A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the "City") and **HDR ENGINEERING, INC**., a Nebraska corporation registered to do business in Colorado, whose address is 1917 S. 67th St, Omaha, NE 68106 (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 the Department of Transportation and Infrastructure, ("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, Scope of Work,** to the City's satisfaction.

b. The City wishes to secure consulting services which may include program management, project management, and related services to support the Welton Corridor Study which will identify transportation, safety, and transit improvements along Welton Street in Five Points;

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

d. 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 June 1, 2026, and will expire on June 1, 2028 (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. 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. **Budget.** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B.**

b. **Reimbursable Expenses:** Except for those reimbursable expenses specifically identified in **Exhibit B** or approved in writing by the City reasonably related to or necessary for the Consultant's services, all other expenses shall be included in the Consultant's fee and will not be reimbursed hereunder. The Maximum amount to be paid for all reimbursable expenses under this agreement is **TWENTY-EIGHT THOUSAND, EIGHT HUNDRED NINETY-TWO DOLLARS AND NO CENTS ($28,892.00)** unless an additional amount is approved by the Director or his designee in writing, subject to the Maximum Contract Amount stated herein. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Consultant's maximum fee amount accordingly.

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 **NINE HUNDRED SIXTY-FOUR THOUSAND DOLLARS AND NO CENTS ($964,000.00)** (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.

e. **<u>Compliance with Denver Wage Laws</u>**: To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

5. **<u>STATUS OF CONSULTANT</u>:** 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 Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **<u>TERMINATION</u>:**

a. The City has the right to terminate the Agreement with cause after providing written notice of default allowing Consultant an opportunity to cure such default within thirty (30) days, or such other reasonable amount of time as agreed to in writing by the parties. If the Consultant fails to cure within the cure period provided, the City upon written notice may terminate the Agreement immediately. The City has the right to terminate the Agreement without cause upon thirty (30) 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. RTD/DENVER INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS BINDING ON SUBCONTRACTORS: Consultant acknowledges that the services to be performed hereunder will be funded by the federal government pursuant to an Intergovernmental Agreement between the City and RTD (the "IGA"). Consultant has received and reviewed a copy of the IGA, including its attached FTA Terms and Conditions and the Federal Certifications and Assurances applicable to the IGA, and finds the terms and conditions stated therein to be acceptable. Consultant agrees to be bound to the City for all those obligations under the IGA as the City is bound to RTD under the IGA. All terms and provisions in the IGA, the FTA Terms and Conditions and the Federal Certifications and Assurances that are applicable to the Consultant and the work are incorporated by reference, in their entirety, herein. Should there be a conflict between the IGA and this Agreement, the terms of the IGA shall control. Consultant agrees to cooperate with RTD and the City in providing any information requested by RTD or the City for grant reporting purposes.

8. FEDERAL TRANSIT ADMINISTRATION ("FTA") REQUIRED PROVISIONS: This Agreement includes, and Consultant shall comply with the FTA Required Provisions attached as **Exhibit C (Federally Required Terms and Conditions)** as well as other Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Agreement. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1G, and the FTA Master Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down to any third-party contract that is funded in whole or in part with U.S. DOT assistance.

9. **DISADVANTAGED BUSINESS ENTERPRISE:** This Agreement is subject to 49 C.F.R. Part 26. Therefore, Consultant must satisfy the requirements for Disadvantaged Business Enterprise ("DBE") participation as set forth in this Agreement. These requirements are in addition to all other equal opportunity employment requirements of this Agreement.

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

11. **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.

12. **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, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required 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. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, 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. 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. **<u>Proof of Insurance</u>:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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. **<u>Additional Insureds</u>**: For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and Count

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__:** Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **__Workers' Compensation and 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.

g. **__Commercial General Liability__:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

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

13. **__COLORADO GOVERNMENTAL IMMUNITY ACT__:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

14. **__DEFENSE AND INDEMNIFICATION__:**

a. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

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

15. 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.

16. 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 subconsultant, subcontractor or assign.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. **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 the Department of Transportation and Infrastructure or Designee
205 W. Colfax Avenue, Dept 608
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.

23. **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.

24. **GOVERNING LAW; VENUE:** **[NOT NEGOTIABLE]** 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).

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

26. 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.

27. 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.

28. 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.

29. ORDER OF PRECEDENCE: This Agreement consists of Sections 1 through 36, which precede the signature page, and the following attachments, which are incorporated herein and made a part hereof by reference:

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Federally Required Terms and Conditions

Exhibit D – Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 36 and the listed attachments, or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which provision shall control to resolve such conflict, is as follows, in descending order:

Exhibit C
Sections 1 through 36
Exhibit A
Exhibit D
Exhibit B

30. <u>INTELLECTUAL PROPERTY RIGHTS</u>: 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 and shall assign such rights over to the City upon completion of the Project. 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.

31. <u>SURVIVAL OF CERTAIN PROVISIONS</u>: 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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Federally Required Terms and Conditions

Exhibit D – Certificate of Insurance

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Contract Control Number: DOTI-202684614-00
Contractor Name: HDR ENGINEERING, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: ______________________________

____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: ______________________________

REGISTERED AND COUNTERSIGNED:

By: ______________________________

By: ______________________________

Contract Control Number: DOTI-202684614-00
Contractor Name: HDR ENGINEERING, INC.

By: Signed by: R. Bradley Martin
A7F68EF26D5B48D...

Name: R. Bradley Martin
(please print)

Title: SVP
(please print)

ATTEST: [if required]

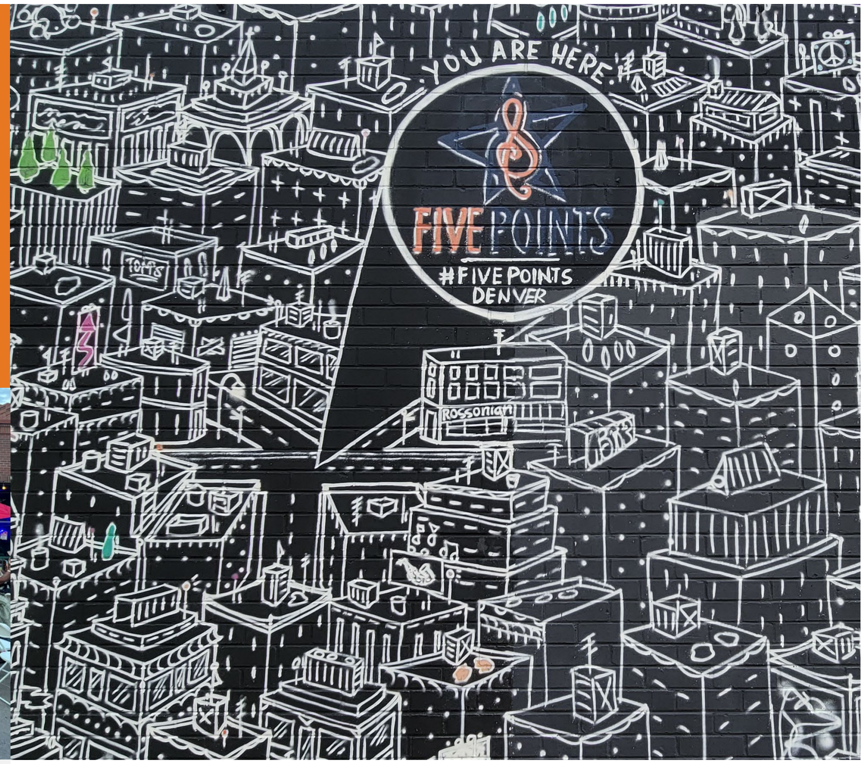
By: ______________________________

Name: ______________________________
(please print)

Title: ______________________________
(please print)

EXHIBIT A

SCOPE OF WORK



Welton Street Corridor Study

FINAL (Revised) – Scope of Services

City and County of Denver – Department of Transportation and Infrastructure

May 18, 2026

Contents

A Introduction

This document details the scope of services between the City and County of Denver – Department of Transportation and Infrastructure (DOTI) (the client) and the HDR Engineering, Inc. (HDR) (the consultant) team for detailed planning and conceptual design for the Welton Street Corridor Study. DOTI, in close coordination with project partners, will assume client management of this project.

A.I Project Context

Welton Street runs through the heart of Denver's historic black community and commercial district in the Five Points neighborhood. Today, the corridor faces challenges related to underperforming transit service, constrained public space, and rapid new development alongside the continued closure of legacy small businesses—raising concerns about cultural continuity, economic inclusivity, and the future role of transit in supporting the community. This scope of work builds on more than a decade of planning focused on revitalizing the corridor and completing the FasTracks Central Rail Extension to the A-Line.

Community stakeholders have consistently expressed a vision for Welton Street as a sustainable, transit-rich, and culturally vibrant corridor that fosters both economic development and community well-being. Their vision extends beyond the completion of the L-Line extension to include comprehensive improvements to Welton Street's physical infrastructure.

Welton has narrow sidewalks, one-way traffic, limited green space, and Denver's oldest light rail line, which is scheduled for a major track replacement to bring it to a state of good repair. This upcoming rail replacement presents a rare opportunity to rethink and reinvest in the corridor's public realm, aligning infrastructure upgrades with long-standing community aspirations. Community voices and this catalyst moment have prompted the launch of this study: to develop an implementable vision for Welton Street that is unconstrained by existing conditions.

This study aims to develop an actionable and forward-thinking vision for the corridor. The final outcome will identify strategies to improve transit, introduce green and public spaces, and create a welcoming streetscape that celebrates the area's cultural heritage and supports the revitalization of local businesses.

Project Priorities

- Collaborate with the community to develop a shared vision for Welton Street that supports vibrancy for residents and visitors while honoring the corridor's cultural heritage.
- Promote multimodal transportation options that prioritize walking, biking, and transit use.

- Identify a preferred transit mode and alignment that considers connectivity to downtown Denver and the 38th & Blake A-Line station.
- Integrate green infrastructure and public spaces that are inviting for people, functional for stormwater management, and have a clear maintenance strategy.

Study Area

As part of this scope of services, the project team will verify the limits of the proposed primary and secondary study areas. In primary study area generally includes:

- Welton Street – Broadway to Downing (30th & Downing Station): This segment will be the focus for full-scope corridor visioning, alternatives development, and feasibility analysis.
- Downing Street – Welton to Blake: This segment will be evaluated specifically for the feasibility of potential transit alignments and alternatives.

Secondary study areas may be necessary to examine parallel corridors or provide context for these corridors within the larger City.

A.II Scope Context and General Assumptions

The subsequent sections presented in the scope of services provide details on the individual tasks, deliverables, and assumptions proposed for this contract.

Unless otherwise noted deliverables are assumed to be electronic format (native file and/or PDF). Additionally, unless otherwise noted, meetings are assumed to be virtual. The consultant team will be flexible for select in person meetings where this is preferred (TBD).

A.III Project Duration

This scope of services is anticipated to be approximately 18 months from notice to proceed. A detailed schedule will be developed as part of the project management task upon approval of this contract.

1 Task 1: Project Management

The Consultant will coordinate directly with DOTI staff on the overall management of the project. In general, Project Management activities will include the tasks detailed below.

1.1 Project Management Plan

Consultant shall develop a Project Management Plan including (but not limited to):

- Detailed project schedule and bi-monthly updates (as necessary). The schedule will be sufficiently detailed with top tasks and key subtasks.
- Detailed project fee/budget.

- Documentation of concurrent projects, including key contacts and coordination needs (most notably Welton Streetscape Design project).
- Metrics to evaluate project progress.
- Roster of project teams, participant roles, meeting cadences, and communication protocols.
- Risk management strategy.
- Change management process.
- Protocols for documentation storage, version control, and file sharing.
- QA/QC plan detailing deliverable internal review procedure, comment tracking, response strategies, and accessibility compliance for all public-facing documents.
- Unless otherwise noted, final deliverables are assumed to have one draft and one final review by DOTI.

1.2 Project Coordination and Meetings

Consultant shall establish and engage a Project Management Team (PMT) and Technical Advisory Committee (TAC). The TAC is further detailed in Task 2.3. Consultant shall prepare, coordinate, and host meetings for these team including a kick-off meeting, TAC meetings, monthly PMT meetings, biweekly check-ins with the City Project Manager, and other meetings as needed. Consultant will be responsible for development of meeting agendas and follow-up meeting notes and action items. PMT and other coordination meetings are assumed to be virtual (unless otherwise noted). The first PMT meeting will host the project kickoff with key consultant and client staff.

1.3 Progress Reporting

Consultant shall submit monthly progress reports with invoices summarizing completed and ongoing work, upcoming milestones, completion rates by task, and risk assessments including any mitigation strategies.

1.4 Project Closeout

The Consultant will conduct appropriate closeout activities at the completion of the project to transfer files and final deliverables to the client.

1.5 Deliverables (draft and final)

- Project Management Plan (PMP) provided within two weeks of NTP.
- Monthly progress reports and invoices provided within one month of previous month’s work.
- Meeting agendas and notes provided with one business day of meetings.

2 Task 2: Community and Stakeholder Engagement

2.1 Stakeholder Engagement Plan

The consultant will develop a Stakeholder Engagement Plan building on pre-contract efforts, defining the team's proposed engagement frameworks (Commitment Circle, Community Based Outreach Partners (CBOP), Paired for Progress, and user profiles). The Stakeholder Engagement Plan will include four engagement phases: 1) Existing Conditions, 2) Alternative Analysis 1 (Preferred Concept), 3) Alternative Analysis 2 (Refining the Preferred Concept), and 4) Concept Design & Final Recommendations.

The engagement plan shall further define phases, levels, activities, and success metrics, and shall be developed in accordance with the DOTI Office of Community & Business Engagement (OCBE) Community Engagement Guide. The plan shall build upon prior efforts and reflect community input gathered through previous engagement processes.

Consultant shall track and report engagement metrics, including attendance, demographic information, and key themes identified during outreach. Contingency actions will be defined in the plan to accommodate adjustments in engagement activities in response to unforeseen needs. The Consultant shall include engagement methods to engage historically underrepresented populations to provide input opportunities across a diversity of community voices.

Consultant shall develop a messaging framework and narrative strategy to support media relations, stakeholder communication, and coordination with grassroots organizations.

2.2 Language Access and Accessibility

Engagement activities will comply with DOTI's Language Access Plan (LAP), the Americans with Disabilities Act (ADA), and the Colorado Accessibility Law. The Consultant shall collect data on translation and interpretation services, including the number of individuals served, the types of services provided, and the languages represented.

The Consultant shall provide Spanish translation/interpretation services as necessary for public meetings (virtual and in-person), final engagement materials (as necessary), and final vital documents—defined as materials (paper or digital) that are critical for accessing services, programs, or benefits, or that are legally required (as requested).

In support of deaf and hearing impaired stakeholders, DOTI will provide Communication Access Realtime Translation (CART) services, as necessary.

The consultant will address 508 accessibility and ADA requirements for all final public-facing materials consistent with DOTI policies.

2.3 Engagement Groups and Outreach

Commitment Circle

The consultant will convene the Commitment Circle — a stakeholder group of agency decision-makers whose support will be essential for being able to deliver on the outcomes of this work. Attendees will be determined in consultation with the project leadership, but those for consideration include:

- DOTI.
- Mayor's Office.
- RTD Board and RTD leadership.
- City Council.
- Others to be determined.

The consultant will facilitate up to twelve (12) Commitment Circle meetings. The consultant will develop agenda, document outcomes, prepare event summaries, and coordinate partner attendance with DOTI.

Paired for Progress

The consultant will design, facilitate, and manage the Paired for Progress program, which matches residents — renters, transit advocates, mobility-dependent community members, and small business owners — with project team members to turn community concerns into actionable options. The consultant will lead one (1) project team training session and provide ongoing program coordination. DOTI will provide supporting staff for Paired for Progress sessions. The consultant will provide translation services, as necessary.

Community Advisory Group (CAG)

The consultant will plan, execute, and facilitate up to eight (8) CAG meetings at key milestones, with up to two (2) meetings per engagement phase. The CAG is an existing group; however, the membership will be re-confirmed in consultation with the project leadership. The CAG will continue to serve as a key public facing group for project input at the community/community organization based level. CAG members are anticipated to serve as information distribution partners. At least four (4) CAG meetings will be held in person and four (4) will be virtual.

Technical Advisory Committee (TAC)

The consultant will plan, execute, and facilitate up to five (5) TAC meetings, timed to align with major project deliverables (existing conditions memo, alternatives analysis memo, concept design, final plan, and related milestones). In general, the TAC is anticipated to be a staff level group, aimed at providing technical guidance and input as the project progresses. TAC membership will be determined in consultation with the project leadership but may include various City department representatives and other relevant agency delegates (RTD, etc.). The primary purpose of this group is to review project materials/recommendations and provide guidance/decisions at key milestones in the project. Meetings are assumed to be virtual.

Business Outreach

The consultant will conduct up to ten (10) one-on-one meetings with business owners to be timed with community canvassing (to maximize reach). These are anticipated to be no longer than two hours each with one to two staff in attendance. Business community outreach may include building understanding and trust through direct meetings with business organizations or individuals, sharing of information at key milestones, and supporting business community input at project milestones. Outreach activities are anticipated to include two consultant team staff for a duration of two hours each. Spanish translation services will be provided, as necessary. The formal structure and goals of the business outreach activities will be further defined through the Stakeholder Engagement Plan.

Leadership Briefings

The consultant shall support up to eight (8) executive briefings with City Council, the RTD Board, or other DOTI or RTD leadership at project milestones. DOTI staff will take the lead on these briefings, with the consultant in a support role. Communications materials (typically presentation decks) will be developed by the consultant with relevant information and messaging. The final mix of leadership briefings will be determined in consultation with project leadership to provide flexibility as the project progresses.

Community-Based Outreach Partners (CBOPs)

The consultant will coordinate with up to three (3) community-based organization partners (CBOP) to reach residents who would not otherwise participate in our engagement efforts. Our CBOPs are anticipated to be established non-profit organizations who are willing to serve as communications liaisons on behalf of the project. They will leverage their community connections and influence to help the consultant collect community input and feedback. The consultant will prepare CBOPs with appropriate materials and direct the timing of their outreach to residents at specific times where community input is needed. CBOPs will be given sponsorship agreements with clear deliverables (distribute project e-newsletter updates) to receive payment for their outreach efforts to be defined in consultation with DOTI.

2.4 Community Meetings and Materials

Focus Groups and User Profiles

The consultant will conduct up to three (3) focus groups coinciding with key study milestones. Focus groups are assumed to be up to ten (10) participants each meeting. Focus groups may be virtual or in-person depending on the desire of the participants. At least one (1) focus group will represent transit-riders with breakout discussions for each user profile group to discuss what matters most to them.

Up to eight (8) user profile individuals will be engaged (organized into one of four category groups). The user profile process will document the group's interests and motivations as they relate to the project. The goal of each user profile group is to create a relatable summary of interested stakeholders, corridor users, local residents, or interest group members as a method for community outreach/materials.

Community Canvassing

Ahead of each of the four (4) engagement phases, the consultant will coordinate flyering of project materials for the Welton Street and Downing Street corridors (within the study area) to promote upcoming public meetings and community input opportunities. There will be four (4) consultant staff for six (6) hours each to conduct flyering.

In-Person Community Meeting (aka Community Meal)

The proposed in-person community meeting is envisioned as a 'community meal' with conversations. The consultant will plan, execute, and facilitate one (1) in-person community meetings/community meals. Timing of the in-person community meeting will be determined in consultation with DOTI. This meeting is envisioned as up to three (3) hours each with up to five (5) consultant support staff. This includes planning of logistics, venue, meeting materials, meals/refreshments for up to 75 people per meeting. The goal will be to cater simple meals from local corridor vendors. Meeting materials will include up to eight (8) project information boards or plots; fact sheets (or similar); questionnaires. Boards and materials will be translated to Spanish (or bilingual depending on format). The team will also provide facilitators, childcare (or a kids' zone where parents are responsible for oversight), food and interpretation for the meeting as expenses. It is assumed the City will support the identification of meeting free venues within the study area (schools, libraries, etc.) including necessary tables and chairs. The consultant will coordinate with the City to provide the necessary audio/visual equipment (depending on what is available at the venue).

Virtual Community Meetings

The consultant will plan, execute, and facilitate three (3) virtual community meetings. Timing of this meeting will be determined in relation to the in-person community meetings in consultation with the project's leadership. This virtual meetings are anticipated to be one (1) to two (2) hours maximum. The format is assumed to be an online presentation via TEAMS, Zoom, or similar format with up to three (3) consultant staff presenting/facilitating. The slide deck will be translated into Spanish (or bilingual depending on format). The meetings can include online polling (via TEAMS, Zoom, or other relevant software available to DOTI). The final format and agendas will be developed as part of the Stakeholder Engagement Plan.

Online Questionnaires

The consultant will develop and promote up to four (4) online questionnaires/comment forms (one per engagement phase) to collect community feedback. These forms will serve as the comment forms (focused questions) for each community meeting. Promotion will include distribution of up to four (4) social media graphics (bilingual); as well as promotion through our CBOP ambassadors, CAG, and partner social media and communications outlets (City, RTD, etc.). This information will be coordinated with DOTI's Communications team. The consultant team will analyze and summarize the results of each questionnaire.

Website, Constant Contact Email Campaigns, and Social Media

The consultant team will provide content for one (1) initial project website (replacement/refinement of the existing site content to reflect the formal start of this study). The consultant will only provide unformatted content and associated images/maps. The consultant is not responsible for formal web design, formatting, or hosting. In addition to the initial content, the consultant will provide seven (7) content updates.

The consultant will coordinate four (4) email campaigns using DOTI's in-house Constant Contact account, for which consultant staff will be set up as authorized users. Each campaign will include a series of emails promoting the upcoming engagement phase's public meetings and questionnaires. For each campaign, the consultant will also provide DOTI Communications with a coordinated social media posting schedule, including post dates and captions, for distribution through partner social media and communications outlets (City, RTD, etc.) as well as through our CBOP partner organizations and CAG. All communications will be coordinated with DOTI's Communications team.

2.5 Engagement Documentation

The consultant will prepare four (4) closed-loop engagement reports (one per engagement phase) documenting how community input shaped project decisions; as well as per-event summaries related to engagement activities. This will include a compilation of engagement demographics and success metrics for events and summaries. Each engagement report will be accompanied by a public facing executive summary document for online publication. The consultant will maintain a photo gallery for the project.

Stakeholder Database

The stakeholder database established during the pre-contract phase will be transferred to consultant at NTP and maintained monthly throughout the contract (stakeholder and engagement metrics tracking as defined by the Stakeholder Engagement Plan).

2.6 Task 2 Deliverables (draft and final)

- Stakeholder Engagement Plan (1).

- Commitment Circle event agendas/materials (as necessary)/summaries (12 meetings).
- Paired for Progress coordination, training materials/presentation deck (1).
- CBOP program materials — training guide, coordination records, and stipend documentation (1).
- CAG agendas, materials/presentation decks/summaries (8 meetings).
- TAC agendas, materials/presentation decks/summaries (5 meetings).
- Business outreach materials (as necessary)/summary notes (10 activities).
- Leadership briefing presentation decks (8 briefings)
- Focus group presentation decks/summary documents (3).
- User profiles (8).
- Community canvassing/flyers materials/summary notes (2).
- In-person community meeting/community meal:
  - Agenda, logistics plan, presentation decks, fact sheets, comment sheets, meeting summary (1 set).
  - Information boards or plots (8). Virtual community meetings agenda/presentation decks/meeting summary (1 set each meeting/3 total).
- Online questionnaires/comment sheets (4).
- Website content/updates (8).
- Email campaigns coordinated through DOTI Constant Contact (4).
- Social media graphics (4).
- Engagement reports (4).
- Photo gallery (1).
- Stakeholder database (1).

3 Existing Conditions and Situation Appraisal

Consultant shall establish a foundational understanding of existing conditions along the Welton and Downing Street corridors to inform visioning and alternatives development. This work will involve garnering a deep understanding of various past studies, as well as both technical analyses and qualitative assessments. This task will culminate with a combined Existing Conditions and Situational Appraisal memorandum to serve as a platform for transparent conversations with community about current challenges and opportunities. One formal (1) in-person site visit is assumed by two consultant staff to confirm relevant desktop data analysis.

3.1 Planning Context and Physical Conditions Review

The consultant will review and synthesize previous planning efforts including those listed below. Up to five (5) additional plans may be identified and added in consultation with the project leadership. It is assumed most plans will be scanned to identify the relevant elements/recommendations and detailed summaries are not required.

- FasTracks Plan (RTD, 2004)
- Northeast Downtown Neighborhoods Plan (City & County of Denver, 2011)
- Five Points Welton Street Marketplace Vision Plan (2011)
- Welton Corridor Technical Assistance Panel (TAP) Report (Urban Land Institute, 2011)
- Five Points Vision Plan Implementation & Revitalization Strategy (Five Points BID, 2013)
- Transit Oriented Development Strategic Plan (City & County of Denver, 2014)
- Central Rail Extension Mobility Study (RTD, 2014)
- Northeast Downtown Neighborhoods Plan: Next Steps Study (2015)
- Five Points Neighborhood Transportation Management Program Action Plan (2019)
- FasTracks Initial Unfinished Corridors Report (RTD, 2019)
- Denveright Comprehensive Plan 2040 (City & County of Denver, 2019)
  - Blueprint Denver (City & County of Denver, 2019)
  - Denver Moves: Transit (City & County of Denver, 2019)
  - Denver Moves: Pedestrians and Trails (City & County of Denver, 2019)
  - Game Plan for a Healthy City (City & County of Denver, 2019)
- Denver Moves Downtown (City & County of Denver, 2020)
- Vision Zero Action Plan (City & County of Denver, 2022)
- Denver Moves Bikes (City & County of Denver, 2024)
- Revisioning Welton Street (Five Points BID, 2024)
- Downtown Area Plan (City & County of Denver, 2025)
- Urban Forest Strategic Plan (City & County of Denver, 2024)
- DePaving a Greener Denver (City & County of Denver, 2025)
- Finishing FasTracks Report (RTD, 2025)
- Light Rail Level Boarding Feasibility Study (RTD, forthcoming)

The consultant will analyze/summarize the current available data (listed below) provided by the City and/or RTD. Up to five (5) additional data points/sources may be identified and added in consultation with the project leadership.

- Existing and future land use, noting any active developments.
- Traffic volumes, turning movement counts, and speeds.
- Projected future traffic volumes.
- Vehicle crashes and near-misses.
- Multimodal improvements such as pedestrian crossings and bike facilities.
- Parking restriction type and utilization.
- Pedestrian conditions (sidewalks, curb ramps, etc.).
- Transit ridership/ utilization data
- Utilities and stormwater infrastructure (desktop).
- Existing street cross sections.
- Known underground encroachments (adjacent landowners, RTD).
- Width of right-of-way and various cross section elements.
- Existing planned and programmed funding for transit investments within the corridor.

The product of this subtask will be incorporated into the situational appraisal memo.

3.2 Light Rail Assessment

The light rail assessment will encompass two key elements, examination of the current L-Line operation; as well as the feasibility examination of light rail along Downing Street. Scope details are provided in the following subsections.

L-Line Light Rail Performance Assessment

The consultant team will conduct a data-driven assessment of the L-Line's current and historical performance, focusing on ridership and service metrics, to evaluate its role in the corridor's current condition. The team will analyze the past and current operating plans in relation to the broader light rail network. The consultant will document maintenance needs and track replacement plans based on coordination with/information provided by RTD. The consultant will identify operational strengths, weaknesses, opportunities, and constraints to inform future corridor decisions and distinguish between real and perceived impacts of light rail service. The product of this subtask will be incorporated into the situational appraisal memo.

Downing Street Light Rail Feasibility Assessment

The consultant will conduct an operational feasibility analysis for light rail extending from 31st & Downing to 38th & Blake. This will include an examination of light rail service planning options, infrastructure options, and right-of-way constraints. The analysis will focus on service options as they relate to the current or planned service improvements and no rail modeling is assumed as part of this analysis. This task will result in a recommendation by the consultant team on the feasibility of light rail along Downing to be incorporated into future task. The consultant shall refer to previous planning efforts. It is assumed RTD's previous analyses of the corridor will be available to the team. The consultant will analyze the existing right-of-way on Downing to evaluate the cost and benefit of implementing light rail. Analysis will examine key constraints including right-of-way, conflicts with existing or planned utilities and infrastructure, property or access impacts, safety, and traffic operations at the feasibility/concept level. Updated traffic data is proposed to be collected at key intersections along Downing (see Task 5.2). No new data collection (beyond traffic) is anticipated for this task. The product of this subtask will be incorporated into the situational appraisal memo.

3.3 Economic and Business Vitality Assessment

The consultant will analyze economic conditions along the Welton corridor with emphasis on small business vitality, exploring factors such as historic redlining, real estate trends, redevelopment pressure, urban design, COVID-era impacts, financial and regulatory barriers, gentrification, and disparities in business ownership and capital access. Use available data, such as business licenses, commercial rents, vacancy rates, and conversations with small business owners, to ground findings in real-world experience. The analysis will be based on readily available information, reports, and data. Purchasing or collecting new data is not assumed. The product of this subtask will be incorporated into the situational appraisal memo.

3.4 Task 3 Deliverables (draft and final)

- Situational appraisal memorandum (including Existing Conditions, L-Line, Downing, and Economic/Business sections) (1).
- Public-facing summary document meeting accessibility requirements (1).
- Supporting datasets (e.g., GIS layers, traffic counts, ridership tables) (1).

4 Task 4: Evaluation Process, Criteria, and Alternative Scenarios Identification

DOTI is currently undertaking a visioning process with stakeholders. The ongoing visioning will result in a framework for the vision and goals, setting the basis for the scenarios evaluation process and criteria. The vision and goals will be provided to the consultant team by DOTI at NTP. The consultant shall work to translate that vision and goals into alternative scenarios to screen through a multi-tiered process from initial feasibility through to the recommended scenario/concept. This process shall be rooted in community priorities and alignment with major near-term funding and infrastructure decisions, such as RTD's rail replacement and FasTracks implementation strategy.

4.1 Evaluation Process

The goal of this task is to set the process for evaluation and validate this with the PMT and stakeholders, before the evaluation of options begins. Once the process defined in Task 4 is set, the formal evaluation steps can begin, as presented in Task 5.

Within this task, the consultant will develop an intuitive process including both qualitative and quantitative criteria to differentiate scenarios benefits and challenges. The evaluation process and criteria will be reviewed and finalized with the PMT and Commitment Circle. The process is anticipated to be multi-tiered starting with an initial feasibility level review (Tier 1), a detailed evaluation (Tier 2), resulting in a single recommended scenario for stakeholder feedback and final examination and refinements. Operational and mode analyses will support Tier 1 to identify the mode concept as early as possible. The formal steps and criteria will be developed in consultation with the project leadership. The process and criteria will directly reflect the vision and goals established with stakeholders. The process and criteria will be centered on specific elements raised during the visioning process including:

- Economic vitality and opportunities.
- Cultural identity.
- Transit frequency, reliability, and accessibility. Safe and comfortable walking and biking.
- Enhanced green infrastructure and landscaping.
- Placemaking
- Values and desired outcomes from previous plans.
- Other critical elements developed through the visioning process and/or ongoing stakeholder engagement (TBD).

The product of this subtask will be the Task 4 (Evaluation – Process, Criteria, and Alternative Scenarios) summary memorandum including a public facing executive summary document.

Multimodal Network and Modal Priority Analysis

The consultant will conduct a network-level analysis of Welton, Downing, California, Stout, and Champa Streets early in the process (Tier 1) and incorporated into the initial phases of engagement for stakeholder feedback. The goal of this effort will be to define clear modal priorities for each corridor, considering the future MLK Jr. Boulevard BRT alignment, existing and planned bike facilities, potential two-way conversions, transit reliability, and multimodal safety and traffic impacts. This analysis will be used to provide network-wide functionality and identify where trade-offs between modes may be necessary. This analysis will inform the development of alternative scenarios for evaluation. This subtask will be informed by the data and analysis included in the Traffic Analysis (Task 5.2). Documentation of this analysis will be incorporated into the primary Task 4 memo.

Alternative Scenarios Identification

Based on project leadership guidance and stakeholder engagement, the consultant will develop up to six (6) high-level alternative scenarios (Tier 1) to achieve the vision and goals, exploring options for transit type and alignment, one-way to two-way conversion, pedestrian and bike improvements, green infrastructure, street trees, and streetscaping elements. Specific routing of transit will be considered in each option. This includes end of line operations to begin another run (loop or other maneuvers). The consultant will develop one (1) plan view graphic, one (1) high-level visualization/rendered perspective, and one (1) cross sections for each alternative scenario. Documentation of this analysis will be incorporated into the primary Task 4 memo.

4.2 Task 4 Deliverables (draft and final)

- Evaluation – Process, Criteria, and Alternative Scenarios memo including public facing executive summary document (1).

5 Task 5: Preferred Alternative Evaluation, Refinement, and Selection

5.1 Evaluation Efforts

Following the evaluation process described in Task 4.1, the consultant will execute the evaluation of options. Consultant shall conduct an in-depth feasibility assessment of the alternative scenario(s) developed in Task 4, leading to the identification of a singular recommended alternative. This will include a two-tiered evaluation. The evaluation of alternatives will use established criteria (4.1), such as transit performance, economic accessibility, and community priorities, considering trade-offs related to transit reliability, circulation, safety, green infrastructure, curbside uses, and streetscaping.

- Tier 1: This first step will focus on the feasibility of options including rail operations within Downing Street. The goal is to analyze and narrow the alternatives to those with the potential to achieve the study's goals and objectives. Operational and mode analyses will support Tier 1 to identify the mode concept as early as possible (supporting the decision on rail replacement).
- Tier 2: Tier 2 evaluation assumes up to three (3) alternative scenarios. This second step will include only those scenarios with the most potential for success, ultimately proposing a single preferred option.
- Recommended option: The final step will further refine the recommended option with stakeholders to incorporate the desired infrastructure (meeting the vision and goals).

The consultant shall prepare cross sections (1) and plan views (1) for each Tier 2 alternative and refinements for the recommended option. The consultant will refine the preferred option based on technical analysis and feedback from the PMT, TAC, DOTI and RTD staff, stakeholders, and the public. The consultant will facilitate meetings to confirm the final direction.

Documentation of the process, evaluation, and results will be incorporated into a primary Task 5 (Evaluation – Tier 1, Tier 2, and Recommended Option) memo including a public facing executive summary document.

5.2 Traffic Modeling

As a part of the evaluation process, the consultant will complete a traffic analysis of Welton Street and Downing Street from Broadway to 38th & Blake Station. The approach presented here will be further detailed in the initial section of a Traffic Modeling memorandum including analysis methodology, data collection, software details, calibration and other key assumptions and methodologies. The approach shall be submitted for review by DOTI staff.

The purpose of the traffic analysis is to compare the performance of alternative scenarios to each other and the existing condition. The consultant will derive measures of effectiveness (MOEs) for transit and for vehicles, including transit corridor travel times, vehicle corridor travel times, and intersection delay and level of service. To produce these MOEs, the consultant will use microsimulation in TransModeler which is robust for vehicle and transit MOEs. We believe TransModeler is a proper tool at this concept level and will produce suitable traffic analyses to compare/contrast alternative scenarios. on the modeling effort will focus on vehicle/transit operations, while pedestrian and bicyclist MOEs will be addressed separately through the Task 5 evaluation..

The consultant will analyze these MOEs for existing (2026) conditions and up to three alternative scenarios, possibly including transit modes such as light rail, streetcar, or bus rapid transit. The consultant will analyze both the AM and PM peak hours. We expected 2026 Build analysis to be adequate for selecting a single recommended alternative and will not complete a future year (e.g., 2050, etc.) analysis.

In addition to TransModeler analysis of Welton Street and Downing Street, the consultant will analyze up to six (6) off-corridor intersections to understand the effects of traffic diversion to nearby streets and the feasibility of future two-way conversion on Stout Street and Champa Street (based on estimated segment volumes and capacities, no deterministic or microsimulation analysis for these streets). The TransModeler analysis will identify likely corridor capacities on Welton Street and Downing Street. For volume above the corridor's capacities, The consultant will use either DRCOG's version or the city's version the Focus model (the Denver Moves Everyone model) to estimate streets likely to see volume increases. We will confirm what model to use with the city prior to completing this work. The consultant will analyze the effect of these volume increases at key intersections in Synchro.

Up to $8,000 in budget is included in the prime consultant's expenses to address the first 15 items noted below. Up to $4,000 is also included in subconsultants' expenses to address the additional four off-corridor intersections (#16 in the list below). Proposed data collection includes:

1. Welton Street & Broadway.
2. Welton Street & 20th Street.
3. Welton Street & Park Avenue.
4. Welton Street & 27th Street/26th Avenue/Washington Street.
5. Welton Street & Downing Street/29th Avenue.
6. Downing Street & 30th Avenue.
7. Downing Street & 31st Avenue.
8. Downing Street & Martin Luther King Jr. Boulevard.
9. Downing Street & Bruce Randolph Avenue.
10. Downing Street & Lawrence Street.
11. Downing Street & 36th Avenue.
12. Downing Street & Walnut Street.
13. 38th Street/Marion Street & Walnut Street.
14. One (1) segment volume/speed count on Welton Street.
15. One (1) segment volume/speed count on Downing Street.
16. Four (4) off-corridor intersections or segment/volume speed count locations to be determined through the course of the project.

The product of this subtask will be a summary Traffic Modeling memorandum, which will likely be included as an appendix to the primary Task 5 memo. As a part of the Traffic Modeling memorandum, we will prepare a microsimulation calibration memorandum documenting the model's performance in comparison to calibration targets established by CDOT's Traffic Analysis and Modeling Guidelines.

5.3 Task 5 Deliverables (draft and final)

- Task 5 (Evaluation – Tier 1, Tier 2, and Recommended Option) memo including a public facing executive summary document (1).
- Traffic Modeling memorandum including microsimulation calibration memorandum (1).
- Data collection as described in Section 5.2.
- Up to two microsimulation recordings to be used for public, stakeholder, or decision-maker outreach.

6 Task 6: Environmental Overview

This task includes high-level environmental due diligence to support future design, permitting, and potential NEPA efforts. Consultant shall conduct a desktop and limited field review to inventory environmental resources along the corridor, including water and stormwater infrastructure, hazardous materials, historic and biological resources, environmental justice considerations, noise-sensitive areas, Section 4(f)/6(f) resources, visual quality, and regional air quality context. Identify potential environmental impacts, permitting needs, and outline NEPA triggers and class-of-action considerations should a federal nexus arise. Agency coordination/consultation is not included in this scope of services. This is primarily a desktop exercise relying on existing, readily available information (collected from public agencies such as the State Historic Preservation Office). New traffic data will be collected (5.2). No formal environmental field surveys are proposed for new information; however, observations will be documented based on research and site visits. This task will be documented in an environmental overview memorandum.

6.1 Task 6 Deliverables (draft and final)

- Environmental overview memorandum (1).
- Documentation (including maps) of data collected (1).

7 Task 7: Financial Feasibility and Funding Strategy

7.1 Potential Revenue Assessment/Financial Feasibility

In support of the Task 5 activities, the consultant will define a realistic funding range that could be targeted in the near future to implement the project from a combination of federal, state, and local sources. The funding range will reflect the results of an evaluation of federal discretionary grant opportunities, including the FTA Capital Investment Grant Program; RTD and City capital budgets and forecasts; previously planned or programmed funds for transit improvements in the corridor; and potential new or expanded local revenue sources. Documentation of this subtask will be incorporated into a primary Task 7 (Financial Feasibility and Funding Strategy) memo.

7.2 Capital Cost Estimates

Consultant shall refine planning-level capital cost estimates using FTA’s Standard Cost Categories (SCC), encompassing relevant elements of the 10% concept design such as transit infrastructure, streetscaping, green infrastructure, utility upgrades, active transportation facilities, and supporting infrastructure. Unit costs will be validated through interviews with Denver area suppliers as well as through estimates for recent similar projects. A two-step process will be used during the study. Cost ranges will be used to support the comparison of alternatives in Task 5. Following the selection of the recommended alternative, an updated cost estimate will be developed within this subtask. Documentation of this subtask will include a memorandum (Capital Cost

Estimates) with costing assumptions, process, and a supporting capital costing spreadsheet.

7.3 Funding Strategy

Alternative financial strategies that integrate the most promising federal, state, and local funding sources with traditional and innovative financing approaches will be evaluated to define a proposed funding strategy for the recommended alternative scenario. An action plan will be developed to provide a blue print for advancing the funding strategy. The development of the action plan will be a collaborative effort with City staff and RTD. Up to two (2) team/client workshops are included. Documentation of this subtask will be incorporated into a primary Task 7 (Financial Feasibility and Funding Strategy) memo.

7.4 Task 7 Deliverables (draft and final)

- Financial Feasibility and Funding Strategy memo (1).
- Funding client workshops (2).
- Annotated cost estimate spreadsheet including an explanation of assumptions (1).

8 Task 8: Preliminary Design and Corridor Implementation Plan

8.1 10% Design

Following the selection of a preferred alternative, the consultant will develop early-stage (10%) design to support refined cost estimates, implementation phasing, and future grant applications. Concept level (10%) engineering drawings addressing right-of-way constraints, drainage and green stormwater infrastructure, signal upgrades, transit stop placement, signing and striping, curbside management, and streetscaping will be prepared.

The concept design will be provided in a roll plot pdf format. The roll plot(s) will clearly show the proposed design along with key notes and assumptions. Deliverable submittals will be electronic (Word, PDF, GIS, CADD, etc.). The concept design will be 2-dimensional plan concept developed on aerial imagery. No 3-dimensional modeling will be provided for the concept design.

8.2 Implementation Plan

The consultant will develop an implementation plan outlining phasing strategies, business support, construction timelines, public involvement, and transportation demand management (TDM) measures. An outline will be developed and approved in consultation with DOTI.

8.3 Summary Materials

The primary deliverable of the study will be the concept design. This will be supported by the memorandums (alternatives evaluation, etc.) described in each task. A final written report is not included in the scope; however, a final executive summary (highly graphic) will be developed explaining the process, evaluation, recommendations, and engagement. This is anticipated to be up to ten (10) pages, including graphics and visualizations. This will be delivered electronically for posting on the website and no printing is assumed.

Final stylized roll plots (easily understandable by stakeholders) will be developed of the final concept design. Additionally up to three (3) corridor rendering/visualizations will be developed (specific locations TBD) to support presentation of the final concept design.

8.4 Task 8 Deliverables (draft and final)

- 10% design (roll plot sheets PDF with stacked plan view sheets at 50 scale). The exact roll plot extents and scale will be determined at setup; however, the following is currently assumed:
    - Roll plot Welton Street (1).
    - Roll plot Downing Street (1).
- Roll plot CADD files using the City low distortion projection (CCD Local) as the CADD coordinate system (1).
- Stylized roll plots.
- Executive summary document (1).
- Updated cost estimate for the single recommended alternative scenario (1).
- Corridor implementation plan (1).
- Concept design renderings/visualizations (3).
- GIS geodatabase and excel table with projects mapped and coded using the DME Database template (1). Database template and mapping instructions will be provided by DOTI.

EXHIBIT B

BUDGET

FINAL REVISED: CCD Welton Corridor Budget (CONFIDENTIAL)

Staff	Proud, Christopher N (Chris)	Borsch, Adam Andrew	Platman, Lauren Holly	Santiago, Rebecca Ann	Sitiko, Eric Michael	Bentzler, Zachary A	Blackwell, William C (Chad)	Onnen, Yelena K	Thomas, Gina Marie Macchiaroli	Beardslee, Kathryn Ina (Katie)	Rabatin, Brett R
Firm	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR
Role	Project Manager	Preliminary Design Lead	Existing Conditions + Planning	Rail Service Planning	Rail Service Planning	Env. Overview	Historic	Safety	BRT Design	Multimodal Design	Cost Estimating
Billing Category	Sr. Technical Advisor	Project Professional III	Planner II	Project Professional II	Regional Discipline Leader	Planner IV	Sr. Project Manager I	Project Manager I	Sr. Project Manager II	EIT III	Project Professional II
Rate	$308.00	$204.00	$150.00	$190.00	$321.00	$219.00	$278.00	$244.00	$290.00	$160.00	$190.00
1 Project Management	86	82	0	0	0	0	0	0	0	0	0
2 Community + Stakeholder Engagement	0	0	0	0	0	0	0	0	0	0	0
3 Existing Conditions + Situational Appraisa	34	36	68	90	32	0	0	8	0	0	0
4 Corridor Visioning + Alternatives Identification	24	24	60	0	0	0	0	0	0	0	0
5 Preferred Alt. Evaluation, Refinement, + Selection	56	56	81	0	0	0	0	12	6	124	8
6 Environmental Overview	16	0	40	0	0	20	50	0	0	0	0
7 Financial Feasiblity + Funding Strategy	24	0	0	0	0	0	0	0	0	0	30
8 Preliminary Design + Corridor Implementation Plan	72	142	24	0	0	0	0	0	4	241	20
Subtotal Labor Hours	312.00	340.00	273.00	90.00	32.00	20.00	50.00	20.00	10.00	365.00	58.00
Subtotal Labor Fee	$ 96,096	$ 69,360	$ 40,950	$ 17,100	$ 10,272	$ 4,380	$ 13,900	$ 4,880	$ 2,900	$ 58,400	$ 11,020
Burn Rate Per Week (Assuming XX Months)											

Staff	Scharra, Todd J	Taraszkiewicz, Marcin N	DeFord, Sarah Dallas	Wilken, Kirsten Elena (Elena)	Watson, Hannah Lacey	Washington, Michael Vincent (Mike)	Muraida, Alexa Rae	Gray, Kelsey Elizabeth	Oravecz, Krisztina	Gray, Melissa Anne	OBrien, Jennifer Elizabeth
Firm	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR
Role	Utiltites	Transit Vehicles	Finance + Econ.	Finance + Econ.	Visuailzations	Business + Comm. Outreach	Engagement Support	Graphic Design	Administrative	Administrative	Technical Editor/Dgital Accessibility
Billing Category	Sr. Project Professional II	National Discipline Advisor	Project Professional II	Principal Financial Consultant	Planner II	Sr. Project Professional II	Communication/ Public Outreach Task Lead	Project Controller II	Planner Jr.	Designer I	Planner III
Rate	$247.00	$353.00	$190.00	$235.00	$150.00	$247.00	$170.00	$135.00	$111.00	$122.00	$179.00
1 Project Management	0	0	0	0	0	2	0	0	46	4	0
2 Community + Stakeholder Engagement	0	0	0	0	0	150	172	120	0	0	70
3 Existing Conditions + Situational Appraisa	4	8	10	8	0	20	0	0	0	0	0
4 Corridor Visioning + Alternatives Identification	0	0	0	0	0	0	0	0	0	0	6
5 Preferred Alt. Evaluation, Refinement, + Selection	0	0	0	0	0	0	0	52	0	0	8
6 Environmental Overview	0	0	0	0	0	0	0	0	0	0	2
7 Financial Feasiblity + Funding Strategy	0	0	40	110	0	0	0	0	0	0	2
8 Preliminary Design + Corridor Implementation Plan	20	0	0	0	40	0	0	40	0	0	2
Subtotal Labor Hours	24.00	8.00	50.00	118.00	40.00	172.00	172.00	212.00	46.00	4.00	90.00
Subtotal Labor Fee	$ 5,928	$ 2,824	$ 9,500	$ 27,730	$ 6,000	$ 42,484	$ 29,240	$ 28,620	$ 5,106	$ 488	$ 16,110
Burn Rate Per Week (Assuming XX Months)											

Staff	Daley, Kathryn Nicole	Coble, Chris	Currie, Venita	Taylor Brandon, Stacey	Garcia, Victoria	Morris, Renee	Alexander, Charlie	Raker, Jeff	Lindquist, Kelsey	Christlieb, Maeve-Aine	Smith, Kristie
Firm	HDR	BLACK LABEL	CCG	CCG	CCG	CCG	F+P	F+P	F+P	F+P	F+P
Role	Accountant	Econ. Ops.	Engagement Lead	Senior Consultant 1	Event Coordination	Senior Consultant 2	Traffic + Transit Lead	Traffic + Transit QC	Traffic + Transit Analysis	Traffic + Transit Analysis	Administrative
Billing Category	Project Controller II	President	PIC	Senior Consultant 1	Logistics Consultant	Senior Consultant 2	Principal II	Associate II	Senior Engineer/Planner I	Engineer/Planner II	Business Services Admin II
Rate	$135.00	$400.00	$250.00	$225.00	$170.00	$225.00	$320.00	$260.00	$195.00	$170.00	$140.00
1 Project Management	40	0	0	0	0	0	0	0	0	0	0
2 Community + Stakeholder Engagement	0	0	261	187	148	51	0	0	0	0	0
3 Existing Conditions + Situational Appraisa	0	14	0	0	0	0	10	10	20	20	2
4 Corridor Visioning + Alternatives Identification	0	0	0	0	0	0	0	0	0	0	0
5 Preferred Alt. Evaluation, Refinement, + Selection	0	16	0	0	0	0	50	50	156	156	8
6 Environmental Overview	0	0	0	0	0	0	0	0	0	0	0
7 Financial Feasiblity + Funding Strategy	0	73	0	0	0	0	0	0	0	0	0
8 Preliminary Design + Corridor Implementation Plan	0	0	0	0	0	0	0	0	0	0	0
Subtotal Labor Hours	40.00	103.00	261.00	187.00	148.00	51.00	60.00	60.00	176.00	176.00	10.00
Subtotal Labor Fee	$ 5,400	$ 41,200	$ 65,250	$ 42,075	$ 25,160	$ 11,475	$ 19,200	$ 15,600	$ 34,320	$ 29,920	$ 1,400
Burn Rate Per Week (Assuming XX Months)											

Staff	Billings, Ryan	Pope, Nathan	Daniels, Melinda	Wenskoski, Meredith	Case, Kim	Lo, Yishuen	Gieryic, Chelsea	Raymer, Lori	Rosa Guzman-Snyder	Romero, Manuel		
Firm	N\N	N\N	N\N	LCS	LCS	LCS	LCS	LCS	CLC	CLC		
Role	Concepts + Transit Modes	Concepts + Transit Modes	Administrative	Green Infra. + Drainage	Urban Forestry	Urban Realm	Urban Relam	Administrative	Community Advisor	Translation/ Interpretation		
Billing Category	Senior Principal 1	Senior Planner 2	Project Accountant	Principal 5	Senior Designer 3	Principal 2	Designer 6	Admin Support	Community Advisor	Translation/ Interpretation		
Rate	$290.00	$190.00	$160.00	$250.00	$165.00	$180.00	$140.00	$100.00	$100.00	$100.00		
1 Project Management	0	0	0	0	0	0	0	0	0	0	260.00	$ 54,704.00
2 Community + Stakeholder Engagement	14	0	0	20	18	0	4	0	48	80	1343.00	$ 264,370.00
3 Existing Conditions + Situational Appraisa	8	8	0	2	4	8	2	0	0	0	426.00	$ 95,572.00
4 Corridor Visioning + Alternatives Identification	24	10	0	8	14	0	16	0	0	0	186.00	$ 37,772.00
5 Preferred Alt. Evaluation, Refinement, + Selection	164	96	0	18	32	32	14	4	0	0	1,199	$ 252,462.00
6 Environmental Overview	0	0	0	0	0	0	0	0	0	0	128	$ 29,566.00
7 Financial Feasiblity + Funding Strategy	0	0	0	0	0	0	0	0	0	0	279	$ 76,100.00
8 Preliminary Design + Corridor Implementation Plan	0	0	0	0	0	30	30	0	0	0	665	$ 124,562.00
Subtotal Labor Hours	210.00	114.00	0.00	48.00	68.00	70.00	66.00	4.00	48.00	80.00	4486.00	
Subtotal Labor Fee	$ 60,900	$ 21,660	$ -	$ 12,000	$ 11,220	$ 12,600	$ 9,240	$ 400	$ 4,800	$ 8,000		$ 935,108
Burn Rate Per Week (Assuming XX Months)												

Direct Expenses	HDR	BL	CCG	F+P	N\N	LCS	CLC	$28,892.00
Mileage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
Travel	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	$3,000.00
Printing/Reproduction and Misc.	$ 3,092	$ -	$ -	$ -	$ -	$ -	$ -	$3,092.00
Other (Including Traffic Data, Community Meals, Child Care, CBOPs)	$ 10,000	$ 100	$ 7,000	$ 4,000	$ 1,000	$ 500	$ 200	$22,800.00
								$964,000.00

PROJECT FEE BY FIRM	HDR	BL	CCG	F+P	N\N	LCS	CLC	
Percentage	54%	4%	16%	11%	9%	5%	1%	100%
Labor	$508,688	$41,200	$143,960	$100,440	$82,560	$45,460	$12,800	$935,108
Expenses	$13,092	$100	$7,000	$4,000	$4,000	$500	$200	$28,892
Hours	2546	103	647	482	324	256	128	4486.00
TOTAL BY FIRM	$521,780	$41,300	$150,960	$104,440	$86,560	$45,960	$13,000	$964,000

2026 HDR Engineering Rates

Category		2026 Rate
Administrative I	$	87.00
Administrative II	$	106.00
Appraiser I	$	131.00
Appraiser II	$	168.00
CAD/GIS Technician I	$	104.00
CAD/GIS Technician II	$	118.00
CAD/GIS Technician III	$	156.00
CAD/GIS Technician IV	$	181.00
Communication Coordinator/Public Outreach Assistant	$	94.00
Communication Coordinator/Public Outreach I (Entry)	$	116.00
Communication Coordinator/Public Outreach II (Mid-Level)	$	149.00
Communication Coordinator/Public Outreach III (Senior)	$	176.00
Communication/Public Outreach Task Lead	$	170.00
Communication/Public Outreach Manager	$	238.00
Communication/Public Outreach Project Lead	$	198.00
Communication/Public Outreach, Creative Director	$	198.00
Communication/Public Outreach, Graphic Artist	$	130.00
Communication/Public Outreach, Graphic Artist Manager	$	182.00
Communication/Public Outreach, Graphic Assistant	$	116.00
Communication/Public Outreach, Sr. Graphic Artist	$	152.00
Construction Inspector I	$	113.00
Construction Inspector II	$	144.00
Construction Inspector III	$	173.00
Construction Manager I	$	148.00
Construction Manager II	$	160.00
Construction Manager III	$	176.00
Construction Project Engineer I	$	178.00
Construction Project Engineer II	$	226.00
Construction Project Engineer III	$	263.00
Construction Schedule Reviewer I	$	178.00
Contract Manager	$	313.00
Designer I	$	122.00
Designer II	$	158.00
Designer III	$	181.00
Economist I	$	123.00
Economist II	$	137.00
EIT I	$	124.00
EIT II	$	145.00
EIT III	$	160.00
EIT IV	$	167.00
Environmental Specialist I	$	118.00
Environmental Specialist II	$	150.00
Environmental Specialist III	$	186.00
Financial Consultant	$	153.00
Intern	$	85.00
National Discipline Advisor	$	353.00
National Financial Advisor	$	449.00

Category		2026 Rate
Planner I	$	122.00
Planner II	$	150.00
Planner III	$	179.00
Planner IV	$	219.00
Planner Jr.	$	111.00
Principal Economist	$	260.00
Principal Financial Consultant	$	235.00
Principal In Charge	$	299.00
Project Controller I	$	118.00
Project Controller II	$	135.00
Project Controller III	$	149.00
Project Coordinator I	$	101.00
Project Coordinator II	$	127.00
Project Engineer I	$	173.00
Project Engineer II	$	195.00
Project Engineer III	$	219.00
Project Engineer IV	$	237.00
Project Manager I	$	244.00
Project Manager II	$	260.00
Project Manager III	$	269.00
Project Professional I	$	177.00
Project Professional II	$	190.00
Project Professional III	$	204.00
Regional Discipline Leader	$	321.00
ROW Agent I	$	120.00
ROW Agent II	$	135.00
ROW Agent III	$	171.00
Senior Economist	$	177.00
Senior Financial Consultant	$	190.00
Sr. Construction Manager I	$	197.00
Sr. Construction Manager II	$	219.00
Sr. Construction Manager III	$	237.00
Sr. Construction Project Engineer I	$	282.00
Sr. Construction Project Engineer II	$	304.00
Sr. Project Manager I	$	278.00
Sr. Project Manager II	$	290.00
Sr. Project Manager III	$	309.00
Sr. Project Professional I	$	212.00
Sr. Project Professional II	$	247.00
Sr. Project Professional III	$	286.00
Sr. Schedule/Claims Analysyt	$	346.00
Sr. Technical Advisor	$	308.00
Technical Writer	$	181.00

Expense Item	Rate
Plots (Mylar)	At Cost
Plots (Bond)	At Cost
Copies (8.5x11 B&W)	At Cost
Copies (8.5x11 Color)	At Cost
Copies (11x17 B&W)	At Cost
Copies (11x17 Color)	At Cost
Travel Costs	IRS allowable/at cost
Meals, Fuel	Per Diem/At Cost
Outside Expenses	At Cost

SUB TEAM MEMBERS

Sub: BLACK LABEL Real Estate, LLC

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

Title/Classification	Responsibilities	Rate/Hr.
Chris Coble / President	Provide valuable input and solutions regarding economic development and transit oriented development throughout the corridor and in concert with multiple mode alternatives.	$400.00

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

REIMBURSABLE EXPENSES

Sub: BLACK LABEL Real Estate, LLC

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	Charge Rate
Copies (8 1/2 x 11")	$__N/A__/ each
Copies (8 1/2 x 14")	$__N/A__/ each
Red-line copies	$__N/A__/ S.F.
Reproducibles	$__N/A__/ page

SUB TEAM MEMBERS

Sub: Community Language Cooperative

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

Title/Classification	Responsibilities	Rate/Hr.
Community Engagement Consultant and facilitator	Engage historically underrepresented communities, provide innovative ways to engage linguistically diverse communities.	$155
ADA Compliance for engagement and design	Ensure documents are ADA compliant	$125
ASL Interpretation	Provide onsite and virtual ASL interpretation	$150
CART Services	Provide CART services	$150 virtual $175 onsite
Spanish interpretation	Provide Spanish interpreter for virtual and onsite meetings	$95
Spanish Transcreator	Ensure documents are translated into Spanish in plain language	$150

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REIMBURSABLE EXPENSES

Sub: Community Language Cooperative

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	Charge Rate
Copies (8 1/2 x 11”)	$__N/A__/ each
Copies (8 1/2 x 14”)	$__N/A__/ each
Red-line copies	$__N/A__/ S.F.
Reproducibles	$__N/A__/ page

SUB TEAM MEMBERS

Sub: Currie Consulting Group, LLC (CCG)

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

Title/Classification	RESPONSILITY	Rate/Hr.
Principal-in-Charge (PIC)	Primary client and project contact develops engagement plan, strategy, approach, timeline, budget. Ensures CCG materials and services are high quality and responsive to client needs, leads execution of engagement plan.	$250.00
Senior Consultant -1	Project contact, implements project plan, responsible for tracking (on-time and on-budget) delivery of program components, oversees engagement activities and development of project reports with PIC.	$225.00
Senior Consultant -2 (Bilingual)	Supports implementation of engagement activities, leads interactive and social media components of plan, coordinates engagement activities, and on-site support in coordination with Logistics Consultant	$225.00
Strategic Communications/Graphic Design	Develops branding and communication materials for all communication channels (social media, project websites, e-newsletters, etc.) and project events (community engagement boards, hand-outs, yard signs, flyers, etc.)	$200.00
Logistics Consultant	Responsible for coordination of all engagement activities to ensure projects benefit from a well-planned, coordinated and executed community engagement process.	$170.00

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

REIMBURSABLE EXPENSES

Sub: Currie Consulting Group, LLC (CCG)

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	*Charge Rate*
Copies (8 1/2 x 11")	$__**N/A**_/ each
Copies (8 1/2 x 14")	$__N/A_/ each
Red-line copies	$__N/A__/ S.F.
Reproducibles	$__N/A_/ page

**All printing will be the responsibilities of others.*

SUB TEAM MEMBERS

Sub: Fehr & Peers____

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

Title/Classification	Responsibilities	Rate/Hr.
Principal 4/5	Project oversight, report review, QC of deliverables	$375
Principal 3	Project oversight, project management, report review, QC of technical analysis and deliverables	$345
Principal 2	Project oversight, project management, report review/preparation, QC of technical analysis and deliverables	$320
Principal 1	Project oversight, project management, report review/preparation, QC of technical analysis and deliverables	$310
Sr. Associate 2	Project management, report preparation, QC of technical analysis and deliverables	$285
Sr. Associate 1	Project management, report preparation, QC of technical analysis and deliverables	$270
Associate 2	Project management, report preparation, analysis and deliverable preparation	$260
Associate 1	Project management, report preparation, analysis and deliverable preparation	$240
Sr. Engineer/Planner 3	Project management, technical memorandum preparation, analysis and deliverable preparation	$230
Sr. Engineer/Planner 2	Project management, technical memorandum preparation, analysis and deliverable preparation	$210
Sr. Engineer/Planner 1	Project management, technical memorandum preparation, analysis and deliverable preparation	$195
Engineer/Planner 3	Project management, data collection, analysis and deliverable preparation	$185
Engineer/Planner 2	Data collection, analysis and deliverable preparation	$170
Engineer/Planner 1	Data collection, analysis and deliverable preparation	$150
Intern	Data collection and analysis	$105

Sr. Engineering Tech 5	Analysis, CAD/GIS, design preparation, design review	$230
Sr. Engineering Tech 4	Analysis, CAD/GIS, design preparation, design review	$215
Sr. Engineering Tech 3	Analysis, CAD/GIS, design preparation, design review	$200
Sr. Engineering Tech 2	Analysis, CAD/GIS, design preparation, design review	$185
Sr. Engineering Tech 1	Analysis, CAD/GIS, design preparation, design review	$170
Engineering Tech 3	Analysis, CAD/GIS, design preparation	$160
Engineering Tech 2	Analysis, CAD/GIS, design preparation	$150
Engineering Tech 1	Analysis, CAD/GIS, design preparation	$140
Sr. Business Services Admin. 5	Subconsultant/vendor management, project setup, project accounting, graphics	$200
Sr. Business Services Admin. 4	Subconsultant/vendor management, project setup, project accounting, graphics	$190
Sr. Business Services Admin. 3	Subconsultant/vendor management, project setup, project accounting, graphics	$180
Sr. Business Services Admin. 2	Subconsultant/vendor management, project setup, project accounting, graphics	$170
Sr. Business Services Admin. 1	Subconsultant/vendor management, project setup, project accounting, graphics	$160
Business Services Admin. 3	Project setup, project accounting	$150
Business Services Admin. 2	Project setup, project accounting	$140
Business Services Admin. 1	Project setup, project accounting	$130

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

REIMBURSABLE EXPENSES

Sub: Fehr & Peers

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	Charge Rate
Copies (8 1/2 x 11")	$0.10________/ each
Copies (8 1/2 x 14")	$0.10________/ each
Red-line copies	$0.10________/ S.F.
Reproducibles	$0.10________/ page

SUB TEAM MEMBERS

Sub: Livable Cities Studio

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

Title/Classification	Responsibilities	Rate/Hr.
Principal 7	Responsible for strategic direction, vision and overall leadership for the company. Company executive	$300
Principal 6	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	$275
Principal 5	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	$250
Principal 4	Responsible for strategic direction, vision and overall leadership for the company. Company executive.	$225
Principal 3	Responsible for strategic direction and company vision. A senior officer of the company; Project leadership. Extensive knowledge of design practices.	$200
Principal 2	A senior officer of the company; Lead project and development of content. Extensive knowledge of design practices	$180
Principal 1	A senior officer of the company; Lead project and development of content. Lead project and development of content, complex project management.	$160
Senior Designer 5	Lead design and experienced project management. Develops scopes and budgets. Provides day-to-day technical management.	$190
Senior Designer 4	Lead design and experienced project management. Develops scopes and budgets. Provides day-to-day technical management.	$175
Senior Designer 3	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	$165
Senior Designer 2	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	$155
Senior Designer 1	Lead design and project management. Develops scopes and budgets. Provides day-to-day technical management.	$145
Designer 7	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	$150
Designer 6	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	$140
Designer 5	Project management. Develops scopes and budgets. Provides day-to-day technical management of task. Development of content and technical design.	$130
Designer 4	Project management. Development and advancement of design con-tent.	$115
Designer 3	Some project management, design production and technical design resolution.	$100
Designer 2	Design production. Research and design production.	$90
Designer 1	Performs design production work directed by mid and senior level staff.	$80
Administrative Support	Provides a wide variety of administrative and staff support services.	$100
Intern	Students in a design discipline who assists with project development under the direction of design professional.	$75

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

REIMBURSABLE EXPENSES

Sub: Livable Cities Studio

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	Charge Rate
Copies (8 1/2 x 11”)	$0.10/ each
Copies (8 1/2 x 14”)	$0.10/ each
Red-line copies	$Cost/ S.F.
Reproducibles	$Cost/

SUB TEAM MEMBERS

Sub: Nelson\Nygaard Consulting Associates, Inc.

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

Title/Classification	Responsibilities	Rate/Hr.
Associate Planner 1	Responsibilities include research, data collection and analysis, mapping, visual communications, writing and editing technical and public-facing reports, developing presentations and outreach materials, conducting public engagement activities, and supporting limited business development tasks.	$130
Associate Planner 2	A1 + work more independently with stronger technical skills.	$150
Associate Planner 3	A2 + demonstrate an ability to lead teams, tasks, projects, and/or pursuits.	$160
Senior Planner 1	Lead small projects and significant tasks, acting as a key point of contact for clients, delegate to Associates, and bring deliverables to completion with direction	$170
Senior Planner 2	Lead larger projects, tasks, and/or pursuits. Technical expert in a practice area and serve as a resource for training and mentorship.	$190
Associate Principal 1	Lead larger and complex projects and/or pursuits, including subconsultants. Technical expert in a practice area and serve as a resource for training and mentorship.	$215
Principal 1	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget.	$230
Principal 2	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget. Regionally known for expertise.	$250
Principal 3	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget. Nationally known for expertise.	$275
Senior Principal 1	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget. You are a visible industry leader.	$290
Senior Principal 2	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget. You are a visible industry leader.	$320
Senior Principal 3	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget. You are a visible industry leader.	$340

Senior Principal 4	Manage a sizeable portfolio of projects and deliver high-quality work that meets client needs, ensuring projects and tasks are on schedule and on budget. You are a visible industry leader.	$370
Administrative Assistant	Support office operations and other general administrative needs, including coordinating with vendors and staffing data collection or analysis.	$105
Project Accountant	Monitor the progress of their projects against budget, investigate significant variances, report on profitability, and to ensure that project billings are issued to clients and payment is received in a timely manner	$160
Compliance	Monitoring, processing, and reporting on Nelson\Nygaard's corporate registrations, licensing, organizational renewals, and any marketing pre-certification or compliance	$135
Sr. Contract Specialist	Processes all contract documentation from clients and subconsultants	$160
Graphic Designer	Create graphics/maps	$215
Associate EIT 1	Analyze and summary data, create graphics/maps, conduct best practice research, write sections of reports; Certification as EIT	$125
Associate EIT 2	Create conceptual geometric design or conduct preliminary enginering, traffic, and multimodal operations analysis; Certification as EIT	$150
Associate EIT 3	Create conceptual geometric design or conduct preliminary enginering, traffic, and multimodal operations analysis, with the ability to delegate work; Certification as EIT	$160
Associate Engineer 1	Analyze and summary data, create graphics/maps, conduct best practice research, write sections of reports; registration as PE	$135
Associate Engineer 2	Create conceptual geometric design or conduct preliminary enginering, traffic, and multimodal operations analysis; Certification as PE	$165
Associate Engineer 3	Create conceptual geometric design or conduct preliminary enginering, traffic, and multimodal operations analysis, with the ability to delegate work; Certification as PE	$175
Senior Associate Engineer 1	Lead development and maintenance of drawing standards, methods, and production consistency; provide quality control; registration as PE	$190
Senior Associate Engineer 2	Lead development and maintenance of drawing standards, methods, and production consistency; provide quality control; lead projects or tasks; work with clients and give effective presentations; registration as PE	$210

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

REIMBURSABLE EXPENSES

Sub: Nelson\Nygaard Consulting Associates, Inc.

The additional expenses reimbursable by the City shall include the actual cost to reproduce drawings and specifications requested by the City. Travel/transportation costs shall not be reimbursed by the City for Primes.

Actual Costs

Item	Charge Rate
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Copies (8 1/2 x 14")	At Cost / each
Red-line copies	At Cost / S.F.
Reproducibles	At Cost / page

EXHIBIT C

FEDERALLY REQUIRED TERMS AND CONDITIONS

FEDERALLY REQUIRED TERMS AND CONDITIONS

CONTENTS

I. DEFINITIONS

All capitalized terms used in this Section (Federally Required Terms and Conditions) and not otherwise defined in this Section (Federally Required Terms and Conditions) have the meanings assigned to them in the FTA Master Agreement and the General Terms and Conditions attached to this Contract. The following definitions shall apply to this Section (Federally Required Terms and Conditions):

A. [Contract means this IGA or Third Party Contracts, as applicable.]

B. [Contractor means the [City] or Third Party Participants, as applicable.]

C. Flow-Down Clause means a section of this Section (Federally Required Terms and Conditions), including all subsections, that Contractor must include, unmodified (except to identify the appropriate parties), in each Third Party Agreement funded under this Contract.

D. FTA Master Agreement means the Master Agreement for Federal Transit Administration Agreements by and between the Federal Transportation Administration (FTA) and RTD, as updated from time to time.

II. ALL FEDERALLY-FUNDED CONTRACTS

1. <u>APPLICATION OF FEDERAL REQUIREMENTS</u>

A. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either RTD or FTA for a copy of the current FTA Master Agreement. 49 C.F.R. Part 18.

B. The Contractor is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTY PARTICIPANTS

   A. RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTD, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract.

   B. This section is a Flow-Down Clause.

3. STANDARDS OF CONDUCT

   A. Contractor agrees to establish and maintain written Standards of Conduct covering conflicts of interest that:

      1. Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a Third Party Contract or subcontract:

         a. officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement (“Involved Parties”);

         b. The immediate family members or partners of the Involved Parties; and

         c. An entity or organization that employs or is about to employ any Involved Parties;

      2. Prohibit any Involved Part above from:

         a. Engaging in any activities involving RTD’s or Contractor’s present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

         b. Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Contract, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

      3. Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above and Third Party Participants.

   B. Contractor affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Contract.

   C. This section is a Flow-Down Clause.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

C. This section is a Flow-Down Clause.

5. TRAFFICKING IN PERSONS

The Contractor agrees that the Contractor and its employees shall not, at any time during the performance of this Contract, do any of the following:

A. Engage in severe forms of trafficking in persons, as defined Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended, 22 U.S.C. § 7102;

B. Procure a commercial sex act, as defined Section 103 of the TVPA, as amended, 22 U.S.C. § 7102; or

C. Use forced labor, defined as labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery, in the performance of the Contract or permit the use of forced labor in the performance of any subcontract hereunder.

6. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

A. Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided by RTD. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent RTD and FTA approval.

B. This section is a Flow-Down Clause.

7. ACCESS TO RECORDS AND REPORTS

A. Contractor will retain and will require its Third Party Participants of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

B. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the Contractor may regard as confidential or proprietary, related to performance of this Contract as reasonably may be required. The Contractor shall maintain complete and readily accessible records, and shall permit RTD, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transcriptions. Such access requires the Contractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents. The rights of access in this clause are not limited to the required retention period(s) but last as long as the records are retained. Contractor agrees to otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

D. Contractor agrees to permit FTA and its contractors' access to the sites of performance under this Contract as may be reasonably required.

E. This section is a Flow-Down Clause.

8. CIVIL RIGHTS AND EQUAL OPPORTUNITY LAWS AND REGULATIONS

A. Contractor shall at all times comply with applicable federal civil rights laws, regulations, and requirements, including the laws set forth below, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing.

B. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to, and assures that it and each Third Party Participant will:

1. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.

2. Prohibit the:
    a. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. 5332;
    b. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. 5332; or
    c. discrimination identified in 49 U.S.C. 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. 5332.
3. Follow:
    a. The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
    b. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

C. Nondiscrimination – Title VI of the Civil Rights Act. Contractor agrees to, and assures that it and each Third Party Participant will:

1. Prohibit discrimination based on race, color, or national origin;
2. Comply with:
    a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
    b. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and
    c. Federal transit law, specifically 49 U.S.C. § 5332; and
3. Follow:
    a. The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
    b. U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and
    c. All other applicable federal guidance that may be issued.

D. Equal Employment Opportunity.

1. Contractor agrees to, and assures that it and each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

   a. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
   b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
   c. Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
   d. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement;
   e. Comply with FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and
   f. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Contractor agrees to, and assures that it and each Third Party Participant will:
   a. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
      i. Recruitment advertising, recruitment, and employment;
      ii. Rates of pay and other forms of compensation;
      iii. Selection for training, including apprenticeship, and upgrading; and
      iv. Transfers, demotions, layoffs, and terminations; but
   b. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer;” and
3. Nondiscrimination on the Basis of Sex. Contractor agrees to comply with federal prohibitions against discrimination based on sex, including:
   a. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex; and
   b. Federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of Age. Contractor agrees to comply with federal prohibitions against discrimination based on age, including:
   a. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which

prohibits discrimination by participants in federally assisted programs against individuals on the basis of age;

b. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which prohibits employment discrimination against individuals aged 40 and over on the basis of age; and

c. Federal transit law, specifically 49 U.S.C. § 5332.

5. Federal Protections for Individuals with Disabilities. Contractor agrees to comply with federal prohibitions against discrimination based on disability, including:

   a. Federal laws, including:

      i. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

      ii. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

         A. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

         B. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

      iii. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

      iv. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

      v. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

   b. Federal regulations and guidance, including:

      i. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

      ii. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

      iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

iv. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39;

v. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;

vi. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;

vii. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;

viii. U.S. Federal Communications Commission regulations,

ix. “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;

x. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;

xi. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;

xii. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and

xiii. Other applicable federal civil rights and nondiscrimination regulations and guidance.

E. This section is a Flow-Down Clause.

9. DISADVANTAGED BUSINESS ENTERPRISE AND PROMPT PAYMENT OF SUBCONTRACTORS

A. This Contract and all subcontracts awarded under this Contract are subject to 49 C.F.R. Part 26, as applicable. Therefore, Contractor must satisfy any and all requirements for Disadvantaged Business Enterprise (“DBE”) participation as set forth in this Contract and with the terms of RTD’s DBE program requirements. These requirements are in addition to all other equal opportunity employment requirements of this Contract.

B. Contractor agrees to the following assurance and assures that it will include the following assurance in each subagreement and Third Party Contract it signs with a Subrecipient or Third Party Contractor or Third Party Subcontractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and Third Party Contract it signs:

1. The Contractor, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, Third Party Contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
2. The Contractor, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, Third Party Contracts, and third party subcontracts, as applicable;
3. Failure by the Subrecipient Contractor and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subsection of this Section (Federally Required Terms and Conditions) is a material breach of this contract, subagreement, Third Party Contract, or third party subcontract, as applicable; and
4. The following remedies, or such other remedy as RTD deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

C. If the Contract has a defined DBE goal, Contractor shall utilize the specific DBEs listed in its bid/proposal/offer to perform the work and supply the materials for which each is listed, unless Contractor obtains RTD’s written consent. Unless RTD’s consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE pursuant to 49 C.F.R. § 26.53(f)(1).

D. Contractor will comply with the following prompt payment requirements:

1. Contractor shall pay its respective subcontractors any undisputed amount owed to such subcontractor within thirty (30) days of receipt of the subcontractor’s invoice by such Contractor, regardless of whether such Contractor has been paid for such invoice by RTD;
2. Contractor’s approval of subcontractor invoices shall not be unreasonably delayed, and the invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee subcontractor within ten (10) days of receipt of invoice by the Contractor; and
3. Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective subcontractors within thirty (30) days after such subcontractor’s work has been completed and accepted by the RTD’s Project Manager or by the Contractor, unless claim is filed against a subcontractor.

E. Contractor must have RTD’s prior written consent and approval to remove, terminate, substitute or replace a DBE contractor and the Contractor must have good cause to make such change to a DBE contractor. No DBE subcontract agreement may contain a “termination for convenience” clause/provision because any termination for convenience provision/clause is contrary to the objectives of 49 CFR Part 26. To initiate the removal, termination, substitution or replacement process of a DBE contractor (regardless of the tier), the Contractor or lower tier contractor/subcontractor must give notice in writing to the DBE contractor and include its request to remove, terminate, substitute or replace the DBE contractor, the reason for the request and provide all documentation to support its claim. The Contractor must give the DBE contractor no less than five (5) business days to respond to the notice and provide reasons, if any, why it objects to the proposed termination of its DBE contract. The Contractor carries the burden of proof to demonstrate good cause for the removal, termination, substitution or replacement. If RTD determines the Contractor has good cause to terminate the DBE firm, RTD will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. When a DBE contractor is removed, termination, substitution or replacement with the approval of RTD, or fails to complete its work on the contract for any reason, the Contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RTD has established for this project. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. If RTD finds that good cause does not exist to terminate the DBE firm, RTD will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Contractor. Please note that if a Contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of RTD, this constitutes a material breach of a contract as set forth under 49 C.F.R. §26.13. As required by FTA, RTD sets a triennial overall goal for DBE participation that includes the use of race-conscious and race-neutral means, an analysis and a methodology and it intends to comply and meet its overall DBE goal on an annual basis. This Contract contains a DBE participation goal (race-conscious means) and is awarded in reliance upon Contractor's representations/good faith commitments and understanding that it must comply with the DBE commitments in this Contract through subcontracting with DBEs and attain such DBE participation levels in addition to all other Contractor's representations, certifications and submittals as required by the DBE Contract Requirements of this Contract.

F. Contractor shall cooperate with RTD in its efforts to level the playing field for DBEs and will use the good-faith efforts as defined by RTD and federal regulations codified at 49 C.F.R. Part 26 to ensure that DBEs shall have an opportunity to compete for subcontract work under this Contract.

G. Contractor shall require its lower-tier contractors to cooperate with any audits, reviews or investigations conducted by RTD and its agents in an effort to determine compliance/non-compliance with the DBE Program requirements.

H. If at any time RTD has reason to believe that Contractor is in violation of its obligations under this Contract or has otherwise failed to comply with the terms of this subsection of this Section (Federally Required Terms and Conditions), RTD may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

   1. Suspension of any payment or part due Contractor until such time as the issues concerning Contractor's compliance are resolved; and

2. Termination or cancellation of the Contract, in whole or in part, unless the Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

I. Contractor shall make available upon request a copy of all DBE subcontracts.

J. If subcontracts will be let, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

K. This section is a Flow-Down Clause.

10. INCORPORATION OF FEDERAL PROCUREMENT TERMS AND CONDITIONS

A. The provisions of this Contract include, in part, certain standard terms and conditions required by the United States Department of Transportation (U.S. DOT), whether or not expressly set forth in the Contract. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, the FTA Master Agreement, 49 U.S.C. 53, and the U.S. DOT Common Rules, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions.

B. This section is a Flow-Down Clause.

11. AWARDS INVOLVING COMMERCE

A. Contractor agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA),29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

B. This section is a Flow-Down Clause.

12. CERTAIN ENVIRONMENTAL PROTECTIONS, INCLUDING ENERGY CONSERVATION

A. Contractor agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

B. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, Contractor agrees to, and assures that its Third Party Participants will:

1. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
    a. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C.§ 139;
    b. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
    c. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
    d. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
    e. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
    a. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013;
    b. Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
    c. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
3. Environmental Justice. Contractor agrees to, and assures that its Third Party Participants will, promote environmental justice by following:
    a. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp.,p. 859) as well as facilitating compliance with that Executive Order;
    b. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
    c. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
4. Other Environmental Federal Laws. Contractor agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate

compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act (42 U.S.C. § 7401 et seq.), Clean Water Act (33 U.S.C. § 1251 et seq), Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management." Contractor agrees:

   a. that no portion of the work required by the Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the Environmental Protection Agency eliminates the name of the facility from the listing;

   b. that it will report all violations to FTA and the Regional Office of the Environmental Protection Agency;

   c. to use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and

   d. to insert the substance of this clause into any nonexempt subcontract.

5. Corridor Preservation. Contractor agrees that:

   a. It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and

   b. It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.

6. Use of Certain Public Lands. Contractor agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

7. Historic Preservation. Contractor agrees to, and assures that its Third Party Participants will:

   a. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

   b. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

   c. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

d. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

e. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

8. Indian Sacred Sites. Contractor agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

9. Mitigation of Adverse Environmental Effects.

   a. Contractor agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

   b. Contractor agrees that:

      i. Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;

      ii. Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and

      iii. Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

10. Energy Conservation. Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

C. This section is a Flow-Down Clause.

13. <u>SEAT BELT USE</u>

A. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-leased vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or RTD.

B. This section is a Flow-Down Clause.

14. DISTRACTED DRIVING

A. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

B. This section is a Flow-Down Clause.

15. CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A. The Contractor shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment; and
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. Contractor shall notify RTD immediately if Contractor or any of its subcontractors cannot comply with this provision during the performance of this Contract.

C. This section is a Flow-Down Clause.

16. ADA ACCESS

A. Contractor must comply with 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for RTD under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

17. ASSIGNABILITY CLAUSE

Neither RTD nor Contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

18. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

A. All Third Party Contracts entered into by Contractor for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. This section is a Flow-Down Clause.

III. CONTRACTS EXCEEDING $10,000

1. TERMINATION

A. Termination for Convenience. RTD may terminate this Contract, in whole or in part, at any time for RTD's convenience when it is in RTD's best interest by giving at least 14 days' written notice to Contractor. Contractor shall be paid its costs, including contract close-out costs, for work performed up to the time of termination. If Contractor has any property in its possession belonging to RTD, Contractor will account for the RTD property and dispose of it in the manner RTD directs.

B. Termination for Cause. If Contractor fails to perform in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, RTD may terminate this Contract for default. Any termination for default shall not in any way operate to preclude RTD from also pursuing all available remedies against Contractor and its sureties for breach or default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract price for supplies delivered and accepted or services performed prior to termination in accordance with the manner of performance set forth in the Contract. RTD, in its sole discretion, may allow Contractor time to cure the defect; in such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of RTD.

C. Suspension. RTD may suspend the performance of the Contractor by giving the Contractor seven days' written notice. Upon Contractor's receipt of notice of suspension of work, the Contractor shall perform no further work, and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume work, if any. Suspension of work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices for work performed. If after six months of suspension, RTD has not given the Contractor notice to resume work, the Contractor is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Contract for RTD's convenience. If suspension for more than six months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

IV. CONTRACTS EXCEEDING $25,000

1. DEBARMENT AND SUSPENSION

A. Contractor agrees to comply, and assures the compliance of each Third Party Contractor at any tier, with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, subpart C.

B. Contractor agrees to and assures that its will review the US. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Non-procurement Programs," before entering into any Third Party Contracts and verify that its principals, affiliates, and Third Party Contractors are eligible to participate in this Federally funded Contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any Federally assisted Award;
2. Suspended from participation in any Federally assisted Award;

3. Proposed for debarment from participation in any Federally assisted Award;
4. Declared ineligible to participate in any Federally assisted Award;
5. Voluntarily excluded from participation in any Federally assisted Award; or
6. Disqualified from participation in any Federally assisted Award.

C. The accompanying certification is a material representation of fact. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. This section is a Flow-Down Clause.

2. NOTIFICATION OF DISPUTES, BREACHES, DEFAULTS OR OTHER LITIGATION

A. For any contract that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220:

1. If a current or prospective legal matter that may affect the Federal Government emerges, including, but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, Contractor and its subcontractors at every tier must promptly notify FTA Chief Counsel and FTA Regional Counsel for Region 8. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Contract and any amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

2. In addition, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA, Contractor must promptly notify the U.S. DOT Inspector General. This notification applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid-rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal assistance. This responsibility occurs whether the project is subject to this Contract or another agreement involving a principal, officer, employee, or agent of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change.

B. This section is a Flow-Down Clause.

V. CONTRACTS EXCEEDING $100,000

1. LOBBYING RESTRICTIONS

A. Contractor agrees that neither it nor any Third Party Participant will use federal assistance to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:

   a. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

   b. U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

   c. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

2. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through RTD’s or Contractor’s proper official channels.

B. This section is a Flow-Down Clause.

VI. CONTRACTS EXCEEDING $150,000

1. CLEAN AIR ACT AND CLEAN WATER ACT

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671 and the te Clean Water Act, as amended, 33 U.S.C. §§1251-1377. The Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

B. This section is a Flow-Down Clause.

VII. ALL CONSTRUCTION CONTRACTS

1. CERTAIN CONSTRUCTION REQUIREMENTS

A. Contractor agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Underlying Award.

B. Contractor agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.

2. VETERANS EMPLOYMENT PREFERENCES

As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor:

A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

3. FLOOD INSURANCE

A. Contractor agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:

1. It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.

2. Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

3. It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

B. This section is a Flow-Down Clause.

4. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR CONSTRUCTION ACTIVITIES.

A. When undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Contractor agrees to comply with:

1. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and

2. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

B. During the performance of the Contract, Contractor agrees as follows, pursuant to 41 C.F.R. § 60-1.4(b):

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the FTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph 4(B)(1) and the provisions of paragraphs 4(B)(1) through 4(B)(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the FTA, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VIII. CONSTRUCTION CONTRACTS EXCEEDING $2,000

1. PREVAILING WAGE REQUIREMENTS - DAVIS BACON ACT

A. For all construction, alteration or repair contracts in excess of $2,000, Contractor shall comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Contract, including the Prevailing Wage Requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. In accordance with the statute and as further described below, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

1. Minimum wages.

   a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the below provisions of this subsection of this Section (Federally Required Terms and Conditions); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under the below provisions of this subsection of this Section (Federally Required Terms and Conditions)) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Wage Determination

i. RTD shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. RTD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

A. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

B. The classification is utilized in the area by the construction industry; and

C. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

ii. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and RTD agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by RTD to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise RTD or will notify RTD within the 30-day period that additional time is necessary.

iii. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and RTD do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), RTD shall refer the questions, including the views of all interested parties and the recommendation of RTD, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise RTD or will notify RTD within the 30-day period that additional time is necessary.

iv. The wage rate (including fringe benefits where appropriate) determined pursuant to above provisions of this subsection of this Section (Federally Required Terms and Conditions), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding. RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, RTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. Payroll Submittals

    a. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to RTD if RTD is a party to the contract, but if RTD is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to RTD. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to RTD if RTD is a party to the contract, but if RTD is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to RTD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

   i. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

   ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

   iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by the above provisions of this Section.

d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

3. The contractor or subcontractor shall make the records required under the above provisions this Section available for inspection, copying, or transcription by authorized representatives of RTD or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and trainees —

1. Apprentices*.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

E. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

F. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses RTD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

G. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

I. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of eligibility.

1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

K. This section is a Flow-Down Clause.

2. COPELAND ANTI-KICKBACK ACT

A. For contracts in excess of $2,000, Contractor will comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. This section is a Flow-Down Clause.

IX. CONSTRUCTION CONTRACTS EXCEEDING $100,000

1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – CONSTRUCTION

A. Wage and Hour Requirements. Contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

B. Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of this clause, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by this clause.

C. Withholding for Unpaid and Liquidated Damages. RTD or the FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Third Party Participant under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

D. This section is a Flow-Down Clause.

2. <u>CONSTRUCTION SITE SAFETY.</u>

A. Contractor will comply with Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3704 and U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR Part 1904; “Occupational Safety and Health Standards,” 29 CFR Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

B. This section is a Flow-Down Clause.

X. CONSTRUCTION CONTRACTS EXCEEDING $250,000 (SIMPLIFIED ACQUISITION THRESHOLD)

1. <u>BONDING FOR CONSTRUCTION ACTIVITIES</u>

A. This Section applies to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold.

B. A Performance Guarantee in the amount of 100 percent of the Contract value is required by RTD to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by Contractor and shall remain in full force for the term of the Contract. RTD requires all Performance Bonds to be provided by a fully qualified surety company acceptable to RTD and listed as a company currently authorized under 31 C.F.R. Part 22 as possessing a Certificate of Authority as described hereunder. RTD may require additional performance bond protection when the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. RTD may secure additional protection by directing Contractor to increase the amount of the existing bond or to obtain an additional bond. The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that Contractor is in default under the Contract.

C. A Labor and Materials Payment Bond equal to the full value of the Contract must be furnished by Contractor to RTD as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to RTD and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.

D. This section is a Flow-Down Clause.

XI. TRANSIT OPERATION CONTRACTS

1. <u>TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS</u>

A. Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. Under this Contract or any amendments thereto that involve public transportation operations that are supported with Federal assistance, a certification issued by U.S. DOL is a condition of the Contract, and Contractor agrees to comply with its terms and conditions.

2. When the Contract involves public transportation operations and is supported with Federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of Federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract, and Contractor agrees to comply with its terms and conditions.

3. The conditions of 49 U.S.C. § 5333(b) do not apply to contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under Title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

B. This section is a Flow-Down Clause.

2. CHARTER SERVICE OPERATIONS

A. Prohibitions. Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using Federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r);
2. FTA regulations, "Charter Service," 49 C.F.R. Part 604;
3. Any other Federal Charter Service regulations;
4. Federal requirements; or
5. Federal guidance.

B. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

1. FTA's Charter Service restrictions do not apply to equipment or facilities supported with Federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that RTD uses that Federal assistance for FTA program purposes only; and
2. FTA's Charter Service restrictions do not apply to equipment or facilities supported with the Federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type project or related activities that would have been eligible for Federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided RTD uses that Federal assistance for FTA program purposes only.

C. Violations. Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving Federal assistance from FTA;
2. Withholding an amount of Federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

D. This section is a Flow-Down Clause.

3. SCHOOL BUS OPERATIONS

   A. Prohibitions. Contractor agrees to comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 604, and not engage in school bus operations using Federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

      1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
      2. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605;
      3. Any other Federal School Bus regulations; or
      4. Federal guidance, except as FTA determines otherwise in writing.

   B. Violations. If Contractor violates this section, FTA may:

      1. Bar Contractor from receiving Federal assistance for public transportation; or
      2. Require Contractor to take such remedial measures as FTA considers appropriate.

   C. No Federal Funds for Exceptions. When operating exclusive school bus service under an allowable exemption, Contractor may not use Federally funded equipment, vehicles, or facilities.

   D. This section is a Flow-Down Clause.

4. SUBSTANCE ABUSE (DRUG USE TESTING AND ALCOHOL MISUSE AND TESTING)

   A. Contractor agrees to comply with 49 U.S.C. § 5331 and to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 40 and 655 and review the testing process. Contractor agrees further to certify annually its compliance with parts 40 and 655 before December 31 and to submit the Management Information System (MIS) reports before February 15 to the Substance Abuse Testing Department, Regional Transportation District, 1660 Blake Street, Denver, CO 80202-1399. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

   B. This section is a Flow-Down Clause.

5. NATIONAL TRANSIT DATABASE (NTD) REPORTING

   A. As a condition of benefitting from federal assistance for public transportation operations, Contractor and its subcontractors must:

1. facilitate compliance with 49 U.S.C. § 5334(a), which authorizes the National Transit Database (NTD);
2. conform to the NTD reporting system and the Uniform System of Accounts and Records;
3. comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630;
4. report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions—
    a. any information relating to a transit asset inventory or condition assessment conducted by the Recipient;
    b. any data on assaults on transit workers of the Recipient;
    c. any data on fatalities that result from an impact with a bus; and
    d. such other information as FTA may require;
5. Comply with any other applicable reporting regulation and requirements; and
6. Follow FTA guidance.

B. This section is a Flow-Down Clause.

XII. ROLLING STOCK CONTRACTS

1. BUS TESTING

The following applies to purchases or leases of any new bus model or any bus model with a major change in configuration or components to be acquired or leased with FTA funds. Contractor agrees to comply with the bus-testing requirements under 49 U.S.C. Part 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus-testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by RTD.

2. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.

3. LIMITATION OF CERTAIN ROLLING STOCK PROCUREMENTS

A. Pursuant to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u), RTD is prohibited from using financial assistance under Chapter 53 of title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

1. is incorporated in or has manufacturing facilities in the United States; and
2. is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that –
    a. is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;
    b. was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and
    c. is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416) (a "Restricted Manufacturer").

B. For purposes of this provision, the term "otherwise related legally or financially" does not include a minority relationship or investment or a relationship with or investment in a subsidiary, joint venture, or other entity based in a country described in paragraph (1)(B) of 49 U.S.C. 5323(u) that does not export rolling stock or components of rolling stock for use in the United States.

C. Contractor shall not provide RTD with rolling stock under this Contract if the rolling stock is from a Restricted Manufacturer or otherwise in violation of this prohibition.

D. Contractor shall notify RTD immediately if Contractor or any of its subcontractors cannot comply with this provision during the performance of this Contract.

E. This section is a Flow-Down Clause.

4. TVM CERTIFICATION

A Transit Vehicle Manufacturer (TVM) shall provide RTD with a certificate that complies with 49 C.F.R. Part 26.49 stating that the TVM has complied with FTA's DBE requirements. The TVM shall also provide RTD with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 C.F.R. Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 C.F.R. Part 26.49 and in addition submit to RTD a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM's submittal may be deemed non-responsive.

XIII. PLANNING, RESEARCH, DEVELOPMENT AND DEMONSTRATION WORK

1. PATENT RIGHTS AND RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

   A. Depending on the nature of the Contract and/or project, the Federal Government may acquire patent rights when the Contractor produces a patented or patentable invention, improvement or discovery. The Federal Government's rights arise when the patent or patentable information is conceived, or first reduced to practice. When a patent is issued or patentable information becomes available, the Contractor will report the same to the Authority, to enable it to notify FTA and provide a detailed report satisfactory to FTA.

   B. When a patent is issued or patented information becomes available as described in section 17(a)(2) of the Master Agreement, Contractor will notify RTD immediately and provide a detailed report satisfactory to RTD and the FTA.

   C. Federal Rights. Contractor agrees that:

      1. Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

      2. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

      3. If this Contract is funded under a federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

   D. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income and must be used in compliance with applicable federal requirements.

   E. No Limitation in Federal Rights. Nothing contained in this section shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

F. This section is a Flow-Down Clause.

2. RIGHTS IN DATA AND COPYRIGHTS

A. Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item dentifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

B. General Federal Restrictions: The following restrictions apply to all subject data first produced in the performance of the Contract:

1. Prohibitions. Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.

2. Exceptions. The prohibitions do not apply to publications or reproductions for the Contractor's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

C. Federal Government License. Contractor will provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes.

D. U.S. DOT Public Access Plan – Copyright License. Contractor grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Contract to the Contractor and its Third Party Participants. Therefore, the Contractor agrees that:

1. Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
2. Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
3. Incomplete. If the Contract is not completed for any reason whatsoever, all data developed with federal assistance for the Contract becomes subject data and must be delivered as the Federal Government may direct.
4. Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use and acquired with FTA capital program assistance.

F. Hold Harmless. Upon request by the Federal Government, the Contractor agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Contractor will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees, or agents, or if indemnification is prohibited or limited by applicable state law.

G. Restrictions on Access to Patent Rights. Nothing in this section pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Assistance or Support. The Contractor agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Contract. The Contractor agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."

I. Requirements to Release Data. The Contractor understands and agrees that the Federal Government may be required to release data and information that the Contractor submits to the Federal Government as required under:

1. The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
2. The U.S. DOT Common Rules;
3. The U.S. DOT Public Access Plan, which provides that the Contractor agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at http://ntl.bts.gov/publicaccess/howtocomply.html; or
4. Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Contract, the accompanying Award and Underlying Agreement, and any Amendments thereto.

J. This section is a Flow-Down Clause.

XIV. CONTRACTS WITH SPECIAL TERMS AND CONDITIONS

1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – NON-CONSTRUCTION

A. Contractor agrees to comply and assures that each Third Party Participant will comply with all other federal laws, regulations and requirements providing wage and hour protections for non-construction employees, including, as applicable, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, which requires that:

1. Wage and Hour Requirements. Contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of this clause, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by this clause.

3. Withholding for Unpaid and Liquidated Damages. RTD or the FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Third Party Participant under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

4. Payroll and Basic Records. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

B. This section is a Flow-Down Clause.

2. <u>BUY AMERICA REQUIREMENTS</u>

A. The Contractor will comply with the domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, and 2 CFR part 200 which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by U.S. Department of Transportation (DOT) or FTA or the product is subject to a general waiver to the extent consistent with 49 U.S.C. § 5323(j). The provisions of 49 U.S.C. § 5323(j) and its implementing regulations are hereby incorporated by reference into this Contract. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. If applicable, the Contractor also agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663.

B. This section is a Flow-Down Clause.

3. BUILD AMERICA, BUY AMERICA ACT

A. "Construction materials" used in connection with the Contract are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. "Construction materials" has the meaning given in the Build America, Buy America Act and associated regulations and guidelines. In accordance with 2 CFR § 184.2(a), Contractor shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

B. This section is a Flow-Down Clause.

4. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS

A. The Contractor will comply with shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. This clause only applies to contracts in which materials, equipment, or commodities may be transported by ocean vessel in carrying out the terms of the contract. As required by 46 C.F.R. Part 381, the Contractor agrees:

1. to utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

2. to furnish within twenty (20) days following the date of loading for shipments originating with the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to RTD, (through the prime Contractor in the case of a Subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the project; and

3. to insert the substance of the provisions of this clause in all Subcontracts issued pursuant to this Contract.

B. This section is a Flow-Down Clause.

5. FLY AMERICA

   A. The Contractor will comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143, which requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available.

   B. This section is a Flow-Down Clause.

6. PROCUREMENT OF RECOVERED MATERIALS/RECYCLED PRODUCTS (SOLID WASTES)

   A. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U. S. C. § 6962), including, but not limited to, the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

   B. This section is a Flow-Down Clause.

7. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

   A. Contractors agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

   B. This section is a Flow-Down Clause.

8. SEISMIC SAFETY.

   A. Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, *et seq*., and agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

   B. This section is a Flow-Down Clause.

9. PRIVACY ACT

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, as applicable. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

B. This section is a Flow-Down Clause.

EXHIBIT D

CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2026

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106

COVERAGES **CERTIFICATE NUMBER:** W46214178 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; X Contractual Liability; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; X LOC; OTHER:	Y	Y	TB2-641-444950-035	06/01/2025	06/01/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-045	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB; X OCCUR; X EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0	Y	Y	EUO(26)57919363	06/01/2025	06/01/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-015	06/01/2025	06/01/2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

CERTIFICATE HOLDER

DOTI Contract Administration
City and County of Denver
Attn: Tricia Ortega
201 W. Colfax Ave.
Denver, CO 80202

CANCELLATION

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

AGENCY CUSTOMER ID: ____________

LOC #: ____________

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Description: Welton Street Corridor Study. Contract number is DOTI-202684614.

Additional Insureds: The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers

SR ID: 29974679 BATCH: 4459226 CERT: W46214178