

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MOORE IACOFANO GOLTSMAN, INC**, a California corporation, doing business at 800 Hearst Avenue, Berkeley, California 94710 (the “Consultant”), jointly “the parties”.

The parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

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

3. TERM: The Agreement will commence on April 11, 2016 and will expire on June 30, 2018 (the “Term”). Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of Seven Hundred Thousand Dollars (\$700,000.00) for fees. Amounts billed may not exceed the rates set forth in **Exhibit B**, and may not exceed the budget contained in Exhibit B without written authorization from the Executive Director.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in the rates and budget in Exhibit B.

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

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Seven Hundred Thousand Dollars (\$700,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

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

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

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

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

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

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

9. **INSURANCE:**

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

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

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. 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, Auto Liability and Professional Liability, 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, 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. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

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

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

i. **Professional Liability (Errors & Omissions)**: Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. **Additional Provisions**:

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

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) 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.

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

10. DEFENSE AND INDEMNIFICATION

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

active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

c. Consultant shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

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

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

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

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

Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

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

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

17. CONFLICT OF INTEREST:

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

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

Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

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

With a copy of any such notice to:

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

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

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

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

b. The Consultant certifies that:

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

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

c. The Consultant also agrees and represents that:

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

(2) It shall not enter into a contract with a 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 either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and 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 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.

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

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

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

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

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

a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

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

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in

any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: CPLAN-201627182-00

Contractor Name: MOORE IACOFANO GOLTSMAN INC

By: Carolyn M Verheyen

Name: CAROLYN M. VERHEYEN
(please print)

Title: COO, Secretary
(please print)

ATTEST: [if required]

By: Adele L. Terreano

Name: Adele L. Terreano
(please print)

Title: Director of Business Services
(please print)



EXHIBIT A
SCOPE OF WORK

EXHIBIT A

Blueprint Denver Plan Update Work Plan

Revised: 3/24/16

Overview

The following provides an overview of key components to be executed during the Blueprint Denver Plan Update process. The summary is not necessarily indicative of the sequence of the tasks nor is it a rigid and complete list of possible activities. Community and stakeholder outreach in particular will be ongoing throughout the planning process. While this scope of work provides a framework for the process, there is flexibility built-in to allow for unanticipated activities and audiences.

This scope assumes that the City and County of Denver staff members are close collaborators with the MIG Team, contributing to strategy, providing logistics support, writing or contributing to select interim and final deliverables, providing public relations and outreach, and partaking in other tasks in a strong, substantive manner throughout the planning process.

Project Goals and Objectives

A primary goal of the Blueprint Denver Plan Update (“the Plan” or “BDP Update”) is to guide Denver’s growth, address mobility with a forward-thinking approach to multiple modes of transportation, and lay out an equitable and resilient future for Denver over the next 25 years. Other important goals include:

Balance Long Term Land Use and Transportation Growth:

- Address the impacts of growth, especially as the primary city in a high-growth metropolitan area.
- Address the impacts of growth in relation to climate change and natural resources, especially water.
- Address the impacts of growth and future of Denver in relation to equity and affordability, including housing and transportation costs.
- Address how the impacts of growth can positively influence the health of residents, especially through the built environment.
- Ensure that future growth complements the character of existing, stable neighborhoods and contributes to the high quality of life that makes Denver attractive to existing and new residents.
- Address the need for greater mobility/access for all residents, businesses and workers in Denver through multiple modes of transportation and integrated land use patterns.
- Identify new strategies for using Denver’s major asset — the public right-of-way — in ways that meet mobility needs for a changing population and create vibrant, active, and green streetscapes.

Embrace Innovation

- Find opportunities to take advantage of evolving technologies (transportation, energy, communication, water, etc.) to shape Denver’s future.
- Set the stage for the smart and sustainable growth of Denver through an imaginative, open and innovative planning process.

- Work with City personnel to ensure that the Plan has an engaging and enduring online presence on DenverGov.org (as well as print version) that synthesizes content from completed plans and policies across departments that are related to the City's physical development.

Identify Priority Implementation Initiatives

- Determine key regulatory improvements to implement the Plan.
- Identify policy strategies and initiatives to implement the Plan, including the relationship between Blueprint Denver, other citywide plans, and small area plans.
- Establish measurable and achievable metrics for gauging progress.

Prioritize Robust, Meaningful Engagement

- Engage a substantial, diversified and representative segment of the public in a meaningful and progressive manner during the Plan process and establish techniques to continue to engage the public in the Plan's implementation.
- Use data and analysis in creative and accessible ways to inform dialogue and establish community-supported goals for land use, transportation, and urban design that will guide future growth in Denver.

Scope of Work

Component 1: Project Management

Component 1 Tasks

1.1: Finalize Scope, Budget, and Schedule

Lead: MIG

The MIG Team will work with the City and County of Denver (CCD) Project Management Team (PMT) to refine the preliminary scope of work, process schedule and budget. A final scope of work and budget (Deliverable 1.7) will be included as exhibits to the Prime Services Agreement. Telephone, email and in-person communications related to this task will likely include:

- Identification of information needs and method for data transfer
- Discussion of initial public engagement strategy
- Discussion about future meeting agendas and future meeting dates
- Task Force and Community Think Tank (CTT) meetings coordination and organization
- Identification of roles and responsibilities (CPD staff, Task Force, CTT, technical sources, Planning Board, etc.)
- Preliminary identification of additional stakeholders

Fehr & Peers (F&P), Economic and Planning Systems (EPS) and Calthorpe Analytics (CA), the subconsultants to MIG, will participate in at least one meeting each and review and comment on the scope of work, schedule, budget, and respective subconsultant agreement.

1.2: Project Management Plan

Lead: MIG

MIG will manage its subconsultants assembled for this important project. MIG's management will include providing direction to subconsultants and QA/QC of draft and final work products. It will also include processing subconsultant invoices and preparing monthly invoices for CCD. This task will include

developing tools and protocols for ongoing coordination with CCD throughout the project. The MIG Team will participate in regularly-scheduled coordination meetings with the PMT throughout the entire project (see Task 1.3 below). MIG will prepare a memo (Deliverable 1.8) summarizing roles, meeting frequency, meeting objectives, etc.

1.3: Weekly Coordination Meeting and Calls

Lead: MIG

The MIG Team will participate in regularly scheduled weekly meetings with the PMT throughout the entire project. The meetings will generally be conducted in person, and may be by phone/WebEx as schedules dictate. Subconsultants will participate in weekly coordination meetings and calls when necessary and appropriate and when schedules permit.

1.4: Monthly Progress Reports

Lead: MIG

MIG will prepare monthly invoices and progress reports for review and approval by the CCD PMT. The invoices will include all staff time and direct expenses including those for MIG and its subconsultants. The monthly progress reports will identify tasks completed during the previous month and identify upcoming tasks, events and deliverables for the upcoming month. Progress reports will be formatted as simple memorandum and attached to monthly invoices.

1.5: Ongoing Project Coordination and Communication

Lead: MIG

In addition to regularly-scheduled meetings and calls, it is anticipated that MIG and its subconsultants will participate in ongoing project coordination and communication with CCD, between team members and with various stakeholders. This communication may include participation or assistance with the Executive Leadership Team, Multi-Plan Coordination Team, Internal Working Groups and individual stakeholders. While many tasks assume a level of team coordination and coordination between CPD staff and the consultant team, this task is intended to provide for a certain level of unanticipated coordination and strategy development above and beyond the base scope of work.

1.6: Ongoing Coordination with Other Citywide Plans

Lead: MIG

The MIG Team is part of a much larger constellation of planning teams developing four citywide plans concurrently. These four planning processes — Blueprint Denver, Game Plan, Denver Moves: Transit, and Denver Moves: Pedestrians and Trails — are being coordinated under a single marketing and communications strategy. Thus, it will be critical to a successful planning process to participate in ongoing coordination and information sharing with the other three concurrent efforts (see Task 5.2). This will likely include meetings, phone calls, data transfers, coordinated materials, meeting coordination and consistent appearance and physicality of project deliverables and outreach materials.

Component 1 Deliverables

1.7: Draft and Final Scope, Budget and Process Schedule

1.8: Project Management Plan Memo

1.9: Monthly Invoices and Progress Reports

Component 1 CPD Responsibilities

- **Organize and Schedule WebEx Meetings**
- **Participate in Ongoing Project Coordination and Communication**
- **Facilitate Coordination with Concurrent Plans**

Component 2: Public Outreach and Engagement

Component 2 Tasks

2.1: Citywide Planning Communication Strategy Support

Lead: MIG

The outreach for the Blueprint Denver Update project must fit within the larger outreach strategy being devised for Denver Moves: Transit and Denver Moves: Pedestrian and Trails, as well as the update of the Parks Game Plan. A coordinated effort will be essential in avoiding public confusion and burn out about the four concurrent and related planning processes. In addition, the discussions occurring for each of the four efforts will overlap with and inform those related to each of the other plans. The sharing of information, input and recommendations across the four efforts will be an important key to success. The entire project team will participate in discussions related to the broader Communication Strategy and review and comment on materials prepared by the lead consultant for the Communication Strategy (see Tasks 2.2 and 2.3 below).

2.2: Public Engagement Strategy Creation and Execution (organized by geography) Lead: MIG

If the Blueprint Denver Update will truly establish the new vision and implementation strategies for an inclusive city; the planning process itself must include a robust community engagement process that allows for a broad range of stakeholders and community members to get involved at the level that is most appropriate for them. The MIG Team will develop and deploy a multifaceted and meaningful community engagement process that is marked by both high touch and high tech tools.

The engagement process will be organized in two major ways. The first will include a geographic organization of the community based upon neighborhoods and council districts. This will ensure that the scale of engagement is appropriate for a geography that residents can understand and relate to. It is frequently difficult to engage residents in City-wide planning because it can be difficult to see how or why the efforts relate to them, their home and/or their family. By grouping like neighborhoods and deploying place-specific meetings, meeting materials and outreach, the Blueprint Denver Update team can successfully engage participants in ways that tap into the emotional ties to place.

1. **Registered Neighborhood Organizations (RNOs)** – The MIG Team will work with CPD staff to organize two rounds of meetings targeting formal and informal leaders of existing RNOs. Each round of meetings will include four or five large meetings over the course of two weeks. This will allow the meetings to be held at several locations around Denver to be convenient to the set of RNOs invited to each and also to allow participants with conflicts to attend an alternate event. Meetings with RNOs will be timed to align with development of the draft mapping (Areas of Change and Stability, Land Use/Place Types, Street Typologies, Enhanced Transit Corridors) and the Denver Moves: Transit effort so that neighborhoods can give initial input on the mapping concepts, as well as review draft maps prior to the Community Open House described below.
2. **Intercept Events and Pop-Up** – To build on the intercept event approach of going where they are, the MIG Team will also attend existing neighborhood events to engage a broader audience and provide a forum for a more localized look at issues and opportunities. Intercept events may include street fairs, festivals, sporting events and the like. The MIG Team will also work closely with CCD to organize and implement a pop-up workshop at some point throughout the planning process. If resources are available, MIG Team members may also be able to attend some regularly scheduled meetings of the neighborhood groups.
3. **Outreach Toolkit and Staff/Volunteer Training** – MIG will design and develop an Outreach Toolkit

to be used by trained community volunteers and CPD staff to meet with a variety of community groups, associations and individual citizens to collect community input in a variety of settings, such as regular meetings of community organizations or at a gathering of interested neighbors. Each Toolkit will include a discussion guide, Frequently Asked Questions (FAQs), comment cards and PowerPoint presentation for a 10-minute presentation as appropriate. MIG will develop two kits: one for use at the beginning of the process and one updated midway through the project in order to get feedback as the draft Plan develops. MIG will conduct two training sessions for community volunteers and CPD staff on how to use the Outreach Toolkits. CPD staff will be responsible for summarizing the results of these efforts for the MIG Team.

4. **Mobile Outreach – The Plan Van and/or Mobile Parklet** – If desired by the City, MIG can design graphic materials that highlight the project and can be printed on vinyl and used to cover an existing City fleet vehicle (preferably either a van or truck). The Plan Van would be used to bring attention to the project and as a mobile workshop tool. The Plan Van can be branded for the overarching four plan effort or for Blueprint alone. City staff can park the van at major gathering places during event times and solicit people to learn more about the project and fill out surveys. While MIG would prepare the graphics and organize the application of vinyl materials with a third party vendor, MIG would not provide or drive the vehicle. It is assumed the City would cover the costs for the vinyl materials (production and application).

2.3: Key Stakeholder Groups and External Audiences

Lead: MIG

In addition to the geographic-based outreach mentioned above, the MIG Team will work with City staff to organize an engagement process around key stakeholder groups and the larger public. Organized stakeholder groups, new residents, long-time residents, youth, seniors, families, individuals with disabilities, lower income, middle class, professionals and the like tend to have similar concerns and interests no matter where they reside in the city. A series of meetings, surveys, focus groups and intercept events will be used to target various socio-demographic and interest groups to ensure representative participation and a broad engagement of the larger Denver community. These key stakeholders and external audiences include:

1. **Blueprint Denver (BPD) Task Force (TF)** - Shortly after the TF is organized and fully engaged, CPD staff will meet with the group to discuss the Update process, expectations, roles, and responsibilities. This also includes a review and discussion regarding the approach to the public participation process. Beginning at the second TF meeting, MIG will take on facilitation responsibilities and lead the group in a brainstorm of values and initial community priorities including issues and concerns. We envision that the TF will help review the text and maps of the Plan throughout the planning process. It is understood that City staff will take the lead role organizing the TF with input from the MIG Team. It is anticipated that the BPDTF will meet approximately once every six to eight weeks throughout the planning process for a total of ten (10) meetings.
2. **Community Think Tank (CTT)** – The Community Think Tank will be a less frequent participant in the planning process, but will play an important advisory and review role, including review of draft mapping of key land use and transportation topics (Areas of Change and Stability, Land Use/Place Types, Enhanced Transit Corridors, Street Typologies). Unlike the Task Force that will meet more frequently and be expected to carry a relatively large workload in terms of reviewing draft materials and actively participating in plan development, the CTT will meet approximately once every three months throughout the

planning process to provide input and feedback on the materials and recommendations presented by the TF and the CTT. The CTT is expected to meet approximately six to seven times throughout the planning process.

3. **Focus Groups** – The MIG Team will conduct a series of focus groups throughout the planning process as a means of engaging key stakeholders, organizations and interest groups as the need and opportunity presents itself. MIG will begin outreach to the focus groups in the first month of the project and then follow up with these and other stakeholders as deemed appropriate and necessary throughout the remainder of the effort. The MIG Team will conduct a number of focus groups commensurate with the budget allocated to the task. It is assumed that this task will include approximately 20-24 focus groups throughout the process. A youth focus group (potentially the Mayor’s Youth Commission) will be convened at several times throughout the planning process. A key outcome will be to understand what each group sees as a successful plan process and outcome.
4. **General Public**
 - i. **Community Workshops and Open House** – We will have four City-wide community meetings with a combination of interactive workshops and an open house. MIG will plan, facilitate and summarize the community meetings. City staff will be expected to secure a location and promote the meetings.
 - **Workshop #1** – The first interactive community workshop will focus on gathering community input on community values, major trends and high level city form conversations. A major focus will be obtaining community input to shape the guiding principles/values (see Task 2.4 below) that will shape the entire planning process. This will include larger discussions concerning the urban and rural interplay, water resources, industrial land, affordability, reuse of neighborhood institutions, etc. The first community workshop/s will be closely coordinated with the Western Lands and Communities (WLC) Exploratory Planning Scenario effort (see Task 3.5.1) and may include guiding information from the Normative Planning Scenario effort (see Task 3.5.2). The MIG Team will also use existing information and stakeholder interview input to provide initial thoughts for community members to respond to.
 - **Workshop #2** – The second interactive community workshop will illustrate how the guiding principles and values inform key plan recommendations. There will be focus on review and discussion of Areas of Stability and Change, preliminary place types, street typologies, placemaking and how each relate to values articulated at the first community workshop. This discussion will also include input on initial mapping of these concepts.
 - **Open House** – The third public event will be organized in an open house format. The primary contents will include an overview of the planning process and community input from throughout, presentation of the emerging Plan recommendations, draft mapping of key land use and transportation building blocks (such as Areas of Stability and Change, Street Typologies, Enhanced Transit Corridors, and Land Use that will all inform Place Types) initial implementation strategies, and other major recommendations.
 - **Workshop #3** – The third interactive community workshop will include a presentation and opportunity for the community and stakeholders to provide input on the Draft Blueprint Denver Plan Update recommendations.
 - ii. **Information and Materials for City’s Project Website** – MIG will work with CCD communications staff to identify the goals and timing for a CCD hosted website. The MIG Team and CPD staff will collaborate with the overarching communications strategy and the

- concurrent planning efforts on developing appropriate and timely content for the website.
- iii. **Social Media** – The MIG Team will coordinate with the citywide joint marketing and communications strategy to develop media, key themes and messages to support the overall strategy for social media.
 - iv. **Online Surveys** – The MIG Team will design and deploy three online surveys that can also be used at community workshops and intercept events. The surveys will be used to determine what people like and don't like about their existing neighborhoods and the larger community, explore enhanced and desired neighborhood types, and gather community feedback to inform the evaluation of growth scenarios.
 - v. **Briefings to elected and appointed officials** – The MIG Team will participate in up to four work sessions or briefings with elected and appointed officials. The conversations will focus on providing necessary information, analysis and planning and design thought to support a path of critical decision making
 - vi. **Online Stakeholder and Community Engagement Summary** – MIG will maintain a record of stakeholder and community engagement conducted throughout the process. MIG will prepare a digital summary of the overall process, an overview of participation and summaries of key themes heard throughout the process. Web-based summary will be interactive, searchable and integrated into the final EPlan.

2.4: Establish Guiding Principles

Lead: MIG

Based upon data and document review, MIG Team analysis and input from stakeholders and the community, MIG will work with the PMT to craft a set of community values and guiding principles to guide future analysis and plan development. An objective of this task is to create a very concise set of overarching values and guiding principles that have relatively broad support and that guide the remainder of the planning process. Development of the guiding principles will need to include analysis/explanation of how they connect and relate to Comp Plan 2000. The overarching values and guiding principles will be prepared and presented in PowerPoint presentation format and revised in a memo brief.

Component 2 Deliverables

2.5: Draft and Final Scope, Budget and Process Schedule

2.6: Intercept Event Tools and Exhibits

2.7: Outreach Toolkit Materials

2.8: Meeting Agendas, Handouts, Presentation Materials, Exhibits and Summaries

2.9: Materials for Project Website and Social Media Support

2.10: Three (3) Online Surveys

2.11: Online Stakeholder and Community Engagement Summary

2.12: Guiding Principles Summary Presentation and Memo Brief

Component 2 CPD Responsibilities

- **Staff Intercept Events**
- **Lead or Coordinate Project Website and Social Media**
- **Summarize Results of Outreach Toolkits**
- **Contribution to Guiding Principles**

Component 3: Information Gathering and Analysis – Past, Present and Future

Component 3 Tasks

3.1: Existing Conditions Report

Lead: MIG/EPS/F&P

Based on our review and analysis and stakeholder input, the MIG Team will work to create a comprehensive inventory of existing conditions. This will contain an overview of current and future physical, economic and social opportunities and challenges.

As part of the existing conditions review, the MIG Team will perform the following.

- Review and analyze current conditions data provided by City, aid in development of inventory and analysis of existing conditions based on GIS database, and identification and assembly of additional data.
- Aid in identification and assembly of information on emerging technologies.
- Gather and prepare demographic and economic data needed to inform existing conditions summary report and provide summary textual content to support data.
- Aid in the development of data and content for infographic.
- Conduct an industrial land study to inform future industrial needs. This will likely include analysis of existing industrial-zoned land, land that has been recommended in recent neighborhood plans to no longer be industrial, and future market demand for industrial land. Providing more detailed specifics of this study, methodology and associated analysis will be the first step in the process.
- Fehr & Peers will provide an overview of current and future transportation opportunities and challenges. Fehr & Peers will prepare written and graphical content suitable for inclusion in the MIG prepared summary document and infographic. The approximate length of the summary written and graphic content prepared by Fehr & Peers is 3-5 pages.

The MIG Team will develop a tabloid-size infographic highlighting the most important data and findings from the above tasks. A short and concise existing conditions summary document will be created and organized in a manner that the majority of the document text can be utilized in the Plan Update. The approximate length of this summary is 20-25 pages.

MIG will also collect and review GIS data from the CCD, including but not limited to existing land use, zoning, existing dwelling units per parcel, persons per household, existing jobs or non-residential square footage per parcel, street centerlines, and county assessor data. Building footprint and height attributes are also desirable, if available. All information will be assumed to be accurate and up to date. MIG will establish a map template and guide CPD staff to define and format a series of base maps for use throughout the update process. These base maps will include existing conditions information, such as existing land use, zoning, circulation and environmental information. MIG will provide review and ensure all maps have a uniform style, legend and title block.

3.2: Local and Regional Planning Context

Lead: MIG

The MIG Team will review a City-prepared summary of all relevant plans the City has developed along with a list of neighborhood and station area plans and the topics covered within in them. The synthesis of the review will be to develop additions to staff's analysis of key concepts that need to be addressed within Blueprint as well as key successes, areas of need and critical outcomes identified from other plans. This analysis will provide the framework for the major issues that need to be vetted throughout the plan process and elements of success from other plans that need to be replicated within this plan. MIG will

identify any emerging and innovative planning concepts and approaches that should be incorporated within Blueprint from review of relevant peer city plans and planning concepts, with the goal of making sure the update to Blueprint continues to be a national leader for comprehensive plans. Lastly, the MIG Team will meet with DRCOG staff and review the DRCOG regional planning framework (urban centers, growth boundary) and Metro Vision 2040 in order to understand the implications on Denver and any potential inconsistencies that may exist or present themselves within the plan development. DRCOGs forecast for growth will be vetted, including a review of the methodology for forecasting growth within Denver, to identify any adjustments that may be needed to the forecast and potentially recommended changes to DRCOG's methodology.

The MIG Team will work to articulate the Local and Regional Planning Context with the following:

- Evaluation and determination of peer city plans and planning concepts not present in Blueprint 2002
- Review of DRCOG Urban Centers, UGB and Metro Vision and scenario planning
- Evaluation of current forecast for growth by MIG and CA as it relates to population, employment and transportation and natural resources with support from team on transportation and natural resources elements
- Modifications of DRCOG projections as needed by MIG and CA
- Assessment of the current transportation forecasts (DRCOG), assumptions, and a summary of the range of possible transportation outcomes

3.3: Blueprint Denver 2002 Implementation Diagnostic

Lead: EPS/MIG/F&P

The MIG Team will assess the successes and shortcomings of the 2002 Blueprint effort. The assessment will be performed by developing a qualitative and quantitative scorecard to help identify strengths and weaknesses of the previous approach and strategies with aim on assessing the level of modification the 2002 plan needs. The assessment will focus on the plan's guiding principles and Denver's change in relation to these principals. The centerpiece of the 2002 plan was the identification of areas of change and stability, which developed a planning framework that resonated with many. However, the construct was met with opposition in some areas of the City where change or stability didn't occur, at least in the perception of some. Detailed technical analysis will be performed to understand where conflicts with the vision of change or stability didn't match with actual development changes and socioeconomic changes.

1. **Land Use Areas of Change and Stability Analysis** – A detailed analysis of development/ investment trends from 2000 to 2015 and changes in land use designations and zoning changes since Blueprint 2002 will be completed. The result will be the layering of development and socio-economic conditions on top of the 2002 areas of change and stability to identify where conflicts occurred. In areas with conflicts, land use and zoning changes that have occurred will be identified to understand how the planning framework (land use and/or transportation) in the area resulted in conflicts. To further vet conflicts, changes in socio-economic conditions technology, infrastructure and development practices will be analyzed in greater detail to identify broader trends that are generating issues that need to be addressed in the plan update. This analysis will focus both on why change occurred where perhaps it should have not, but also on areas where change was desired but did not occur.
2. **Transportation/Street Typology/Enhanced Transit Corridors Analysis** – Fehr & Peers will lead the technical analysis of transportation-related changes since adoption of Blueprint Denver in 2002 using available Information provided by the City. This analysis will include changes and trends in relation to the street typologies and other transportation related planning for the

enhanced transit corridors.

Fehr & Peers will compile city provided street regulations related to the typologies and combine this information with the existing conditions data previously gathered to identify common themes and issues with the current practices. Available data will be compiled and assembled to create a comprehensive picture of street performance for multiple objectives. Fehr & Peers will assess available existing conditions data on:

- Facility Inventory - GIS data on number of travel lanes, transit routes (provided to us by DN Moves: Transit team), and bike facilities (provided to us by DN Moves: Bikes team)
 - Safety - collision data for all modes (provided to MIG Team by Denver Vision Zero Action Plan team)
 - Transit Service and Accessibility - frequency and stop/station characteristics (provided to MIG Team by Denver Moves: Transit team)
 - Travel Speed (e.g. INRIX data from CDOT)
 - Through vs. local traffic percentages for up to twenty four (24) roadway segments (e.g. DRCOG COMPASS or FOCUS model)
 - On-street parking and restrictions/pricing (e.g. Strategic Parking Plan)
 - Economic data (sales tax or other economic performance data provided by DRCOG and City in a geodatabase format)
3. **Land Use and Transportation Analysis** – Aspects of the two technical analyses (land use and transportation) will be combined to identify how the two have generated holistic change (or stability) and/or locations, conditions, and contexts where one may have had success but the other did not. The result will be the development of key focus areas and elements of overlap that will feed the development of revised areas of change/stability and also land use categories and/or place types. The land use and transportation analysis will be guided by a vetted methodology and categorization system and then converted to a new GIS layer.

3.4: Implications of Future Demand and Trends

Lead: EPS

An additional layer of analysis is needed to not only address how changes in the recent past have impacted Denver but also how future trends need to be addressed within the plan. This analysis (see Task 3.5) will forecast the demand for land uses over the plan horizon to identify the land demand necessary within areas of change to support demand. As well, emerging trends impacting development and land use will be analyzed to assess modifications and areas of flexibility within policy to allow the City to adapt. The same analysis will be completed to address transportation demand and emerging trends.

3.5: Scenario Analysis

Lead: CA/F&P/MIG

1. **Western Lands and Communities (WLC) Exploratory Scenario Planning Coordination (Exploratory)** - The MIG Team will coordinate with WLC and CPD staff to ensure consistent lines of inquiry surrounding land use and transportation related questions utilized in WLC's exploratory efforts. The MIG Team will provide review and comment on draft materials and provide input to WLC's process. The MIG Team will also provide coordination and support in Scenario Analysis inputs provided for the analysis to be conducted by WLC.
2. **Scenario Planning Modeling and Analysis (Normative)** – Calthorpe Analytics will utilize its modeling software to develop and analyze scenarios that will highlight the environmental, fiscal, health, and quality of life impacts of land use and transportation policy decisions in Denver and the larger metro region. Likely built upon land use and transportation options

developed by DRCOG and the City and exploring big picture themes and trade-offs highlighted by WLC, the community, stakeholders and the MIG Team, these scenarios will inform internal and public-facing discussions of Blueprint options. They will be programmatic in nature with the intent of laying out clear consequences of policy and investment decisions; while they will be built upon a fine-grained understanding of what is on the ground today, the scenarios will be less concerned with exactly where and how growth occurs and instead focus on the comparative implications of locational and policy decisions a higher-level focus that will inform the Blueprint process at strategic points and provide city and metro-scale infographics and metrics.

It is important to note that the timing of the normative scenario planning will be determined as larger community trade-offs are uncovered during the planning process. If the differences in potential exploratory scenarios or big picture and high level shifts in locational focus are significant early in the process, the normative scenario modeling may be deployed early to help inform decision making heading into more detailed scenario development. If the differences in trade-offs are more nuanced early in the process, the normative scenario modeling may be reserved for later in the process to test the differences between more targeted, yet still programmatic scenarios.

The subtasks below cover the activities associated with developing and analyzing an initial range of three to four scenarios for the Blueprint process. Given their programmatic nature, it is likely that these scenarios can address the metro region and explore how different high level programmatic allocations of growth and investment impact the city and the metro area. The scenarios will explore different high level strategies to accommodate population, housing, and employment in 2040 (target year as defined in consultation with the client and project team) and express the comparative fiscal, environmental, and health impacts of the scenarios. The scenarios will likely link to and be informed by the other concurrent planning efforts such that different scenarios may focus growth around parks and open space, trails, walkable nodes and enhanced transit corridors. They will express the impacts of varying growth and infrastructure patterns on a variety of critical indicators (specific indicators to be determined based upon data and resource availability), potentially including:

- Land consumption
- Infrastructure cost, including capital and operations & maintenance (O&M)
- City/jurisdictional revenues
- Vehicle miles traveled (VMT) and fuel consumption
- Transportation greenhouse gas (GHG) and air pollutant emissions
- Building energy and water consumption and related GHG emissions
- Household costs for transportation and utilities
- Public health (e.g., air pollution-related, automobile-pedestrian/bicycle collision, obesity rates, etc.) impacts and costs

The deployment of the models in Blueprint process will, in short order, bring the critical issues facing the metro area into focus with meaningful metrics and discussions of the role that land use and infrastructure decisions have in meeting larger city and regional challenges. The scenarios can serve as essential context for Blueprint planning and discourse related to infrastructure investments, public health, resource conservation, and

fiscal sustainability.

- i. **Denver and Metro Area Scenario Data Development and Compilation.** Calthorpe Analytics will work with the project team, City staff, DRCOG, and other relevant agencies and staff to compile scenario data that will be the foundation of scenario modeling by the MIG Team. Data to be gathered and compiled will likely include existing county, city, and other land use, transportation, and open space plans and policies. Data and plans already collected and compiled as part city and regional processes will be utilized to the extent possible. These will be used to establish an accurate representation of existing (base year) regional conditions, measure past trends in development and land consumption, and build a representation of a trend-based/business-as-usual land use future. Any existing data or work to represent or depict past or present trends will be reviewed and utilized by Calthorpe Analytics.

It is expected that much of the data needed for this project has been organized and compiled by the City and DRCOG and that Calthorpe Analytics will be able to leverage such data and experience in data collection and compilation activities. It is likely that City and DRCOG staff can compile and deliver a significant majority of the data for use in existing conditions assessment and scenario development; where data does not exist or is not available, appropriate substitutions or alternative methods will be developed and reviewed with the team and client as appropriate. Data to be utilized includes:

- Land cover and land use: compiled land use data for the region, including developed use (i.e. residential, commercial, industrial, mixed use) at the finest grain available; undeveloped/vacant land; parks and recreation areas; areas off-limits to development.
- Parcel geography and related data (if possible/available): parcel-level geography and any related parcel-level data.
- Past year land cover and consumption: land use and development conditions for previous years (i.e. 1990, 2000, 2010) that can be used to establish land consumption and other trend-based patterns.
- Population, housing, and employment distributions: base/existing year distributions of population, housing, and employment at the finest geography available; where possible, breakdown of housing by type (single family, multifamily) and employment by type (retail, office, industrial).
- Forecast population, housing, and employment data: future year distributions of population, housing, and employment and finest geography available; where possible, breakdown of housing by type (i.e. single family, multifamily) and employment by type (i.e. retail, office, industrial).
- Transportation networks: highways and major roadways network for base and future years; transit networks where relevant.
- Environmental constraints and open space plans: land off limits to new development and land planned for or with potential for long term protection.
- Travel behavior by zone or other geography: vehicle miles traveled (VMT) and mode split (if possible) in base and forecast years by finest geography available (via travel model and/or empirical data); if possible, VMT for previous (i.e. 1990, 2000) years. VMT per household or capita is ideal.

- ii. **Regional and County Assumptions Development.** This task focuses on the customization of model assumptions in preparation for scenario development and modeling. Demographic, building, energy, water, transportation, and other assumptions that drive modeling will be calibrated to the Denver region. Where appropriate, technical assumptions may integrate factors or data from related regional plans or studies. Assumptions will be sensitive to urban context, climate zone, hydrologic zone, and other geographic and demographic factors. In order to allow for model back-casting calibration, certain data sets will need to be collected for past years, for the existing base year, and for projected future horizon-year characteristics. Calthorpe Analytics will work with Fehr & Peers and the Denver Moves: Transit team in this and other modeling tasks to calibrate and verify transport models and outputs. Fehr & Peers' transportation planning and modeling expertise has been leveraged in the development of the travel components of both the RapidFire and UrbanFootprint models. Calthorpe Analytics will work with EPS to develop fiscal modeling inputs. This task will involve work with regional travel models and experts, including modeling staff and data available at the City, DRCOG, and other institutions.
- iii. **Blueprint Scenario Development and Modeling.** MIG will work closely with the City, CA, WLC, and project team to define the range of scenarios to be produced and modeled. Early discussion will focus on the extent to which scenarios will address Denver in the context of the larger metro area, as well as the coordination between the land use scenarios and the 'exploratory' studies to be undertaken by the WLC team.
- iv. **Summary Materials and Presentations.** The scenarios developed, and their modeled impacts, will be described and summarized in compelling materials, including summary tables, factsheets, infographics, presentations, and other materials as determined in coordination with the team and client group. MIG and the City will use information provided by CA to develop these materials. Early project discussions should focus on when, where, and how to best integrate scenarios and modeling outputs into various stages of the Blueprint planning process.

Component 3 Deliverables

3.6: Existing Conditions Report

3.7: Land Use Areas of Change and Stability Analysis

3.8: Transportation/Street Typology/Enhanced Transit Corridors Analysis

3.9: Land Use and Transportation Analysis

3.10: Normative Scenario Planning Summary Report/s and Presentation/s

Component 3 CPD Responsibilities

- **Provide the MIG Team with GIS and other data for compilation of summaries and analyses**
- **Prepare a summary of all relevant plans the City has developed with list of neighborhood and station area plans**
- **Coordinate with DRCOG and participate in meetings**

- **Contribution to Scenario Analysis**
- **Review MIG Team-prepared findings**
- **Contribute to development of summary materials and presentations for normative scenario results**

Component 4: Plan Strategies

Component 4 Tasks

4.1: Plan Strategy: Areas of Change/Areas of Stability

Lead: MIG/EPS

MIG and EPS will lead the MIG Team in collaborating with the CPD staff to perform an analysis to update the Areas of Change and Areas of Stability established in the 2002 Blueprint Denver plan framework. The major elements of this analysis and the subsequent update will include the following:

1. **Refinement of Subcategories and Development of Gradations** – The MIG Team will work closely with CPD staff to develop a revised methodology for analyzing and categorizing areas of change and areas of stability. The revised methodology will also be reviewed for input from stakeholders and the community. While the previous iteration of the construct includes the subcategories of “Committed Areas” and “Reinvestment Areas” for areas of stability, the current approach to both areas of stability and areas of change have suffered from a lack of gradation and nuance. Without delineating a specific approach before performing analyses described in this task and earlier in this work plan, it is expected that there will be several categories and/or an overlay designation to provide greater understanding of the variations and unique issues and opportunities that can be highlighted with a more refined approach. This will include market analysis by EPS to understand the need for industrial land versus current availability and how that relates to different categories of areas of change/stability. Input from stakeholders and the community will be key to shaping a revised classification system for areas of change and stability.

Using the revised methodology and classification system, the MIG Team and CPD staff will reanalyze centers, corridors and neighborhoods to identify a new or more nuanced designation of areas of change and areas of stability.

2. **Areas of Change/Areas of Stability Mapping** – The MIG Team and CPD staff will incorporate stakeholder and community feedback to create an updated map of areas of change and stability for the entire city. Discordant designated areas will be identified and reclassified and other areas will be subcategorized and/or receive an overlay designation. This effort will likely entail one or two rounds of draft maps that will need to be closely timed with community workshops, CTT meetings, RNO meetings, and other outreach events in order to receive community and Council office input on the proposed mapping.
3. **Areas of Change/Areas of Stability Unique Characteristics** – The MIG Team will work with CPD staff to provide more detailed descriptions of the unique characteristics (assets, issues and opportunities) associated with each designation for areas of change and areas of stability. The unique characteristics identified for each designation will then be used to assign applicable place types in the next task.

4.2: Plan Strategy: Multimodal Transportation

Lead: Fehr & Peers/MIG

The street typologies originally developed in Blueprint Denver and later refined in the Denver Living Streets efforts were well thought out at the time but have not proven to be as influential as the Areas of Change and Areas of Stability concepts in the original plan. Based on the implementation diagnostic and analysis, with the input of stakeholders, the community, and the PMT, Fehr & Peers and MIG will lead the effort to update the Street Typologies with current data, explore new framework options, and, in close coordination with Denver Moves: Transit and Denver Moves: Pedestrian and Trails, recommend a new or refined set of typologies that reflect the input from stakeholders and the desired City vision for balancing the needs of transportation users and adjacent property owners.

Subtasks that will be completed include:

1. *Street Typology Criteria*

Fehr & Peers will examine available data on the criteria piloted in the Living Streets project (Mobility, Choice, and Safety) and, using input from stakeholders and the community, examine additional criteria for inclusion in an updated typology framework. Criteria that define roadway performance in terms of both mobility outcomes as well as economic outcomes will be explored. Comfort, safety, space for green stormwater infrastructure, and the needs of particularly vulnerable populations such as children and seniors will be examined as potential criteria. Equity concerns will also be explored as they relate to the needs of local travelers and property owners and the needs and desires of through travelers will be summarized and described for use in discussions with the project team and project stakeholders. The deliverable for this task will be a recommended set of criteria for an updated Street Typology Framework. Urban design and the land use implications of different typologies and their associated modal hierarchy will also be considered as criteria.

2. *Street Typology Framework*

The MIG Team will summarize the typology analysis at the corridor level and incorporate the themes that emerge across both the land use and transportation discussions occurring with the project team and the stakeholders/community. This will include a values-based conversation with stakeholders and the community about prioritization of modes (modal hierarchy) for the different street typologies. The typology analysis and framework will involve close coordination with the two concurrent Denver Moves plans, including incorporation of enhanced transit corridors into the typology framework. The goal of the framework is to group streets by similar conditions, opportunities, and challenges so that future implementation decisions reflect the typology characteristics. This will enable the City to identify specific funding needs and policy strategies with applicability to the particular street type.

3. *Street Typology Mapping*

City staff will take the lead on mapping the recommended street typologies throughout the city. This effort will likely entail one or two rounds of draft maps that will need to be closely timed with community workshops, CTT meetings, RNO meetings, and other outreach events in order to receive community and Council office input on the proposed mapping. The mapping of typologies related to enhanced transit corridors will need to be closely coordinated with the project team and community input for Denver Moves: Transit.

4. *Street Typology Renderings*

MIG will collaborate to compile existing and/or create new images and renderings for each street typology to be used in community outreach and to include in the final plan. Up to six infographics

or renderings will be created.

5. *Typology Framework and Map for the Draft Plan*

Fehr & Peers will prepare a draft and final Street Typology report documenting this analysis with supporting text, tables, charts, and illustration, targeted to a broad audience of policy makers and stakeholder. A PDF or Word document file will be provided to the City.

4.3: Plan Strategy: Land Use Categorization and Map Update

Lead: MIG

The MIG Team will work closely with CPD staff to update the system of future land use categorization for the entire city and the corresponding map. The city relies on the guidance in Blueprint for land use recommendations (especially when rezonings are processed) when more detailed neighborhood plans are not available. The updated land use map will be another significant input into the Place Types development described below. City staff will take the lead on mapping the recommended street typologies throughout the city. This effort will likely entail one or two rounds of draft maps that will need to be closely timed with community workshops, CTT meetings, RNO meetings, and other outreach events in order to receive community and Council office input on the proposed mapping.

4.4: Plan Strategy: Land Use and Transportation Building Blocks Evaluation (Place Types)

Lead: MIG

The MIG Team will propose, test and refine a set of center, corridor and neighborhood place types that build upon the unique assets present in Denver and the characteristics defined for each of the areas of stability and areas of change designations. These place types will closely connect to and be informed by the updated land use categorization described above. The neighborhood, center and corridor types will be developed around an organizing element or determinant related to land use and form, such as the neighborhood contexts in the Denver Zoning Code. The MIG Team will work closely with staff, the Task Force and the CTT to develop a framework for place types that can be applied at the citywide scale. In developing the place type framework, it will be essential to understand how the place types relate to:

- The updated land use categories and map
- The existing land use categories used in the city's recent neighborhood and station plans
- The Denver Zoning Code
- Urban design characteristics and placemaking
- Land use and form recommendations that will be used in future neighborhood plans as part of NPI.
- Future use of embedded institutional uses that become vacant (such as schools and churches) in low-density residential neighborhoods

Initial ideas about the place types that may evolve through the planning process include:

1. **Define Neighborhood Options and Enhancements** - Throughout the planning process, participants will discuss elements and amenities that are missing in older and newer neighborhoods, corridors and centers to ensure they support community, health, livability, social equity, and sustainability. These missing elements and amenities typically include sidewalks, lighting, stormwater infrastructure, access to healthy foods, access to parks and/or trails, sidewalks, access to transit, etc. While it is unlikely that any one neighborhood or center can provide all of the desired elements and amenities, there is a threshold of elements necessary for a neighborhood or center to be complete. MIG will propose, test and refine a set of elements and amenities that are desired in all neighborhoods and centers to ensure that they support community, health, livability and sustainability. Blueprint will set the stage for the neighborhood

planning through the Neighborhood Planning Initiative (NPI) as well as regulatory tools that may help individual neighborhoods to achieve recommended elements and amenities.

2. **Typologies for Neighborhoods and Other Smaller Scale Centers** - The place types should be developed around an organizing element or determinant related to building form and land use, such as neighborhood contexts from DZC. Therefore, the first step of further defining neighborhood place types is analyzing determinants of city form at the neighborhood scale in Denver. The legibility of existing neighborhoods in Denver varies significantly, largely due to the significant differences in and presence of neighborhood centers and places for residents to walk and bike to on nights and weekends for daily goods, services and entertainment. Based on this analysis and input from stakeholders and the community, MIG and CPD staff will develop a framework of neighborhood typologies that can be applied to all neighborhoods throughout the city. The neighborhood typologies will relate to Street Typologies/Enhanced Transit Corridors and clearly explain the relationship between the form/land use of the place type and the immediate transportation network.
3. **Typologies for Existing and Emerging Centers and Corridors** - The MIG Team will propose, test and refine a set of center and corridor types that build upon the assets present in the existing centers and corridors and help to articulate the vision for each as they continue to grow and evolve. Center typologies would include different types of industrial centers. It is expected that an aspect of the center and corridor typology discussion will include identifying the stage of development of each center and a corresponding set of tools that may include policy changes, infrastructure investment, and/or various incentives and partnerships. The corridor types will be closely coordinated with the street typology framework and designation of enhanced transit corridors. Based on analysis and input from stakeholders and the community, MIG and CPD staff will develop a framework of center and corridor typologies that can be applied throughout the city.
4. **Detailed Parameters of Place Types** - The MIG Team will work closely with CPD staff to develop a set of detailed parameters that define and help guide growth, development and change in each of the place types. This will include work sessions with staff to fully understand the place types and how they connect to urban design and the form-based zone districts in the Denver Zoning Code. Place type parameters will demonstrate the intimate relationships between land use, aspects of design and the realization of place. The parameters should also make a clear connection between place types and the Denver Zoning Code so that it is clear what zone districts might best implement each place types. Key parameters may include the following:
 - Development Grid
 - Average Block Size
 - Connectivity Index
 - Application of Street Typologies (appropriate hierarchy, prevalence, etc.)
 - Existing and Future Multimodal Network
 - Pedestrian Access
 - Bicycle Access
 - Transit Access
 - Freight Access
 - Vehicular Access
 - Building Form
 - Height

- Setbacks/Build-To
 - Parking Location
 - Land Use Mix
 - Land Use Ratio
 - Targeted Uses / Character
 - Public Space
 - Public Space Type(s)
 - Parklets, Park Typologies as defined in the Game Plan update (e.g., Neighborhood Park, Community Park, Regional Park, Plaza, Open Space)
 - Public Space Ratio
 - Important Land Use and Built Form Contexts
 - Parking
 - Parking Ratios - Automobile and Bicycle
 - Parking Design - Automobile and Bicycle
 - Amenities
 - Schools
 - Churches
 - Grocery Stores
 - Retail/Restaurant Nodes
 - Community Center
 - Urban Design Elements
 - Streetscape Elements
 - Architectural Elements
5. **Application and Mapping of Place Types** - Based upon mapping and analysis, the MIG Team will work with CPD staff, the Task Force, and the CTT to map the place types throughout the city. The mapping of place types will be closely connected to the areas of change and stability as well as the mapping of street typologies and enhanced transit corridors. The mapping of place types and the potential quantity of each will also be informed by project demographics and associated psychographic preferences. In mapping place types, the intent may not be to develop a single recommended type for each specific geography, but rather to identify two or more place types that are appropriate as to inform the vision, associated policies related to urban form and implementation strategies required for each. Mapping of place types will likely entail several rounds of draft maps that will need to be closely timed with community workshops, CTT meetings, RNO meetings, and other outreach events in order to receive community and Council office input on the proposed mapping.
6. **Place Types Market Readiness** - EPS will lead analysis of readiness for areas of change and pressure on areas of stability including development of measurements to assess readiness and categorization of implementation context by geography.

Component 4 Deliverables

4.5: Values and Guiding Principles Presentation and Summary Memo

4.6: Areas of Change/Areas of Stability Revised Methodology Memo

4.7: Areas of Change/Areas of Stability Analysis Maps

- 4.8: Areas of Change/Areas of Stability Characterizations**
- 4.9: Street Typology Renderings**
- 4.10: Street Typology Mapping**
- 4.11: Updated Land Use Categorization and Map**
- 4.12: Draft, Refined and Final Place Types (in presentation format)**
- 4.13: Final Place Types Summary Memo with Illustrations**
- 4.14: Place Types Application Mapping**

Component 4 CPD Responsibilities

- **Contribution to Areas of Change/Areas of Stability analysis**
- **Lead Street Typology Mapping effort**
- **Review MIG Team-prepared reports and findings**
- **Development and contribution to Land Use Maps and Transportation and Neighborhood frameworks**
- **Contribute to the development and application of place types**
- **Participate in work sessions/coordinate scheduling**

Component 5: Implementation Strategies

Component 5 Tasks

5.1: Implementation Strategies

Lead: MIG/EPS/F&P

The MIG Team will develop a plan implementation framework to address high level initiatives and actions items to move the plan forward. The strategies will be categorized under three groups: regulatory and policy tools, investments, and partnerships. The implementation framework will be developed for both areas of change and stability with unique approaches to each context. For areas of change, the analysis of readiness performed in previous tasks will provide categories for distinct areas that are grouped by readiness/development maturity. This construct will allow specific implementation approaches to be developed for each category. A framework for implementation of place and street types developed within previous tasks will also be created to guide actions and interventions that will be needed to achieve these place and street designations.

In addition the MIG Team will develop specific implementation frameworks and actions addressing the following. The frameworks will address roles, responsibilities, phasing, prioritization, changes to policy, incentives, etc.

- **Areas of Change and Areas of Stability**
- **Place Types for Centers, Corridors and Neighborhoods**
- **Creation of comprehensive street standards and design guidelines to help implement Street Typologies and Enhanced Transit Corridors**
- **Infrastructure funding:**
 - **Identifying new funding mechanisms for multi-modal transportation infrastructure**
 - **Utilizing the guidance of Blueprint Denver and the other citywide plans to strategically guide key funding allocations such as the CIP budget and bond initiatives**
- **Potential changes to the Denver Zoning Code to implement important plan strategies related to:**

- Place Types, including urban design and building form
 - Affordability
 - Needs for industrial uses and spaces for the “maker” industry
- Plan evolution over time and the connection to upcoming neighborhood plans through NPI

5.2: Coordination with Other Citywide Plans

Lead: MIG

While coordination with the other City-wide plans will be critical throughout the planning process, it will perhaps be most important in the implementation strategy component of each plan. The MIG Team will work closely with CPD staff and the other consultant teams to ensure that Implementation Strategies are well orchestrated and coordinated. A particular emphasis will be on identifying focus areas and areas (topical and geographical) where multiple plans are suggesting change and/or action.

5.3: Measuring Our Success

Lead: MIG

The MIG Team will develop plan success measurements including development indicators and goals to allow on-going tracking of plan progress and success. This will include establishing City-wide land use and transportation metrics to allow for on-going tracking. Development of metrics should be coordinated with scenario modeling performed by WLC, CA and DRCOG, as well as with other citywide plans since many metrics may be relevant across more than one plan. The development of performance indicators and evaluation criteria will be an ongoing process throughout the planning effort. A particular emphasis will be on developing performance measurement indicators that can rely on existing data and/or data sources.

The measurement of success should be communicated on an ongoing basis after completion of the plan and shared with key stakeholders and the broader community by way of an online dashboard that resides on the City website and/or in the E-Plan (described below). The MIG Team will also work with CPD staff to develop a mechanism to report on future opportunities to key decision makers on a regular basis. It is expected that this will include an annual progress report or something similar that can be used as a reporting and communications tool moving forward.

5.4: Keeping It Current

Lead: MIG

The MIG Team will work closely with CPD staff to identify a process, likely in combination with CPD’s proposed Neighborhood Planning initiative, to keep BPD and the supporting analysis documents current for years after BPD adoption. It is expected that CPD staff will play a lead role in identifying a process to fulfill this goal, with the MIG Team playing an advisory role.

Component 5 Deliverables

5.5: Implementation Strategies Summary Memo

5.6: Performance Metrics Summary (in Presentation Format)

5.7: Performance Metrics Dashboard Mock-Up (design, look and feel)

5.8: Sample Annual Progress Report Format

Component 5 CPD Responsibilities

- **Facilitate and contribute to coordination with other Citywide plans**
- **Communicate measurements of MIG Team and Plan success**
- **Contribute to developing a mechanism to report on future opportunities to key stakeholders/decision-makers**

- **Contribute to identifying a process to keep the Plan and the supporting analysis documents current**

Component 6: Development of the Draft Plan

Component 6 Tasks

6.1: Plan Draft

Lead: MIG

1. **Guiding Principles** – The MIG Team will refine the guiding principles developed earlier in the planning process and packaged in an aesthetically pleasing and user-friendly manner.
2. **Framework Plan and Draft Maps**
 - i. **Text:** After establishing the guiding principles and initial strategies in Component #3, the MIG Team will prepare a Framework Plan that summarizes the key plan strategies including Areas of Change/Areas of Stability methodology, place types and street typology categorization. The Framework Plan will form the basis of the first draft of the plan. It is a high-level summary that can be used in public outreach to illustrate the basic framework of the updated Blueprint Denver.
 - ii. **Draft Maps:** The framework plan will include the first drafts of maps showing key concepts – Areas of Change/Areas of Stability, place types, street typologies, and enhanced transit corridors. These maps will be shared with the public for review and comment.
 - iii. **Plan Layout:** The MIG Team will provide guidance to CPD staff for Plan layout and graphic design options. The Plan layout will consider opportunities to develop a common format and presentation with other on-going citywide planning efforts.
3. **First Draft of Plan** – The MIG Team will compile an Administrative Draft Plan including charts, maps, figures, etc. The Administrative Draft Plan will be in a Word-based text format and an associated PDF document will contain associated graphics. CPD staff will provide maps and select plan narrative for key topics including land use, street typology, and Areas of Change/Stability. CPD staff will review the entire draft plan and provide comments to the MIG Team to incorporate in a public draft plan. The draft will be available for review and comment by the public and key groups including the Blueprint Denver Task Force, the Community Advisory Committee, the Denver Planning Board and City Council's Neighborhoods and Planning Committee.
4. **Development of E-Plan** – MIG's team of in-house graphic designers, web engineers and technical writers are communication specialists and will use innovative tools to create a living document that can be a dynamic option for tracking progress, keeping in touch with stakeholders during plan implementation, and maintaining project momentum. MIG will develop the comprehensive plan in an interactive electronic platform, such as MIG's "TownSquare" software. A first step when initiating E-Plan development will be to determine the best electronic platform, the hosting entity and arrangement and a plan for long-term maintenance. The E-Plan will be the intellectual property of CCD. MIG will train relevant CCD staff in the use of the software and enable staff to make edits as needed. The document will comply with the all federal, state, and local laws, rules and regulations.

5. **Coordination on Print Version Plan Document** – The MIG Team will work closely with CPD staff to provide content, review and comment for the CPD-led development of the print version of the Blueprint Denver Update final plan.

Component 6 Deliverables

6.2: Guiding Principles in Graphically Pleasing Format

6.3: Plan Framework

6.4: MIG Team Contributions to Plan Narrative Text and Graphics

6.5: Draft and Final E-Plan

Component 6 CPD Responsibilities

- **Determine, with MIG Team guidance, plan layout and graphic design**
- **Review and provide comments on Draft Plan and subsequent drafts leading up to the final plan**
- **Approve final plan and E-Plan**
- **Participate in software training for E-Plan management**

Component 7: Plan Adoption

Component 7 Tasks

7.1: Advise on Strategy

Lead: MIG

CPD staff will lead the Plan adoption process, including any final refinements to the plan content and plan maps as well as preparing and delivering presentations to Planning Board, Council Committee, and City Council. The MIG Team will advise on strategy throughout the adoption process.

7.2: Address Key Issues and Audiences

Lead: MIG

MIG will be available to assist CPD staff in addressing key issues and audiences throughout the adoption process. MIG's contributions will be commensurate with the level of effort indicated in the cost estimation developed in conjunction with this work plan.

7.3: Attend Public Hearings and Presentations

Lead: MIG

MIG will attend public hearings/presentations and co-present with CPD and other CCD staff or be available to answer questions that may arise throughout the adoption process. MIG will be available to support and/or co-present at up to six public meetings/hearings with elected and/or appointed officials or other groups as deemed appropriate.

Component 7 Deliverables

7.4: Portions or Entire Presentations

Component 7 CPD Responsibilities

- **Lead the Plan adoption process**
- **Address key issues and audiences with MIG assistance**
- **Attend and co-present at public hearings/presentations**

SCOPE AND BUDGET ASSUMPTIONS

The following assumptions were used to develop the scope of work and associated budget:

1. For the BPD Update, the MIG Team will create an administrative draft, a stakeholder review draft and a final draft. For all other deliverables, the MIG Team will provide an administrative draft and a final draft.
2. CPD staff will provide a single, consolidated set of substantive edits for each draft document prepared for this project. All comments between commentators must be resolved by the client before providing the comments to the MIG Team. The consultant team will complete one round of edits based upon substantive client comments on each document (i.e. Administrative Draft, Public Review Draft, etc.). Subsequent edits, such as changes to grammar, punctuation, word choice, etc., will be consolidated to the degree possible.
3. The level of effort for each task is specifically identified in the project budget. During the planning process, MIG will provide a single, digital copy of all products and materials prepared for the update process with the exception of the Final Plan report. For the Final Plan report, the MIG Team will provide web mock-ups, administrative demo pages and a final E-Plan website.
4. Except as listed below, the budget assumes that CCD will be responsible for all printing, packaging and mailing costs related to the project, including materials for public workshops, Task Force Meetings, CTT meetings, meeting notices, and any copies of draft or Final Plan for the public. MIG will invoice the client for internal printing and plotting of proofs and internal copies of work products.
5. The CPD will provide the consultant with a complete and up-to-date GIS database that includes all of the existing conditions in the CPD necessary for the planning and design process. Our scope and budget assumes that the information will be up-to-date and any cleanup work will be completed by the client.
6. The MIG Team assumes that all data and information provided by CCD staff is accurate and reliable. Time spent to revise work based on inaccurate or incomplete information is not included in the scope of work or budget. Any corrections or cleanup work will be completed by the client.
7. CCD staff will provide MIG with information, data, responses, and review in a timely manner that does not delay the process.
8. The BPD Update process is assumed to take no more than 18-26 months from contract execution through adoption of the final document. Delays extending the process beyond 26 months caused by the client, outside agencies or others outside of the MIG Team's direct control may require a scope and budget amendment.
9. CPD staff will be responsible for all logistics related to meetings, workshops and hearings. This includes but is not limited to: mailings, meeting organization, finding and securing facilities. MIG will provide refreshments.

EXHIBIT B
RATES/BUDGET

preliminary cost estimate

		MIG Hours	MIG Labor Costs	Fehr and Peers Hours	Fehr and Peers Labor Costs	Calthorpe Analytics Hours	Calthorpe Analytics Labor Costs	EPS Hours	EPS Labor Costs	Total Sub Hours	Total Sub Labor Costs	Total MIG Team Hours	Total MIG Team Labor Costs	Direct Costs	Total Costs
Component 1	Project Management														
1.1	Finalize Scope, Budget and Schedule	7	\$1,015	0	\$0	0	\$0	0	\$0	0	\$0	7	\$1,015		\$1,015
1.2	Project Management Plan	4	\$610	0	\$0	0	\$0	0	\$0	0	\$0	4	\$610		\$610
1.3	Weekly Coordination Meeting and Calls	160	\$26,400	0	\$0	8	\$1,800	0	\$0	8	\$1,800	168	\$28,200		\$28,200
1.4	Monthly Progress Reports	54	\$5,670	27	\$3,780	0	\$0	0	\$0	27	\$3,780	81	\$9,450		\$9,450
1.5	Ongoing Project Coordination and Communication	64	\$10,480	28	\$5,940	20	\$3,720	0	\$0	48	\$9,660	112	\$20,140		\$20,140
1.6	Ongoing Coordination with Other Citywide Plans	74	\$10,150	28	\$5,940	0	\$0	0	\$0	28	\$5,940	102	\$16,090		\$16,090
	<i>Total Component 1</i>	363	\$54,325	83	\$15,660	28	\$5,520	0	\$0	111	\$21,180	474	\$75,505	\$0	\$75,505
Component 2	Public Outreach and Engagement														
2.1	Citywide Planning Communication Strategy Support	26	\$3,850	8	\$1,740	0	\$0	0	\$0	8	\$1,740	34	\$5,590		\$5,590
2.2	Public Engagement Strategy Creation and Execution (organized by geography)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
	2.2.1 Registered Neighborhood Organizations (RNOs)	64	\$7,470	10	\$1,710	0	\$0	0	\$0	10	\$1,710	74	\$9,180	\$750	\$9,930
	2.2.2 Intercept Events and Pop-Up	76	\$8,490	4	\$480	0	\$0	0	\$0	4	\$480	80	\$8,970	\$2,000	\$10,970
	2.2.3 Outreach Toolkit and Staff/Volunteer Training	68	\$7,250	4	\$480	0	\$0	0	\$0	4	\$480	72	\$7,730	\$1,600	\$9,330
	2.2.4 Mobile Outreach - The Plan Van and/or Mobile Parklet	54	\$6,520	4	\$480	0	\$0	0	\$0	4	\$480	58	\$7,000	\$0	\$7,000
2.3	Key Stakeholders and External Audiences	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
	2.3.1 Blueprint Denver (BPD) Task Force (TF)	140	\$19,980	42	\$8,910	0	\$0	16	\$3,360	58	\$12,270	198	\$32,250	\$4,800	\$37,050
	2.3.2 Community Think Tank (CTT)	156	\$21,980	28	\$6,240	0	\$0	16	\$3,360	44	\$9,600	200	\$31,580	\$2,800	\$34,380
	2.3.3 Focus Groups	80	\$9,680	24	\$3,600	0	\$0	12	\$2,340	36	\$5,940	116	\$15,620	\$200	\$15,820
	2.3.4 General Public	208	\$26,900	24	\$3,600	0	\$0	16	\$3,120	40	\$6,720	248	\$33,620	\$5,500	\$39,120
2.4	Establish Guiding Principles	25	\$2,935	40	\$6,360	0	\$0	0	\$0	40	\$6,360	65	\$9,295		\$9,295
	<i>Total Component 2</i>	897	\$115,055	188	\$33,600	0	\$0	60	\$12,180	248	\$45,780	1145	\$160,835	\$17,650	\$178,485
Component 3	Information Gathering and Analysis														
3.1	Existing Conditions Report	46	\$4,910	52	\$8,040	0	\$0	44	\$7,260	96	\$15,300	142	\$20,210		\$20,210
3.2	Local and Regional Planning Context	34	\$4,210	52	\$7,260	0	\$0	12	\$2,040	64	\$9,300	98	\$13,510		\$13,510
3.3	Blueprint Denver 2002 Implementation Diagnostic	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
	3.3.1 Land Use/Area of Change/Area of Stability Analysis	60	\$6,700	0	\$0	20	\$3,180	12	\$6,360	32	\$9,540	92	\$16,240		\$16,240
	3.3.2 Transportation/Street Typology/Enhanced Transit Corridors Analysis	20	\$2,600	72	\$10,980	24	\$3,680	8	\$1,380	104	\$16,040	124	\$18,640		\$18,640
	3.3.3 Land Use and Transportation Analysis	30	\$3,730	68	\$9,960	20	\$3,180	6	\$990	94	\$14,130	124	\$17,860		\$17,860
3.4	Implications of Future Demand and Trends	0	\$0	0	\$0	0	\$0	48	\$8,520	48	\$8,520	48	\$8,520		\$8,520
3.5	Scenario Analysis	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
	3.5.1 WLC Exploratory Scenario Planning Coordination (Exploratory)	14	\$1,670	26	\$3,870	8	\$1,340	8	\$1,560	42	\$6,770	56	\$8,440		\$8,440
	3.5.2 Scenario Planning Modeling and Analysis (Normative)	40	\$5,680	54	\$8,970	544	\$83,100	48	\$8,520	646	\$100,590	686	\$106,270		\$106,270
	<i>Total Component 3</i>	244	\$29,500	324	\$49,080	616	\$94,480	186	\$36,630	1126	\$180,190	1370	\$209,690	\$0	\$209,690
Component 4	Plan Strategies														
4.1	Plan Strategy: Areas of Change/Areas of Stability	124	\$14,060	48	\$8,100	0	\$0	24	\$4,260	72	\$12,360	196	\$26,420		\$26,420
4.2	Plan Strategy: Multimodal Transportation	86	\$9,510	156	\$23,400	0	\$0	0	\$0	156	\$23,400	242	\$32,910		\$32,910
4.3	Plan Strategy: Land Use Categorization and Map Update	52	\$5,320	0	\$0	0	\$0	24	\$4,260	24	\$4,260	76	\$9,580		\$9,580
4.4	Plan Strategy: Land Use and Transportation Building Blocks Evaluation (Place Types)	256	\$28,120	152	\$25,260	0	\$0	24	\$4,260	176	\$29,520	432	\$57,640		\$57,640
	<i>Total Component 4</i>	518	\$57,010	356	\$56,760	0	\$0	72	\$12,780	428	\$69,540	946	\$126,550	\$0	\$126,550

preliminary cost estimate

		MIG Hours	MIG Labor Costs	Fehr and Peers Hours	Fehr and Peers Labor Costs	Calthorpe Analytics Hours	Calthorpe Analytics Labor Costs	EPS Hours	EPS Labor Costs	Total Sub Hours	Total Sub Labor Costs	Total MIG Team Hours	Total MIG Team Labor Costs	Direct Costs	Total Costs
Component 5	Implementation Strategies														
5.1	Implementation Strategies	66	\$7,530	42	\$8,610	0	\$0	52	\$9,120	94	\$17,730	160	\$25,260		\$25,260
5.2	Coordination with Other Citywide Plans	14	\$2,040	6	\$1,230	0	\$0	0	\$0	6	\$1,230	20	\$3,270		\$3,270
5.3	Measuring Our Success	12	\$1,920	0	\$0	0	\$0	24	\$4,320	24	\$4,320	36	\$6,240		\$6,240
5.4	Keeping It Current	10	\$1,510	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,510		\$1,510
	<i>Total Component 5</i>	102	\$13,000	48	\$9,840	0	\$0	76	\$13,440	124	\$23,280	226	\$36,280	\$0	\$36,280
Component 6	Development of the Draft Plan														
6.1	Plan Draft	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0
	6.1.1 Guiding Principles	25	\$3,125	0	\$0	0	\$0	0	\$0	0	\$0	25	\$3,125		\$3,125
	6.1.2 Framework Plan and Draft Maps	84	\$10,300	0	\$0	0	\$0	0	\$0	0	\$0	84	\$10,300		\$10,300
	6.1.3 First Draft of Plan	144	\$16,680	30	\$5,130	0	\$0	0	\$0	30	\$5,130	174	\$21,810		\$21,810
	6.1.4 Development of E-Plan	30	\$3,350	0	\$0	0	\$0	0	\$0	0	\$0	30	\$3,350	\$3,500	\$6,850
	6.1.5 Adoption Draft of Plan	26	\$2,990	0	\$0	0	\$0	0	\$0	0	\$0	26	\$2,990		\$2,990
	<i>Total Component 6</i>	309	\$36,445	30	\$5,130	0	\$0	0	\$0	30	\$5,130	339	\$41,575	\$3,500	\$45,075
Component 7	Plan Adoption														
7.1	Advise on Strategy	24	\$4,160	0	\$0	0	\$0	0	\$0	0	\$0	24	\$4,160		\$4,160
7.2	Address Key Issues and Audiences	34	\$4,590	0	\$0	0	\$0	0	\$0	0	\$0	34	\$4,590		\$4,590
7.3	Attend Public Hearings and Presentations	8	\$1,320	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,320		\$1,320
	<i>Total Component 7</i>	66	\$10,070	0	\$0	0	\$0	0	\$0	0	\$0	66	\$10,070	\$0	\$10,070
	<i>Administrative Fee for Sub and Direct Expenses (5%)</i>														\$18,313
		2,499	\$315,405	1029	\$170,070	644	\$100,000	394	\$75,030	2,067	\$345,100	4,566	\$660,505	\$21,150	\$699,968



MIG Team Rate Schedule

STAFF AND TITLE	HOURLY RATE
MIG, Inc.	
Chris Beynon, <i>Principal-in-Charge</i>	\$230
Jay Renkens, <i>Project Manager</i>	\$160
Chris Ryerson, <i>Deputy Project Manager</i>	\$120
Mukul Malhotra, <i>Urban Design</i>	\$210
Esmeralda Garcia, <i>Senior Facilitator and Community Planning</i>	\$175
Jamillah Jordan, <i>Facilitation Outreach</i>	\$125
Chase Mullen, <i>Visualization Specialist</i>	\$130
Philip Myrick, <i>Placemaking Expert</i>	\$190
Laura Moran, <i>Environmental Expert</i>	\$195
Steve Kokotas, <i>Director of Technology</i>	\$175
<i>Project Associate</i>	\$100
<i>Junior Associate</i>	\$85
<i>Production and Administrative Staff</i>	\$80
Fehr & Peers	
<i>Principal Transportation Planner</i>	\$195-\$325
<i>Senior Associate</i>	\$200-\$310
<i>Associate</i>	\$130-\$210
<i>Senior Engineer/Planner</i>	\$140-190
<i>Engineer/Planner</i>	\$110-\$145
<i>Senior Technical Support</i>	\$125-175
<i>Technician</i>	\$105-\$135
<i>Administrative Support</i>	\$100-140
<i>Intern</i>	\$80-95
Calthorpe Analytics	
Joe DiStefano, <i>Principal Land Use Analyst</i>	\$250
Nicholas Wilson, <i>Land Use Analyst</i>	\$180
Erica Lew, <i>Land Use Analyst</i>	\$170
Koshy Thomas, <i>Analyst</i>	\$150
Brock Hicks, <i>Analyst</i>	\$150
Kelan Stoy, <i>Analyst</i>	\$150
<i>Planning Intern</i>	\$75
Economic Planning Systems	
Andrew Knudsten, <i>Principal Economic Analyst</i>	\$225
Matt Prosser, <i>Senior Economic Analyst</i>	\$180
Tim Morzel, <i>Economic Analyst</i>	\$150
<i>Research Analyst II</i>	\$100
<i>Research Analyst I</i>	\$80
<i>Production and Administrative Staff</i>	\$80

EXHIBIT C
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2016

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: jlusk@dealeyrenton.com	FAX (A/C, No): 510 452-2193													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co. of Conn</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C : Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER D : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co. of Conn	25682	INSURER B : Travelers Property Casualty Co	25674	INSURER C : Sentinel Insurance Co. LTD	11000	INSURER D : ACE American Insurance Company	22667	INSURER E :		INSURER F :
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INSURED
 Moore Iacofano Goltsman, Inc.
 800 Hearst Ave.
 Berkeley, CA 94710

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802G239267	08/31/2015	08/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA2G258325	08/31/2015	08/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CUP2G258454	08/31/2015	08/31/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	57WEDD8525	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			G21656434012	07/01/2015	07/01/2016	\$2,000,000 per claim \$2,000,000 annl aggr.

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

General Liability policy excludes claims arising out of the performance of professional services.
 Note: 30 days notice of cancellation will be given except 10 days for non-payment.
 RE: Community Planning & Development Blueprint Denver Project
 City and County of Denver is named as Additional Insured as respects General Liability and Auto Liability coverages. Waiver of Subrogation applies to Workers' Compensation.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 201 West Colfax Avenue
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Insured: Moore Iacofano Goltsman, Inc.

Policy Number: 57WEDD8525

Effective Date: 04/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

PERSON(S) OR ORGANIZATION(S) CONT.: City and County of Denver

City and County of Denver
201 West Colfax Avenue
Denver, CO 80202

Countersigned by 
Authorized Representative