEMBERS

Firm Name: HDR Engineering, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Administrative	Administrative Assistance	\$69
Technician I	Drawing/Figure Development	\$83
Technician II	Drawing/Figure Development	\$93
Technician III	Drawing/Figure Development	\$124
Comm. Coordinator I	Public Outreach	\$78
Comm. Coordinator II	Public Outreach	\$93
Comm. Coordinator III	Public Outreach	\$115
Comm. Coord. Mgr	Public Outreach	\$144
Contract Manager	Contract and Task Order Management	\$244
Designer I	Technical Design	\$97
Designer II	Technical Design	\$126
Designer III	Technical Design	\$145
EIT I	Engineering	\$99
EIT II	Engineering	\$115
EIT III	Engineering	\$128
Environ Specialist I	Environmental Permit/Clearance	\$93
Environ Specialist II	Environmental Permit/Clearance	\$119
Environ Specialist III	Environmental Permit/Clearance	\$149

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.93.

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EXHIBIT B

ATTACHMENT 2

SUB-CONSULTANT TEAM MEMBERS

Firm Name: HDR Engineering, Inc.

List **ALL** potential firm personnel titles/classification that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Intern	Project Assistance	\$60
Planner I	Planning Studies	\$97
Planner II	Planning Studies	\$119
Planner III	Planning Studies	\$143
Junior Planner	Planning Studies	\$87
Principle	Client Management and Assist PM	\$257
Project Controller I	Accounting and Financials	\$93
Project Controller II	Accounting and Financials	\$108
Project Coordinator	Project Delivery Assistance	\$81
Project Engineer I	Engineering and Design	\$137
Project Engineer II	Engineering and Design	\$155
Project Engineer III	Engineering and Design	\$175
Project Engineer IV	Engineering and Design	\$189
Project Manager I	Project Management	\$194
Project Manager II	Project Management	\$207
Project Professional I	Technical Discipline Expert	\$137
Project Professional II	Technical Discipline Expert	\$151
ROW Agent I	Right of Way Delivery	\$95

Multiplier, which when multiplied by the direct labor rate yields the above hourly billing rate: 2.93.

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EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: HDR Engineering, Inc.

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

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Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>0.05</u> / each
Copies (8 1/2 x 14")	\$ <u>0.05</u> / each
Red-line copies	\$ <u>1.00</u> / S.F.
Reproducibles	\$ <u>0.15</u> / page

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: Project Vision 21

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

Item

Copies (8 1/2 x 11")

Copies (8 1/2 x 14")

Reproducibles \$ N/A / page

Red-line copies

Charge Rate

\$ N/A / each

\$ N/A / each

\$ N/A / S.F.

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: UrbanTrans North America

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/transportation costs shall not be reimbursable by the City for Prime Consultants.

Actual Costs

<u>Item</u>	<u>Charge Rate</u>
Copies (8 1/2 x 11")	\$ <u>.50</u> / each
Copies (8 1/2 x 14")	\$ <u>1</u> / each
Red-line copies	\$ <u> </u> / S.F.
Reproducibles \$ <u> </u> / page	

EXHIBIT B

SUB-CONSULTANT TEAM MEMBERS

Firm Name: WSP USA, Inc.

List **ALL** potential firm personnel titles/classifications that may be utilized under the Agreement, and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Program Lead/ DPM	Programming and Performance Planner	\$190.76
Finance Lead/ DPM	Financial/Economist Planner	\$208.06
Asset Management Specialist II	Asset Management and Database	\$320.57
Design Engineer I	Street Lighting Design Guidelines Specialist	\$183.57
Design Engineer II	Bike/Ped Design Engineer	\$195.04
Economist	Economist/Financial Specialist	\$98.66
Engineer II	Roadway Design Guidelines Specialist	\$236.15
Environmental Planner II	Environmental Sustainability Expert	\$211.96
Financial Analyst I	Economist/Financial Specialist	\$131.20
Financial Analyst III	Economist/Financial Specialist	\$310.35
Freight Planner III	Freight Planning	\$337.51
Landscape Architect	Landscape Architecture and Design	\$130.77
Outreach Coordinator	Public/Stakeholder Involvement	\$167.89
Programmer II	Metrics/Dashboarding Engineering	\$275.60
Safety Engineer/Planner I	Safety Engineering and Planning	\$170.22
Safety Engineer/Planner II	Safety Engineering and Planning	\$211.17
Traffic Engineer I	Traffic and Design Engineer	\$191.82
Traffic Engineer II	Traffic and Bridge Engineer	\$233.26

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 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.

EXHIBIT B

REIMBURSABLE EXPENSES

Sub-Consultant: WSP USA, Inc.

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

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Actual Costs

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

EXHIBIT C

DESCRIPTIONS (Continued from Page 1)

in favor of the certificate holder with regard to General Liability, Auto Liability and Workers Compensation as required by written contract or agreement. Notice of cancellation will be provided as per policy provisions.

EXHIBIT C

DESCRIPTIONS (Continued from Page 1)

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