

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL  
TRANSPORTATION DISTRICT AND THE CITY AND COUNTY OF DENVER FOR  
IMPROVEMENTS TO THE FREE METRORIDE SERVICE**

This **INTERGOVERNMENTAL AGREEMENT** (“IGA”), is made and entered into as of the Effective Date between the City and County of Denver, a municipal corporation of the State of Colorado (the “the City”), and the Regional Transportation District, a political subdivision of the State of Colorado (“RTD” or the “District”). RTD and the City may be referred to collectively as the “Parties” or individually as a “Party.”

**RECITALS**

- A. This IGA is executed by the City under the authority of its Charter and C.R.S. § 29-1-201, and by RTD under the authority of C.R.S. § 32-9-119.
- B. Pursuant to C.R.S. § 29-1-203, *et seq.*, the Parties may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C. RTD is authorized under C.R.S. § 32-9-101, *et seq.*, to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of the District.
- D. RTD and the City entered into an agreement titled “Intergovernmental Agreement Between The Regional Transportation District and The City and County of Denver For The Downtown Circulator” dated November 1, 2013 to permit infrastructure for the Downtown Circulator to be placed within the City’s right-of-way. The Downtown Circulator is commonly known as the Free MetroRide.
- E. In order to provide faster service through downtown Denver during heavy traffic periods and to meet the expected increase in demand for downtown circulation caused by the opening of three new rail lines in 2016, RTD and the City desire to evaluate and implement additional improvements to the Free MetroRide service according to the terms and conditions set forth in this IGA.
- F. This IGA provides for RTD’s funding of improvement feasibility analyses and the design, construction, and completion of selected Free MetroRide improvement projects led by the City. The improvement projects contemplated by this IGA are operational improvements that are projected to be implemented in the near term and are not intended to be a part of the City’s long term downtown circulation plans (e.g. DMAP 2.0).

Now, therefore, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this IGA.

2. **Definitions.** Terms defined in the preamble of this IGA have their assigned meanings, and the following terms have the meanings assigned to them:
  - 2.1. “**Final Acceptance**” means the Improvement Project work is complete and substantially complies with the final design and construction plans and specifications agreed upon by both Parties and the Improvement Project work is accepted by the City.
  - 2.2. “**Improvement Project(s)**” means the Free MetroRide improvement projects specifically identified and described in **Exhibit A**, which is attached hereto and hereby made a part of this IGA.
  - 2.3. “**Reimbursable Construction Costs**” means costs incurred by the City to design or construct a selected Improvement Project, but excludes the City staff time or other related expenses.
  - 2.4. “**Substantial Completion**” means the completion of the work so that RTD can occupy or utilize the work for its intended use.
3. **Feasibility Analysis.** The City will conduct a feasibility analysis for each Improvement Project. Cost benefit information justifying the possible expenditure for the Improvement Project will be included by the City in each feasibility analysis. RTD will reimburse the City for the costs to conduct the feasibility analyses. The City will invoice RTD according to the procedures set forth in Paragraph 10 of this IGA.
  - 3.1. **Improvement Projects 1, 2 and 3.** The City will make good faith efforts to complete and deliver the results of the feasibility analyses for Improvement Projects 1, 2, and 3 (see Exhibit A) to RTD no later than twelve months after the date of execution of this IGA by both Parties.
  - 3.2. **Improvement Projects 4 and 5.** The City will complete and deliver the results of the feasibility analyses for Improvement Projects 4 and 5 to RTD no later than eighteen months after the date of execution of this IGA by both Parties. Within a reasonable time after RTD receives the results of the feasibility analyses for Improvement Projects 4 and 5, the Parties will hold a meeting to discuss the results and potential next steps.
4. **Free MetroRide Improvement Projects.** After receiving the results of a feasibility analysis, RTD will evaluate the results of the feasibility analysis with the City and the Parties will mutually determine if that Improvement Project will be selected for implementation. RTD may reject selection of an Improvement Project for implementation if RTD, at its sole discretion, determines that it would not be an appropriate use of RTD funds or benefit the Free MetroRide service. If an Improvement Project is selected by both Parties for implementation, subject to the availability of funding and appropriation, the City will be responsible for the design and construction of that Improvement Project, including but not limited to:

- (i) managing all contracts related to the Improvement Project work;
- (ii) obtaining all necessary authorizations, approvals, permits, and rights to construct the Improvement Project;
- (iii) providing construction management, quality assurance, and quality control of the Improvement Project work; and
- (iv) providing for completion of the Improvement Project work through its contractor(s).

Prior to the start of construction or implementation of an Improvement Project, the Parties will work together to finalize design and construction plans and specifications for that Improvement Project. The City will obtain RTD's written approval of final construction plans and specifications for that Improvement Project and any material change to said plans and specifications before implementing such changes. RTD shall provide written approval or comments on proposed changes within fourteen calendar days of receipt of said proposed changes from the City. Prior to the start of construction or implementation of an Improvement Project, the Parties will work together to determine a Substantial Completion date and Final Acceptance date for that Improvement Project, and document such agreement in writing. The City will make good faith efforts to complete all selected Improvement Projects within three years after the date of execution of this IGA.

## 5. Construction Requirements.

- 5.1. **Cooperation.** RTD and the City will coordinate construction and implementation schedules for the Improvement Projects in order to accommodate and integrate the needs of both Parties and to minimize interference with the operation of the Free MetroRide.
- 5.2. **Start of Work.** For each selected Improvement Project, the City will inform RTD in writing of the start date of construction or implementation not less than 30 calendar days prior to such date.
- 5.3. **Final Acceptance.** The City will inform RTD when construction or implementation of an Improvement Project is complete and ready for Final Acceptance, and RTD may inspect the work. Within fourteen calendar days, RTD will provide to the City written approval of the work or specific details concerning the basis upon which RTD claims any work is not in substantial compliance with the approved construction plans and specifications. Failure of RTD, in accordance with the timeline set forth in this paragraph, to provide written notice of approval of the work or specific details concerning the basis upon which RTD claims any work is not in substantial compliance with the approved construction plans and specifications will result in such work being deemed approved.
- 5.4. **Meetings.** RTD will be notified of all regularly-scheduled, weekly construction meetings at least 24 hours in advance during construction of the Improvement Projects and will have the right to have a Project Representative or his or her designee at all such meetings.

RTD will have the right to have a Project Representative or his or her designee present at all times to ensure conformance of the work to the final construction plans and/or specifications agreed upon by the Parties. RTD will not directly give instruction to the City's contractor, but will coordinate all requests through the City.

**5.5 Access to Records.** RTD's Project Representative(s) will have access to, and will be provided with copies upon request of, all non-privileged design and/or construction correspondence between the City and its contractor related to the Improvement Project work. This correspondence will include and will not be limited to the following: Construction Schedule, Daily Inspection Reports, Materials Testing Reports, Shop Drawings, Requests for Information, Field Clarifications, Change Notices/Orders, Operation & Maintenance Manuals, Permits, Certificates of Occupancy, Electronic As-built Drawings. Items provided to RTD hereunder will be in the same electronic format as may be provided to the City by its consultants and/or contractors.

**5.6 Construction Contracts.** RTD will be designated as a third-party beneficiary on any Improvement Project related construction contracts entered into by the City and will be entitled to enforce all terms and provisions related to the Improvement Project work. RTD will also be named as an additional insured on specific insurance policy coverages required by the construction contract, as available, to the value and extent of the Improvement Project work for casualty purposes, and without such limitation for liability purposes. The City's contractor will furnish to RTD, a certificate indicating that such insurance has been issued. RTD shall be entitled to enforce all warranties related to the Improvement Project work. The City shall obtain warranties for a term of not less than one year from Substantial Completion. The contractor will be required to indemnify RTD to the same extent it indemnifies the City for all work under the construction contract. RTD will have the right to proceed directly against the contractor.

**5.7 General Requirements.** All Improvement Projects will be designed and constructed by the City or its contractor in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Americans with Disabilities Act and implementing regulations.

6. **Re-location of 16<sup>th</sup> Avenue Free MetroRide Bus Stop.** Due to reconstruction of Civic Center Station, the 16<sup>th</sup> Avenue Free MetroRide Bus Stop may be relocated to a new bus only street between Broadway and Lincoln north of Colfax. If RTD determines that the 16<sup>th</sup> Avenue Free MetroRide Bus Stop is to be relocated, then RTD will be responsible for the relocation and all associated costs.

7. **Maintenance of Improvements.** RTD will have no obligation to maintain or provide funding to the City for the maintenance and repair of the Improvement Projects.

8. **Funding for Improvement Project 5.** If Improvement Project 5 is selected for implementation, then the Parties will work together to determine an alternative funding source to pay for costs associated with that Improvement Project. If an alternative funding source is identified and secured for Improvement Project 5, then the Parties will either (i) amend this IGA to reflect such changes as necessary or (ii) execute a separate agreement in



writing detailing the necessary terms and conditions.

9. **Payment of Reimbursement Costs.** RTD will reimburse the City for all Reimbursable Construction Costs. The City will invoice RTD according to the procedures set forth in Paragraph 10 of this IGA. If no Improvement Projects are selected for implementation, then the City will only invoice RTD for the costs to conduct the feasibility analyses. RTD's reimbursement obligations to the City pursuant to this IGA will not exceed \$1,500,000.00 and will terminate upon the first to occur of (i) reimbursement by RTD to the City of \$1,500,000.00 pursuant to this IGA, or (ii) reimbursement by RTD to the City of all amounts required hereunder upon the City's issuance of final payment to all contractors or consultants performing work pertaining to the Improvement Projects.

## 10. Invoicing.

- 10.1. **Feasibility Analysis.** The City will invoice RTD for each feasibility analysis once the analysis is complete and delivered to RTD. RTD will pay the City no later than 30 calendar days after receipt of the invoice.
- 10.2. **Improvement Projects.** The City will invoice RTD separately for each Improvement Project. For example, construction costs for Improvement Project 4 should be separately invoiced from construction costs for Improvement Project 2. The City may invoice RTD either monthly or after Final Acceptance of an Improvement Project. For each invoice, RTD will retain five percent (5%) of the total amount invoiced by the City until such time as Final Acceptance of that Improvement Project by the City. RTD will pay the City the remaining amount (95%) of the invoice no later than 30 calendar days after receipt of the invoice. RTD will pay the City for the retained amounts no later than 30 calendar days after Final Acceptance of that Improvement Project. If RTD disputes any portion of the invoice, then it may withhold payment for the disputed portion while timely remitting payment on the undisputed portion.
- 10.3. **General Requirements.** Invoices submitted to RTD will include: i) what Improvement Project the costs pertain to; ii) a detailed description of the costs requested for reimbursement; iii) the total amount due on the invoice; iv) a separate line item showing the five percent reduction in the total (i.e., the amount to be retained by RTD); and v) if the work was performed by the City's contractor(s) and/or consultant(s), then a copy of the contractor(s) and/or consultant(s) invoice and evidence of payment in full by the City, less retainage required by applicable law.

Invoices will be submitted to:

Regional Transportation District  
Attn: Accounts Payable  
1600 Blake Street DO-M3  
Denver, CO 80202

Or to:

[AP.Department@RTD-Denver.com](mailto:AP.Department@RTD-Denver.com)

11. **Disputes.** Disputes will be initially resolved between the project managers. If the respective project managers are unable to resolve the dispute, then they will document the basis for the dispute, either independently or together, and forward such information to senior management in accordance with the following escalation process: i) RTD Chief Engineer and the City Engineer; ii) RTD Assistant General Manager, Capital Programs and the Executive Director of Public Works; and iii) RTD General Manager and the Mayor's Chief Projects Officer.
12. **Term.** This IGA will take effect and be binding upon the Parties on the date that all parties have executed the Agreement. Except as otherwise provided herein, this Agreement will remain in full force and effect until such time as all obligations hereunder have been fully performed.
13. **Early Termination.** If any Party fails to perform any material obligation hereunder in the manner called for in this IGA or if any Party fails to substantially comply with any material provision of this IGA, the other Party may, after first providing notice and a reasonable period of time (not less than forty-five days) for such non-performing Party to cure any such non-performance or non-compliance, terminate such Parties' executory obligations under this IGA in whole or in part because of such default. Termination will be effected by serving a notice of termination on the defaulting Party stating the basis of such default. The defaulting Party will only be reimbursed for work or services actually performed in accordance with the terms of this IGA, including without limitation the completion of any work in progress at the time of such termination that cannot be suspended without a significant detrimental effect.
14. **Approval by City Council and the RTD Board.** This IGA is expressly subject to, and will not be or become effective or binding upon the City or RTD unless approved by the Denver City Council ("City Council") and executed by all required City signatories, and approved by the RTD General Manager acting under delegation of authority from the RTD Board of Directors ("Board"), respectively.
15. **Appropriations by City Council and the RTD Board.** While implementation of this IGA may imply future financial commitments, any and all implied commitments are subject to approval by the Board or City Council in accordance with each entity's legally required budgeting, authorization, and appropriation process. Any and all obligations of the City and RTD pursuant to this IGA, which require funding, are subject to prior annual appropriations of funds expressly made by the City Council and the Board respectively, for the purposes of this IGA. No penalties will inure to either Party for failure to budget or appropriate funding. Nothing herein will be construed by either Party as a multiple fiscal year obligation, as described by Article X, Section 20 of the Colorado Constitution. 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, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
16. **RTD's Right to Establish Services.** Nothing in this IGA will be construed to limit RTD's

right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101, *et seq.*

**17. Liability of the Parties.**

17.1 Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, the City and RTD will respectively be responsible for any claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of the their respective officers, employees, and agents, in connection with the performance of this IGA.

17.2 Nothing in this IGA will be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

17.3 Paragraph 17 will survive any termination or expiration of this IGA, regardless of the cause.

**18. No Third Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, will be strictly reserved to the Parties, and nothing contained in this IGA will give or allow any such claims or right of action by any third person or other entity. It is the express intention of the Parties that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA will be deemed to be incidental beneficiaries only.

**19. Authority.** Each individual executing this IGA on behalf of RTD or the City warrants and represents that he or she is duly authorized to execute this IGA.

**20. Effective Date.** This IGA will be effective on the last date that either Party executes this IGA.

**21. Conflict of Interest.** RTD and the City each represent that to the best of its information and belief no officer or employee, nor any member of its Board or City Council, of the City or RTD is either directly or indirectly a party to or in any manner interested in this IGA except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee during his or her tenure, or for one year thereafter.

**22. Status of Parties.** The Parties agree that the status of each Party will be that of an independent entity, and it is not intended, nor will it be construed, that one Party or any officer, employee, agent, or contractor of such Party is an employee, officer, or agent of the other Party for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

**23. Amendment.** The Parties agree that this IGA will only be amended or altered by a writing

signed by the Parties executed in the same manner as the original.

24. **Assignment.** No Party will assign or otherwise transfer this IGA or any right or obligation hereunder without prior written consent of the other Party.
25. **Governing Law and Construction.** This IGA will be governed by and construed in accordance with the laws of the State of Colorado, and its provisions will be construed as a whole according to their common meaning and not strictly for or against either party. Venue for any action hereunder will be in Denver District Court, Colorado.
26. **Compliance with Laws.** The Parties will each be responsible for complying with all applicable laws, regulations, and ordinances in their construction of any Improvement Projects or provision of any services or work performed in fulfillment of the Parties' obligations pursuant to this IGA.
27. **Examination of Records.** The Parties agree that any duly authorized representative of RTD or the City will, until the latter of three years after the final payment under this IGA or expiration of applicable statute of limitations, have access to and the right to examine any pertinent books, documents, and records of the other Party involving matters related to this IGA.
28. **Severability.** If any provision of this IGA is illegal or unenforceable, that provision is severed from this IGA and the other provisions remain in force.
29. **Waiver.** The waiver of any breach of term hereof will not be construed as a waiver of any other term, or the same term upon subsequent breach.
30. **Entire Agreement.** This IGA, together with all exhibits attached hereto, embodies the entire agreement between the Parties. The Parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
31. **Headings.** The captions and headings set forth in this IGA are for convenience of reference only and will not be construed so as to define or limit its terms and provisions.
32. **Counterparts.** This IGA may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.
33. **Notice.** Except as otherwise set forth in this IGA, all notices under this IGA which are required or may be given will be in writing and will be deemed to have been duly given if (i) hand delivered; (ii) mailed certified first-class mail, postage prepaid, or (iii) sent by electronic mail transmission. Notice will be delivered or addressed to the Project Representatives as follows:

To RTD:

Lacy Bell  
Manager, Corridor Planning  
Regional Transportation District



1560 Broadway, Suite 700  
Denver, CO 80202  
[lacy.bell@rtd-denver.com](mailto:lacy.bell@rtd-denver.com)  
(303) 299-2341

with a copy to:

General Counsel  
Regional Transportation District  
1600 Blake Street, BLK-23  
Denver, CO 80202

To the City:

Ryan Billings  
Senior Transportation Planner  
Denver Public Works  
201 West Colfax Avenue  
Denver, CO 80202  
[ryan.billings@denvergov.org](mailto:ryan.billings@denvergov.org)  
(720) 865-3130

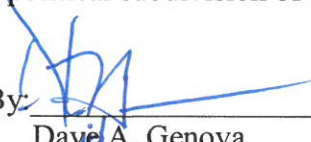
with a copy to:

Denver City Attorney  
1437 Bannock Street, Room 353  
Denver, CO 80202


**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

To evidence the Parties' agreement to this IGA, they have executed and delivered it on the Effective Date.

REGIONAL TRANSPORTATION DISTRICT,  
a political subdivision of the State of Colorado

By:   
\_\_\_\_\_  
Dave A. Genova  
General Manager and CEO

Approved as to legal form by RTD:

By:   
\_\_\_\_\_  
Mindy M. McNair  
Assistant General Counsel II

# Free MetroRide Improvements

## Background

RTD began operating the Free MetroRide on May 9, 2014. The Free MetroRide serves to improve public transportation passenger circulation and distribution in downtown Denver between Union Station and Civic Center Station as shown in Figure 1. The Free MetroRide currently operates during the AM and PM peak periods on weekdays. When ridership warrants and funding is available, Free MetroRide operations will expand to include non-peak periods and weekends.

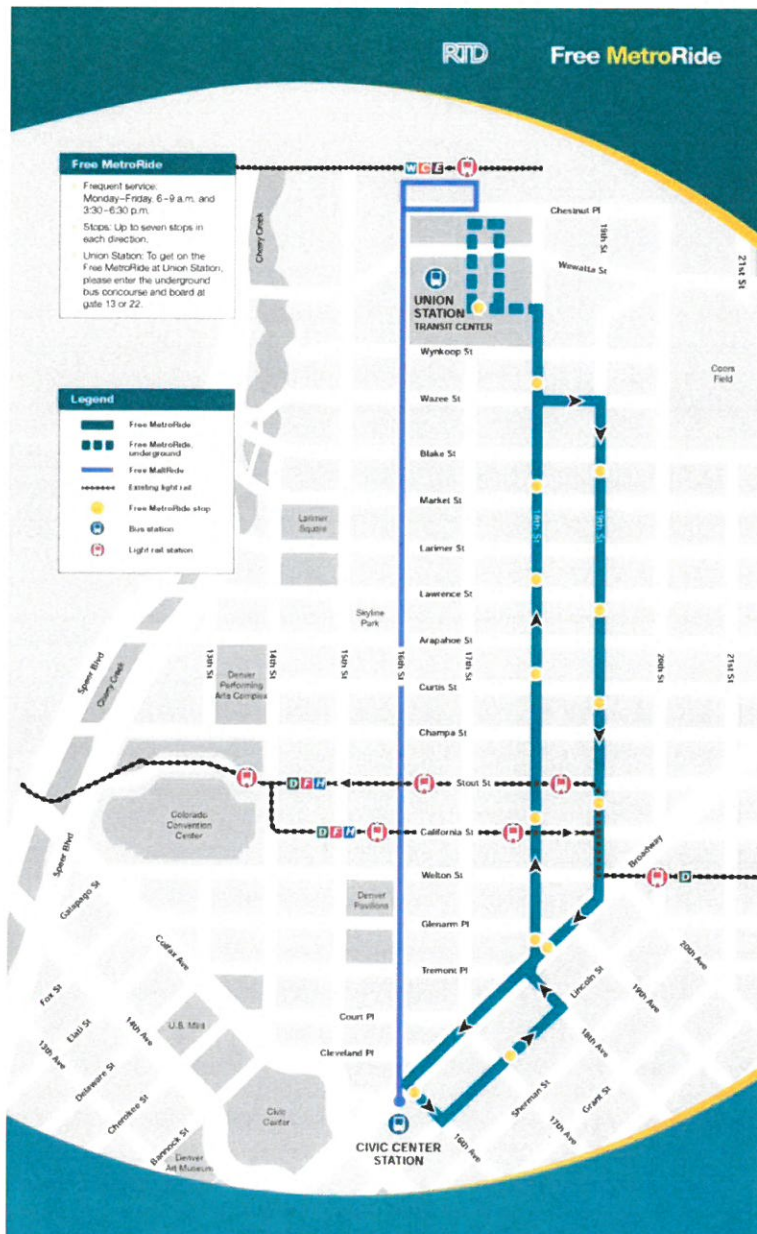


Figure 1: Free MetroRide Map



## Scope for Improvements

The following items have been identified as improvement projects to be evaluated by CCD. The improvement projects are listed in order of priority.

### **Improvement Project #1. Queue Jump Analysis and Implementation**

- Conduct analysis to determine the feasibility of implementing queue jump traffic signals (similar to the one at 18<sup>th</sup> Street/Glenarm) at one or more intersections along the Free MetroRide route.
- RTD had requested that a queue jump at the Broadway/18<sup>th</sup> Ave intersection be installed with the opening of the project but at that time CCD indicated it would not be possible without further evaluation. The Broadway/18<sup>th</sup> Ave intersection should be included within the analysis.
- Conduct feasibility of adding a striped queue bypass lane on 18<sup>th</sup> Street between the Wazee Street stop and Wynkoop Street and a queue jump signal into the bus concourse.

### **Improvement Project #2. Broadway Transit-only Lane Analysis, Design and Construction**

- Conduct analysis to determine the feasibility of implementing a transit-only lane on the right side of Broadway from 19<sup>th</sup> Street to Colfax. This would provide a benefit to the Free MetroRide as well as other routes that operate on this segment of Broadway (currently routes 0, 6, 8, 9, 10, 15/15L, 52, 47X, 122X, and FF4).
  - While the Free MetroRide currently terminates on 16<sup>th</sup> Avenue at Civic Center Station, the long range plan is for the service to be extended south of Colfax to the Golden Triangle. As such, it makes sense to look at the feasibility of the transit-lane all the way to Colfax to connect to the existing peak period bus lane south of Colfax as part of this effort.
  - The addition of a queue jump signal at Broadway/Cleveland Place should be evaluated as part of this analysis.
  - This improvement was recommended as part of *Civic Center Transit District Master Plan*.

### **Improvement Project #3. Traffic Signal Progression Improvements**

- The traffic signals in downtown Denver are coordinated to provide efficient progression for both the 16<sup>th</sup> Street Free MallRide and the RTD light rail. The two transit operations generally drive the rest of the signal timing for the downtown network. As such, changes to traffic signal timing were not considered as part of the original Free MetroRide implementation.
- However, it has become clear that the travel times for the Free MetroRide are longer than desired in part due to a lack of signal progression. The bus will often serve a stop and have to stop twice at traffic signals before serving the next stop. This has been especially problematic for most of 19<sup>th</sup> Street as well as the section of 18<sup>th</sup> Street from Market to Wazee.
- As such, the CCD shall conduct a traffic signal progression analysis to determine if any tweaks could be made to the traffic signal timing to reduce the number of times that the bus is typically delayed due to traffic signals. This would need to include a model calibrated to existing conditions based on several field observations on both typical and congested days.





#### **Improvement Project #4. 19<sup>th</sup> Street Analysis, Design and Construction**

- Bus bulbs were not originally constructed on 19<sup>th</sup> Street since there is the Bus/Bike/HOV lane during the AM peak period. The rationale was that the Free MetroRide would not be slowed down without bus bulbs because it would not have to wait for a gap to re-enter traffic during the most congested period. However, the current operations suggest that bus bulbs on 19<sup>th</sup> Street would provide a benefit because the curb side lane on 19<sup>th</sup> Street is very wide. Bus bulbs would also improve the passenger waiting experience at these stops which currently only have a monument marker and limited waiting space. The four Free MetroRide stops on 19<sup>th</sup> Street are located at Blake, Lawrence, Curtis, and Stout.
  - The design should consider if it is appropriate to add additional stop amenities with new bus bulbs.
- Additionally, a feasibility analysis should be conducted to determine if there is sufficient width and capacity on 19<sup>th</sup> Street between Wynkoop and Champa to reconfigure the existing striping and signage to provide a protected bike lane. This would provide a benefit to the Free MetroRide by moving bicycles out of the existing Bus/Bike/HOV lane. The feasibility analysis should also include an evaluation of the need to keep HOV in this lane or if there would be adequate capacity on 19<sup>th</sup> Street to require HOV vehicles to operate in the general purpose lanes.
- The CCD could consider design and construction of bus bulbs at the two bus stops on 19<sup>th</sup> Street that serve other routes (at Market and Stout near-side) if they can demonstrate the addition of these bulbs would not degrade the operation of the Free MetroRide.

#### **Improvement Project #5. 18<sup>th</sup> Street Protected Bike Lane Analysis, Design and Construction**

- 18<sup>th</sup> Street has a bike lane from Champa to Wynkoop which was the driving factor behind the bus island design developed for the Free MetroRide bus bulbs. The bus islands serve to provide separation between the motor vehicles and bicycles at the Free MetroRide stops.
- The City is interested in implementing a fully protected bike lane on 18<sup>th</sup> Street which would benefit the Free MetroRide operations by providing a buffer between bikes and buses for the whole length of the bike lane instead of just at the stops.
- This task would be to determine the feasibility of implementing a fully protected bike lane on 18<sup>th</sup> Street in a manner that would improve and not degrade Free MetroRide operations. Special consideration should be paid to the bus stops serving other routes (at Curtis near-side, Arapahoe, Larimer, and Blake). It is critical that the Free MetroRide not be delayed due to other routes stopping in the travel lane; currently these buses pull to the curb so the Free MetroRide and other vehicles are able to go around.

**Contract Control Number:**

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

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

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

**ATTEST: [if required]**

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

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

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



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

